

WILD WINGS COUNTY SERVICE AREA

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Table of Contents

Project Scope pages 4-6
Description of Facility page 4
Scope of Servicespage 5
Terms of the Agreement page 5-6
1. Alcohol Service Agreement
2. Term of Agreement
3. Capital Improvement Fund
4. County Golf Policy and Procedures
5. Days and Hours of Operation
6. Green Fees

RFP and Selection Processpages 7-8
Selection Processpage 7
Pre-Proposal Tour and Conferencepage 8
Evaluation Criteriapage 8
Timelinepage 9

Instructions to Proposerspages 10-13
Contact Person..... page 10
Deadline for submittalpage 10
Preparation and Submission of Proposalspage 10
Proposals Deemed Responsive to this RFP page 11
Minimum Qualifications page 11
Performance Guarantee page 11
Representationspage 12
Insurance Requirementspages 12-13
Security Deposit page 13
Performance Bond.....page 13
California Public Records Act..... page 13

Continued on next page...

Required Forms and Documentspages 14-15

1. Proposal Cover Sheet
2. Statement of Personal History
3. Affidavit to Accompany Proposal
4. Financial Statement
5. General Business Statement
6. Corporate Structure
7. Business References
8. Financial References
9. Cash Flow Analysis and Pro Forma
10. Proposed Employees; Compensation and Benefits
11. Description of Services and Programs
12. Performance Data Collection and Use
13. Incentive Funding/Capital Improvement Projects
14. Business Philosophy

Attachments and Forms List.....page 16

- Form A - Proposal Cover Sheet
- Form B - Statement of Personal History
- Form C - Affidavit to Accompany Proposal

- Attachment A - Capital Improvement Projects List
- Attachment B – Sample Lease Agreement
- Attachment C – Historical Financial Data
- Attachment D – Equipment Listing
- Attachment E – Clubhouse Information
- Attachment F – Insurance Requirements

Project Scope

Description of Facility

Wild Wings Golf Course is located at 18540 Wild Wings Drive in the rural community of Woodland, California. Wild Wings has received “**The Best Greens in the Valley**” recognition in the Sacramento Bee, 2006 and 2007. The course was designed by Todd Eckenrode, ASGCA, and opened for public play in May 2005.

The course is currently owned by a private company, Wild Wings LLC. However, Wild Wings LLC is seeking to convey the course and all related facilities (such as the pro shop and restaurant) and equipment to the Wild Wings County Service Area (CSA), a local government entity that is authorized to provide water, sewer, and recreational services within its jurisdictional boundaries. The change in ownership is expected to occur in no later than March 19, 2009, following voter approval of a special tax on residential parcels within the CSA. At the present time, the Pro Shop, Restaurant and golf course are managed by a Fee Manager, while water and wastewater services are provided by Wild Wings (CSA) via a contract with California American Water employees.

The exceptional course conditions rival any private or public course in the Sacramento area. Bermuda fairways and tees are at a premium at all times. Thirteen lakes and many finely manicured bunkers surround each hole adding to the beauty of this gem in Yolo County. These are just some of the features of the 90-acre property located 5 minutes west of Woodland and just 20 minutes north of Sacramento.

Specific detail of the course measured by square feet is as follows: Greens 65,000 +/-; Traps 22,000 +/-; 13 Lakes 435,000-522,720. Acreage is as follows: Greens 1.5 +/-; Traps .5 +/-; and 13 Lakes 10-12. Total acreage of the Fairways is 20 +/-; Rough 30 +/-; Native 10-12 +/-; Tees 1.5 +/-; Collars and Approaches 1.5 +/-; and Tee & Green surrounds 3 +/- . The building, parking and driveway area are a total of 2 +/- acres. Located behind the Pro Shop is a cart barn with storage for 36-37 carts.

Wild Wings Golf Course has three par 3's, three par 4's, and some of the best three par 5's around. The design of the golf course is player friendly with wide undulating Bermuda fairways that will play hard and fast along with the unbelievable bent grass greens. The greens are a must play for any golfer. The size of the golf course is unlike any 9 hole golf course. The course is designed and conditioned with very high standards.

Scope of Services

In anticipation of acquiring ownership of the golf course and related facilities, the Wild Wings CSA is seeking a golf course management company to assume responsibility for the following course operations after ownership is transferred:

- Formulation and implementation of operating programs, business plans, and budgets
- Starter services, course marshalling services and tee time reservations
- Pro shop operations and cart rentals, including appropriate accounting and management of revenues and expenses associated with such activities.
- Food and beverage service, including alcoholic beverage service following the company's procurement of an appropriate license from the Department of Alcoholic Beverage Control
- Grounds, building and golf course maintenance
- Oversee the distribution blended raw water and grey water throughout the golf course. Maintenance of golf course and lakes/ponds and storm water detention.
- Handling of personnel including employment, training and terminations
- Collection and accounting of all revenues in a timely and secure manner
- Payment and accounting of all expenses in a timely manner
- Preparation of daily, monthly and annual financial operating statements – report quarterly and year-end financial statements to Wild Wings CSA
- Filing of all Federal and State tax forms required and payment of any taxes due including **Possessory Interest Tax** (high estimated \$30,000/year based on golf course value)
- Golf course security, including overnight security/caretaker
- Establish fees and golf course operating policies for Wild Wings Recreation Facility members (if such membership is established by the CSA) and the general public
- Consult and advise the CSA regarding potential capital improvement projects and golf course redesign
- Oversight of all financial agreements and other contracts associated with operating, maintaining, and otherwise managing the golf course and related facilities
- Maintain and replace equipment as necessary

Wild Wings CSA will retain responsibility for the following:

- Administration of all terms and conditions of the contract entered into with the successful company at the conclusion of this RFP process
- Review and monitor standards, specifications and operating policies
- Review quarterly and annual financial results
- Prior approval of any alterations to existing facilities, golf course and/or grounds
- Approval of Special events, such as tournaments and or nonprofit events that would effect the course's normal operating hours

Terms of Proposed Management Services and Lease Agreement

A proposed management services and lease agreement is attached as an exhibit to this RFP. The key terms and conditions are as follows:

1. Alcohol Service Agreement

The operator will provide alcohol beverage services under the terms and conditions of the lease after the operator acquires an appropriate license for such services from the Department of Alcoholic Beverage Control.

2. Duration of Agreement

The initial contract shall have a term of not more than five years. The Wild Wings CSA will entertain renewal upon acceptance of both parties up to 5 years with **one** additional 5 year option.

3. Capital Improvement Fund

Wild Wings CSA will provide capital improvements equal to \$202,200 in year one of the lease and an additional \$134,800 in year two of the lease, for a total of \$337,000. See attachment A for detail. The CSA will consult with the operator regarding the type and timing of improvements to be installed, but the CSA will manage all construction activities.

4. County Golf Policy and Procedures

The operator will provide a level of service and maintenance at least equal to the standards which exist within other comparable Yolo County area courses. The course shall be operated per the agreement entered into at the conclusion of the RFP process, which will allow a public or semiprivate golf course open to public play in a nondiscriminatory manner.

5. Days and Hours of Operation

The golf course shall be open on a daily basis, from dawn to dusk, with the exception of closures due to inclement weather conditions.

6. Green Fees

Green fees are to be determined by lessee for public play and, potentially, negotiated between lessee and the CSA for members of the Wild Wing Recreation Facility if a private membership is later established.

Request for Proposal and Selection Process

Selection Process

Responsive proposals received at the designated location at or prior to the submittal deadline will be reviewed by a Request for Proposal (RFP) Committee, comprised of members of the golfing community appointed by the Wild Wings CSA Advisory Committee. The RFP Committee will, at its sole and absolute discretion, determine the proposers to be interviewed.

Selected proposers will be invited to participate in an interview conducted by the RFP Committee. Each proposer must be represented by the individual who will be the prime contact person to the CSA and any other individuals whom the proposer may select. The results of the RFP Committee's evaluation of the firm, proposal and interview will result in a ranking of the proposers and a recommendation to the CSA. The highest ranked proposers will be further evaluated through financial analysis, reference checks, and site inspections of selected courses currently operated by the firm under consideration. The CSA has sole discretion regarding the final award of the contract and related negotiations utilizing the sample management services and lease agreement (Attachment B hereto), to the extent necessary and appropriate to result in an agreement that satisfies the CSA's needs and the mutual interests of the parties.

The proposed agreement will be forwarded to the Wild Wings CSA Governing Board (Yolo County Board of Supervisors) for approval.

The Governing Board, reserves the right, without limitation, to:

- *Reject any or all proposals;*
- *Waive any minor defects, irregularities or informalities in any proposal or the procedures and requirements set forth herein;*
- *Negotiate and contract with any proposer, or with any other person or entity that has submitted a proposal, on the same or different terms from those set forth in this request for proposal and the associated documents and exhibits;*
- *Determine in its sole discretion which proposal, if any, should be accepted;*
- *Cancel award of this agreement; and*
- *Re-advertise for new proposals, all as the public good may require.*

Pre-Proposal Tour and Conference

Time permitting, a pre-proposal conference may be held. The pre-proposal meeting will include a “walk through” to provide proposers an opportunity to inspect the facility and equipment, and a post walk-through conference to answer proposers’ questions. An inventory of course equipment and supplies will be available during this meeting.

Only those questions that concern the sample management services and lease agreement, proposal process or questions resulting from the walk-through will be considered in the presence of all attendees. Information disseminated at this meeting may not be available at a later date or in any other form.

Evaluation Criteria

The Wild Wings CSA is interested in selecting a qualified firm with the ability to maximize net income to the CSA while providing a well-maintained golf facility and a quality golf experience. The following criteria will bear significant weight on the selection. Experience and capabilities must be verified and documented.

- Experience in golf course operations
- Financial stability
- Operational capabilities stressing the ability to provide the following services:
 - Golf Course, building and landscape maintenance
 - Food and beverage services
 - Golf professional tee times
 - Retail sales and lessons
- CSA financial benefits (net benefit to the CSA based upon the proposed management fees and terms)
- History of customer service, and approach toward measuring and achieving customer satisfaction
- History of compliance with obligations and responsibilities assumed for similar golf course operations
- Intended management team and staffing levels including benefits package
- Nature and extent of the golf programs and related services to be offered to the public, including a plan to maximize public use of facilities

Timeline (all dates are approximate)

12/17/08	RFP Forms approved by CSA Committee
12/19/08	Release RFP/RFP Period December 19, 2008 – January 14, 2009
1/07/09	Pre-Bid Meeting – 18540 Wild Wings Drive. Woodland CA. 95831 1:00-5:00 PM
1/14/09	Close RFP process
1/14/09	Responsive Bidders interview schedule developed
1/23/08	Interviews of Candidates by RFP Advisory Committee
1/23/09 – 2/02/09	Candidate selected for negotiations Confer with Counsel and Risk Mgmt regarding final negotiations
2/09/09	CSA recommends successful bidder to Governing Board
2/16/09	Turn in Draft Board Letter to award golf course RFP to successful bidder
2/24/09	Governing Board approves contract to successful bidder to operate Wild Wings golf course
3/10/09 – 5/01/09	Lessee to begin operations

Instructions to Proposers

Contact Person:

Regina Espinoza County Service Area Manager, Yolo County Planning and Public Works Dept.
530/666-8275; Regina.Espinoza@yolocounty.org

Deadline for Proposals

Proposals, including \$5,000 Proposal Guarantee, must be submitted no later than **5:00pm, Wednesday, January 14, 2008.** Proposals shall be received at the following location:

*County of Yolo
Planning, Resources & Public Works Department
292 West Beamer Street
Woodland, CA 95695
Attention: Regina Espinoza, County Service Area Manager*

Preparation and Submission of Proposals

The original proposal (unbound), fifteen hard copies (bound) and an electronic copy on a CD must be submitted in a sealed envelope, plainly marked with name and contact information, bearing the words "Proposal for Management and Operations of Wild Wings Golf Course."

Additional Material

Additional material may be included in the proposal, but contained in a section marked "Additional Data." Additional material may include

- Standard sales brochures and photos;
- Promotional material;
- Supplemental graphic materials.

Signatures

The original proposal must have wet ink signatures. Modifications to a proposal will not be accepted after the proposal submittal deadline.

All proposals must be signed as follows:

- If an individual, full name of proposer;
- If a partnership, by an authorized general partner;
- If a corporation, by an authorized officer.

If proposal is signed by an agent other than an officer of a corporation or member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

If proposal is submitted by a partnership or joint venture, the Statement of Personal History must be completed by each general partner or joint venturer. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer.

Proposals Deemed Responsive to this RFP

Responses to this RFP must be made according to the specifications set forth in this section both for content and sequence. Any proposal failing to comply with these Instructions to Proposers shall be rejected by the Wild Wings CSA. The Wild Wings CSA may determine that a proposer can be allowed to remedy the rejection, if sufficient evidence can be presented citing extenuating circumstances.

Minimum Qualifications

The following minimum qualifications have been established for proposers:

- Minimum of five years experience (within the last ten years) in the following golf related fields:
 - Pro Shop operations, including driving range, merchandise sales, and golf cart operations
 - Clubhouse operations, including a full service grill
 - Golf course maintenance
- Possess and demonstrate a record of financial responsibility commensurate with the obligations contemplated under this RFP.
- Possess a competent record of employment or history of contract service in the operation of a similar golf facility business as verified and supported by references, letters, and other necessary evidence from all employers and/or public agencies.

Proposal Guarantee

A Proposal Guarantee of \$5,000 is required at the time of the proposer's submittal. No proposals will be considered without the Proposal Guarantee. The amount shall be payable as a guarantee that the proposer will enter into an agreement for the operation of Wild Wings Golf Course. Each proposer shall submit with the proposal a cashier's check, letter of credit or a certified check, made payable to the Wild Wings County Service Area.

The Proposal Guarantee submitted with a successful proposal will be refunded by the Wild Wings CSA, or if mutually agreed upon be applied to the Security Deposit. All other Proposal Guarantees will be refunded in a timely manner to unsuccessful parties.

Representations

The Wild Wings CSA will not be bound by any representations that are not set forth in any of the following: the RFP (including all exhibits), written responses to proposer questions, and the final agreement.

The Wild Wings CSA has used its best efforts to ensure the accuracy of the information in this RFP and its referenced exhibits. However, the Wild Wings CSA shall not be liable for any inaccuracies contained therein.

The proposer is to exercise due diligence and is responsible for making all necessary investigations and examinations of documents, operations and the premises affecting performance. Failure to do so will not act to relieve any condition of the service contract agreement or the RFP or any of the referenced Exhibits. It is mutually agreed that the submission of a proposal shall be considered conclusive evidence that the proposer has made such investigations and examinations.

Any reasonable inquiry to determine the qualifications, experience, character and financial responsibility of a proposer may be conducted by the Wild Wings CSA or its agents. The submission of a proposal shall constitute permission by the proposer for the Wild Wings CSA to conduct any reasonable inquiry to determine the responsibility of the proposer. If the Wild Wings CSA deems it necessary, additional information may be requested from the proposer. The unreasonable failure of a proposer to promptly supply information in connection with such inquiry, including but not limited to, information regarding past performance, financial stability and ability to perform on schedule, may be grounds for a determination that a proposer is non-responsive, and disqualifications from further consideration.

The proposer may withdraw its proposal, by written request, at any time prior to the deadline for acceptance of proposals, without forfeiture of the Proposal Guarantee. Any proposal withdrawn after the submittal deadline will result in a \$500 administrative fee to the proposer.

The Wild Wings CSA may extend the deadline for acceptance of proposals for such period of time as it deems in its own best interests.

Insurance Requirements

The anticipated insurance requirements and language, including limits, terms and conditions, to be required under this Agreement are set forth in the Attachment F.

The insurance requirements in the final Agreement may vary somewhat. If the Proposer has any concerns regarding any aspect of these requirements, the Proposer should so state in the Proposal.

Indemnification

Operator shall indemnify, defend, and hold harmless Wild Wings CSA, its Governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees,

arising out of or resulting from the performance of the Lease Agreement, regardless of whether caused in part by a party indemnified hereunder.

Security Deposit

The successful proposer will be required to provide a \$5,000 cash deposit or transfer from initial proposal deposit with Wild Wings CSA, within thirty days after formal contract award, either by cash or cashier's check payable to the Wild Wings CSA, as a security deposit for the faithful performance by Contractor of the provisions of the agreement.

Wild Wings CSA is authorized to use the security deposit, or any portion of it, to cure any default of Contractor or to compensate Wild Wings CSA for any damage sustained by Wild Wings CSA resulting from Contractor's default. Wild Wings CSA shall deposit such security deposit into an interest bearing account and the interest earned thereon shall be the property of Wild Wings CSA.

If there is neither default nor damage to the facility or property at the expiration or termination of the term of the Agreement, Wild Wings CSA shall return the security deposit to Contractor.

Performance Bond

The successful proposer will be also required to provide an additional \$25,000 cash, letter of credit, or cashiers check, or a performance bond at the option of the CSA, for the faithful performance by Contractor of the provisions of the management services and agreement. The deposit shall be made payable to the Wild Wings CSA, thirty days after formal contract award, check to be made payable to the Wild Wings CSA. Upon approval of the CSA a Performance Bond can be in place of cash or cashiers check. If there are no damages incurred by the Wild Wings CSA as a result of Contractor's breach or default throughout the term of the Agreement, Wild Wings CSA shall return the \$25,000 deposit at the expiration of the Agreement.

California Public Records Act

Documents submitted in response to this RFP are subject to public disclosure as permitted by the California Public Records Act. Specifically, response to this RFP becomes the exclusive property of the County of Yolo. At such time as the Chief Assistant Director of Planning, Resources & Public Works Department recommends approval of an agreement to the Board of Supervisors, and such recommendation appears on the Board's Agenda, all proposals submitted in response to this RFP become a matter of public record and shall be regarded as public records.

Exceptions will be those elements of each proposal which are trade secrets as that term is defined in California Government Code Section 6254.7 and which are so marked as "Trade Secret," "Confidential," or "Proprietary." The County shall use its best efforts to avoid disclosure of any records so marked, but the County shall not in any way be liable or responsible for the disclosure of any such records. Proposers who indiscriminately and

without justification identify all or most of their proposal as exempt from disclosure may be deemed unresponsive.

Required Forms and Documents

In order to be deemed fully responsive to this RFP, a proposer must complete and submit the following forms and documents as part of its proposal. Proposers must present evidence, satisfactory to the Wild Wings CSA, indicative of their ability to manage, operate and maintain specified facilities. To this end, each proposer must include the following information in their proposal.

1. Proposal Cover Sheet – Form A

2. Statement of Personal History – Form B

3. Affidavit to Accompany Proposal – Form C

4. Financial Statement

The Financial Statement shall be a full and detailed presentation of the proposer's condition of assets, liabilities, and net worth as of last full year. Compilation prepared by a CPA to include a Balance Sheet and Statements of Income and Expense, Equity and Cash Flow. Also current interim financials through September 30, 2008 are to be included with a balance sheet and income statement. If the proposer is a partnership or joint venture, individual financial statements must be submitted for each LLC, general partner or joint venturer. If firm is a publicly held corporation, the most current annual report should be submitted.

5. General Business Statement

The General Business Statement shall be a statement of all the important business activities of proposer's during the prior ten years. This statement should emphasize proposer's experience in the management and operation of golf facilities and services similar to those specified.

6. Corporate Structure

Describe how your firm is organized, noting major divisions and any parent/holding companies.

7. Business References

A minimum of three business references giving names, addresses, telephone numbers and the nature and length of time of the business association. These references must be persons or firms with whom you have conducted business during the past five years.

If your firm has provided golf services on a contractual basis to a public agency or private entity in the last five years, submit the name, address and phone number of such clientele and a brief description of the scope of services.

8. Financial References

A minimum of three financial references giving names, addresses and telephone numbers in each instance. At least one of the three references must be bank or saving and loan institution.

9. Cash Flow Analysis and Pro Forma

An analysis of the proposer's operating projections for the facility. The analysis shall reflect the first five years of operation and indicate the estimated annual revenue and operating expenses, including lease payment for rental of equipment as well as all revenues and expenses resulting from capital improvements. Wild Wings Golf Course historical financial data is included at Attachment C. The Pro Forma shall include:

- A breakdown of all revenue by each area
- A detailed and itemized breakdown of operating expenses.
- All factors and assumptions underlying the Pro Forma analysis should be clearly specified.

10. Proposed Employees; Compensation and Benefits

Proposers are requested to submit proposed employee staffing for the golf course management, operation and maintenance. Information should include staff by function, permanent and part-time employees, wage and salary rates, and description of employee benefits.

11. Services and Programs

A narrative description of all services, programs, and activities contemplated, including Junior Golf camps and programs.

12. Performance Data Collection and Use

Please describe how Performance Data will be collected, analyzed and used to improve the golf course management and operations.

13. Capital Improvement Projects

Provide comments on the Capital Improvement Project list included as Attachment A in the RPF.

- What are your priorities for improvements?
- What, if any, projects would you add?
- What financial contribution can proposer provide towards one or more of the Capital Improvement Projects that will provide opportunities to generate immediate additional revenues to the Wild Wings CSA?

14. Business Philosophy

Describe your organization's philosophy about operating a golf course.

Attachments and Forms

Form A - Proposal Cover Sheet

Form B - Statement of Personal History

Form C - Affidavit to Accompany Proposals

Attachment A - Capital Improvement Projects List

Attachment B – Sample Agreement

Attachment C – Historical Financial Data

Attachment D – Equipment Listing

Attachment E – Clubhouse Information

Attachment F – Insurance Requirements

Attachment G - Clubhouse Information (Elevation and Floor Plan)

Wild Wings County Service Area
292 West Beamer Street • Woodland, CA • 95695
530/666-8725 • www.yolocounty.org

Requests for Proposals Lease Agreement Wild Wings Golf Course

December 19, 2008

Proposal Cover Sheet

Name of Company	
Phone	
Email	
Address	
FAX	

Name & Title of Principals

Lease Contract – Fees

€ The lease fee for operations proposed in the RFP is _____

€ The incentive based lease fee, expressed as a percentage of gross operating
revenue is _____ **N/A** _____

I (we) have read the information in this RFP and are:

1. Personally acquainted with the premises of the golf course;
2. Acquainted with the privileges to be granted thereon;
3. Familiar with the terms and conditions contained in the RFP including all exhibits and attachments;
4. Meet the qualifications for submitting a proposal.

Enclosed is a certified or cashier's check for the Proposal Guarantee, in the amount of \$5,000, **payable to the Wild Wings CSA**, as a guarantee that I (we) will enter into an agreement in the event my proposal is accepted.

The undersigned respectfully submits this proposal, including all required documents and statements. The Proposer understands that if their proposal is successful, the \$5,000 Proposal Guarantee will be retained by the Wild Wings CSA. If the Proposer is unsuccessful, the Proposal Guarantee will be returned by the Wild Wings CSA. The Proposer and Signator(s) represent that the Signator(s) hold the position(s) set forth below their signature(s) and that the Signator(s) are authorized to execute this proposal.

Name of Company

Form of Business (i.e. corporation, partnership, individual, etc.)

Print Name and Title

Signature

Date

Wild Wings Golf Course Request for Proposal

Statement of Personal History

Legal Name	
DbA (if any)	
Residence Address	
Business Address	
Phone (work)	(home)
Social Security Number	

Have you or your spouse ever filed for bankruptcy or been declared bankrupt?

- Yes
- No

Have you ever been fired or asked to resign?

- Yes
- No

Have you, as an adult, ever been convicted, fined, placed on probation, given a suspended sentence in any court, or had any convictions expunged under Sections 1203.4 or 1203.4A of the Penal Code?

- Yes
- No

Have you, or any principal, ever had a bond or surety canceled or forfeited?

- Yes
- No

If you answered "Yes" to any question in Section 6, pertinent details must be provided on an additional sheet. Failure to do so may result in the delay, or the possible disqualification, of your proposal.

I certify that all statements made on or in connection with this statement of Personal History are true to the best of my knowledge and belief; and I understand and agree that any misstatement or omission of material fact may cause forfeiture on my part of all rights to the proposed agreement to be awarded by the Wild Wings CSA.

Signature _____

Date _____

Affidavit to Accompany Proposals

State of California }
 }
County of Yolo }

_____ ; is being first duly sworn,

deposes and states and he/she is _____ of
(insert sole owner, partner, president, secretary or other proper title)

_____ who submits herewith to
(company name)

the Wild Wings CSA the attached proposal:

Affiant deposes and states: that the proposal is genuine; that the same is not sham or collusive; that all statements of fact herein are true; that such proposal was not made in the interest, or on behalf of any persons, partnership, company, association, organization, not therein named or disclosed.

Affiant deposes and states: that the proposer has not directly or indirectly by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of the Wild Wings CSA, or of any other proposer has not in any manner sought by collusion to secure to himself, itself, or themselves, an advantage over any other proposer.

Affiant further deposes and states:

- a) That none of the employees are employees of the Wild Wings CSA or employees of public agencies for which the Board of Supervisors is the governing body;
- b) That no Wild Wings employee, or employees of public agencies for which the Board of Supervisors is the government body serve as officers, principals, partners or major shareholders of the proposer;
- c) That we are not former Wild Wings CSA employees who have been employed by the County of Yolo in the twelve months immediately preceding the date of this affidavit in position of substantial responsibility in the area of service to be provided by the proposed agreement, and that no such employees have taken part in the development of said proposed agreement or its service specifications.

I understand and agree that any falsification in this affidavit will be grounds for rejection of this proposal or cancellation of any agreement award pursuant to this proposal.

I certify under penalty of perjury under the laws of the State of California that the foregoing is correct and true.

Print Name and Title

Signature

Date

Capital Improvement Projects & Facility Needs

Wild Wings Golf Course

October 25, 2008

		<i>Capital</i>	<i>Expense</i>
Facility Improvement	Driving Range/Practice Facility	\$75,000	
	Remodel Pro Shop to add Grill and Seating	\$75,000	
	Add Additional On-Course Restroom	\$10,000	
	Tournament Area/Tent/Gathering Place	\$40,000	
	Golf Course Redesign Cost	\$75,000	
	Misc	<u>\$62,000</u>	
	Sub-Total	\$337,000	
Equipment Needs	Golf Cart Lease - included in expenses		\$30,000
		\$0	
		\$0	
	Sub-Total	\$0	
	TOTAL	\$337,000	\$30,000

WILD WINGS GOLF COURSE MANAGEMENT SERVICES AND LEASE AGREEMENT

This management services and lease agreement (the "Agreement") is made and entered into this ____ day of _____, 20__, by and between the WILD WINGS CSA, a County Service Area of Yolo County in the State of California, hereinafter referred to as "CSA", and _____, hereinafter referred to as "PROFESSIONAL".

In consideration of the mutual promises and agreements hereinafter contained and other valuable considerations, the parties hereto, and each of them, do agree as follows:

1. **LEASE.** CSA hereby leases to PROFESSIONAL and PROFESSIONAL hereby hires from CSA, on the terms and conditions hereinafter set forth, the real property situated in the County of Yolo, State of California, and described in Exhibit A, attached hereto and made a part hereof, and all improvements thereon.

2. **RESERVATION OF OIL AND GAS RIGHTS.** Notwithstanding any other provision of this lease, CSA hereby expressly reserves and retains unto itself, successors and assigns all rights in and to all minerals, oil, gas and other hydrocarbons located in or beneath leased premises, provided, that no lease shall be executed or drilling rights granted which permit on the fairways or golf course proper.

3. **TERM.** The term of this lease shall be for a period of five (5) years, commencing on the ____ day of _____, 20__, and ending on the ____ day of _____, 20__. If, after the expiration of the term specified herein, PROFESSIONAL holds over beyond the end of the specified term with the express or implied consent of CSA, such tenancy shall be month to month (shall not be a renewal thereof) and shall be subject to the prevailing terms and provisions of this agreement, or any modifications thereof, for the period immediately prior to such holding over. However, upon agreement of both CSA and PROFESSIONAL this Agreement may be renewed for five (5) years with one five (5) year renewal option.

4. **RENT.** PROFESSIONAL agrees to and shall pay CSA as and for rent for the leased premises the amounts set forth in the PROFESSIONAL's response to the RFP (Attachment B hereto).

5. **USE OF PREMISES; MANAGEMENT SERVICES.** The leased premises shall be used for the purposes of conducting and carrying on the operation of a golf course, including proposed driving range and a clubhouse with a proposed grill, all as set forth in the Request for Proposals (Attachment A) and Professional's response thereto (Attachment B), which are incorporated herein by this reference. Professional shall be responsible for managing the leased premises in accordance with its response to

the RFP. The use of the Pro Shop parking lot will follow guidelines as set by the CSA Board.

6. **UTILITIES.** PROFESSIONAL agrees to maintain all utility accounts for the provision of all gas, electricity, and garbage collection required for operation of the leased premises. PROFESSIONAL further agrees to maintain and repair all those improvements in or on the premises necessary for the provision of those utilities.

The CSA provides water and wastewater treatment services to the leased premises, administered through California American Water. No charge will apply to PROFESSIONAL's use of such services except as may be set forth in Attachment B hereto. Also, PROFESSIONAL is responsible for distribution of blended gray/raw water to lakes/ponds as well as irrigation system of golf course and golf course property at no cost to the CSA.

7. **INSPECTION AND ACCEPTANCE.** PROFESSIONAL has examined and inspected and knows the condition of the premises and equipment (see Equipment List on Attachment D) and accepts the same and improvements thereon in their present condition, subject to Section 8 herein.

8. **REPAIR AND MAINTENANCE.**

a. CSA shall have no obligation to maintain or repair leased premises or equipment, except as provided in subparagraph (b) below. PROFESSIONAL, at PROFESSIONAL's own cost and expense, agrees to keep and maintain all buildings, improvements and equipment in a good state of repair and maintenance, reasonable wear and tear excepted, and to not commit or allow waste with respect to any portion of the leased premises. PROFESSIONAL shall have use of the existing equipment on property, and in turn, PROFESSIONAL will at their cost replace any and all equipment as needed. Furthermore, PROFESSIONAL assumes at their cost the responsibility of the cart rental lease. The landscaped areas of the golf course shall be maintained at the same level of quality as maintained by CSA and/or previous owner. Annually PROFESSIONAL agrees to allow the CSA to inspect golf course, buildings, and equipment. PROFESSIONAL agrees, that, after notification by CSA, PROFESSIONAL shall allow CSA to enter and make repairs in order to prevent deterioration or waste in the event that PROFESSIONAL fails to properly maintain and repair leased premises. Such right, however, shall not be construed as constituting a duty upon CSA to make such repairs. The cost of any such repairs shall be paid by PROFESSIONAL to CSA on the fifth (5th) day of the month next succeeding the completion thereof, where such repairs are made by CSA. Failure to make such payment shall be cause for termination pursuant to Section 19 of this agreement. PROFESSIONAL will notify CSA of any and all golf course design issues. All issues will be discussed with and approved by CSA prior to any changes.

b. **Access Roadway.** CSA shall be responsible for any access road maintenance or repair determined by CSA to be necessary.

- c. **Parking Lot.** PROFESSIONAL shall be fully responsible for parking lot maintenance pursuant to subparagraph (a) above.

9. **ALTERATIONS, IMPROVEMENTS, FIXTURES.** PROFESSIONAL shall not alter or improve the leased premises without prior written consent of CSA, but consent shall not be unreasonably withheld. Any and all alterations, additions, improvements and fixtures, except trade fixtures as discussed below in this section, made or placed in or on the premises shall, on the expiration or early termination of this lease, belong to CSA.

PROFESSIONAL shall have the full and complete responsibility for all repairs to approved improvements. In the event that PROFESSIONAL adds major capital alterations, additions, improvements or fixtures to the premises with the consent of CSA, then, as part of each agreement, the parties shall agree to whether or not such capital improvement shall be an asset of PROFESSIONAL. In the absence of written agreement to the contrary, said alterations, additions, improvements and fixtures, except trade fixtures, shall become the property of CSA upon installation or construction.

PROFESSIONAL shall be permitted to remove trade fixtures from the premises at any time during the term or upon termination of this lease. If damage is caused by removal, PROFESSIONAL agrees to repair such damage within a reasonable time.

10. **INDEMNITY.** This lease is made on the express condition that CSA is to be free from all liability or loss by reason of injury to person or property from whatever cause, while such person or property is in or on the leased premises, improvements, or personal property thereon. This condition includes any liability for injury to the person or property of PROFESSIONAL, his agents, officers, and employees. PROFESSIONAL agrees to indemnify, defend and hold harmless CSA from any and all liability, loss, costs, or obligations on account of, or arising out of any such injury or losses however occurring.

11. **INSURANCE.** **PROFESSIONAL** agrees to and shall at his own cost and expense, procure and maintain during the entire lease term comprehensive public liability insurance covering leased premises with limits not less than that noted in Attachment F of the Agreement. Such insurance shall provide primary and not excess coverage, name the CSA as an additional insured and include products liability and liquor law liability endorsements. A copy of such policy shall be filed with the CSA within thirty (30) days of execution of this agreement.

In the event of failure by PROFESSIONAL to procure and /or renew the herein required insurance, CSA may, at its discretion, procure and /or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by CSA shall be repaid by PROFESSIONAL to CSA on demand. PROFESSIONAL agrees to furnish additional certificates of insurance evidencing the above described policy as required by CSA.

PROFESSIONAL agrees to maintain during the entire lease, fire, and extended coverage insurance, including vandalism, and malicious mischief insurance covering the leased premises.

12. **DAMAGE OR DESTRUCTION OF PREMISES.** In the event that the premises be substantially destroyed by fire, earthquake, elements, casualty, war, insurrection, riot, public disorder, any authorized act upon the part of any governmental authority or any cause or happening, as to such an extent that the same cannot be used by PROFESSIONAL, then this Agreement shall come to an end, at the option of either party. In the event of any partial damage or destruction of the leased premises which cannot be repaired or restored through proceeds of such fire and extended coverage as may be maintained by CSA, PROFESSIONAL may restore them to their previous condition.

13. **ASSIGNMENT AND SUBLETTING.** PROFESSIONAL shall not, without written consent of CSA, sublet, assign, hypothecate or mortgage the rights conferred by this Agreement. Any attempted subletting, assignment, hypothecation or mortgage without consent of CSA shall, at the election of CSA, render this agreement null and void

14. **PERMITS, LICENSES AND LAWS.** PROFESSIONAL agrees that in his operation of leased premises he will abide by and comply with all CITY and COUNTY ordinances, all laws of the State of California, all laws of the United States of America, insofar as the same, or any of them, are applicable. PROFESSIONAL also agrees to obtain and keep in effect such necessary permits and licenses as are required for operation and repair of leased premises.

15. **TAXES AND ASSESSMENTS.** PROFESSIONAL recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that PROFESSIONAL will be subject to the payment of property taxes levied on such interest.

PROFESSIONAL agrees to pay all lawful taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any tax or assessment levying body upon any interest in this Agreement or any possessory interest right which PROFESSIONAL may have in or to premises covered hereby or improvements thereon by reason of his use or occupancy thereof or otherwise; as well as all taxes, assessments, fees, and charges on goods, merchandise, fixtures, appliances, and equipment owned or used by him in or about said premises.

16. **DEATH OF PROFESSIONAL.** In the event of PROFESSIONAL's death, this Agreement shall terminate immediately, CSA shall have the right to immediate possession of the premises and to the assets of PROFESSIONAL used in his business on the premises hereby leased. CSA shall have the further right to commence business in its own name, or in the name of a new concessionaire.

CSA may purchase all of PROFESSIONAL's inventory and assets used in said business. Inventory shall be valued at PROFESSIONAL's cost. The remainder of said assets shall be valued at their fair market value as of the date of death of PROFESSIONAL. Representatives of PROFESSIONAL shall retain all cash, accounts receivable and accounts payable of said business.

Within thirty (30) days after termination of this lease under this provision, the parties, or their legal representatives, shall meet and inventory the assets and establish its fair market value. Fair market value may be established by representatives of the parties or by an appraiser mutually selected by them. Should the parties fail to establish a sales price of said assets, or fail to select a mutually acceptable appraiser within the time hereinabove agreed upon, then each party shall select an appraiser within ten (10) days of demand. The appraisers so selected shall select a third appraiser, and the appraisers so appointed shall determine the valuation of assets within thirty (30) days after appointment. Valuation of assets as determined by a majority of the appraisers shall be final and conclusive on the parties. Appraisal costs shall be borne equally by the parties.

Representatives of PROFESSIONAL shall give CSA a bill of sale or such other evidence of ownership and transfer as may be required by CSA. Title to assets shall pass to CSA free and clear of all liens and encumbrances, and PROFESSIONAL's representatives, at their sole cost, shall obtain such clearances and consent to transfer title as may be required to consummate the transaction.

CSA shall have the immediate right to sell or dispose of all perishable items on the premises in a manner consistent with good business practice, retaining the proceeds pending proof of ownership thereof. Likewise, CSA shall have the immediate right to sell all of PROFESSIONAL's inventory on hand, accounting to PROFESSIONAL's representative only for the cost thereof and retaining the proceeds thereof pending proof of ownership thereof.

17. **CANCELLATION.** Upon the filing of a voluntary petition in bankruptcy, or if proceedings in bankruptcy shall be instituted against PROFESSIONAL, and PROFESSIONAL is thereafter adjudicated bankrupt pursuant to said proceedings, or in the event that the court shall take jurisdiction of PROFESSIONAL and his assets pursuant to proceedings brought under any Federal Reorganization Act, or any receiver of PROFESSIONAL's assets shall be appointed, or if PROFESSIONAL shall be divested of his interest by other operation of law, or the making of any general assignment for the benefit of creditors, or upon the occurrence of any act which operates to deprive PROFESSIONAL permanently of the rights, powers and privileges necessary for the proper conduct and operation of the business described herein, CSA may, at its election, cancel this agreement without notice and enter and take possession of the premises, including all improvements, equipment and inventory thereon. Following said entry, the parties hereto shall meet at a time mutually agreed, but not later than seven (7) days thereafter for the purpose of disposing of said equipment and inventory. PROFESSIONAL or any other claimant shall have the absolute burden of proving ownership and upon meeting said burden, the items in question shall be distributed

accordingly. PROFESSIONAL agrees that following CSA's entry as aforesaid and prior to said meeting, that CSA may retain possession of all such equipment and inventory, free and harmless from any and all claims by PROFESSIONAL or any third person creditor whether secured or unsecured. PROFESSIONAL further agrees that CSA may, following entry and prior to said meeting, dispose of all perishable items on said premises in a manner consistent with good business practice, retaining the proceeds pending proof of ownership thereof. Failure of CSA to declare this agreement and concession terminated upon default of PROFESSIONAL for any of the reasons set out above shall not operate to bar, abridge or destroy the right of CSA to declare this lease null and void and at an end upon any subsequent violation of the terms of this agreement by PROFESSIONAL.

18. **DEFAULTS.** CSA shall retain the right of cancellation of this agreement for violation, noncompliance, nonperformance or default by the PROFESSIONAL of a portion, segment or all of any article or section of this agreement. If any such violation, noncompliance, nonperformance or lack of good faith has not been corrected within thirty (30) days or a reasonable time after notice mailed by CSA setting forth said violation or noncompliance, CSA may cancel this agreement by notifying PROFESSIONAL in writing by registered mail of failure to comply and shall express the details of such noncompliance. Thereafter, CSA may, at its election, cancel this agreement without notice and enter and take possession of the premises, including all improvements, equipment and inventory thereon to be disposed of in a manner as set forth herein.

It is further covenanted and agreed that in the event PROFESSIONAL shall be prevented from conducting or operating his business on said premises by any final action, order or ruling of Federal or State authority, then PROFESSIONAL may, at his option, cancel this agreement by written notice to CSA, and said agreement shall become cancelled and terminated thirty (30) days after the mailing or delivery thereof.

19. **SURRENDER.** Upon the expiration of the term hereof, or sooner termination of the agreement as provided for, PROFESSIONAL agrees to peaceably vacate the premises and deliver up the same to the CSA in a reasonably good condition, ordinary wear and tear excepted. Existing equipment at the time of lease execution and replacement of same must be surrendered at the time of the termination of the lease to the CSA. All equipment purchased by the lessee during the lease term that was not replacing existing equipment at the execution of this lease will be property of the lessee. The CSA reserves the right to purchase lessee's equipment utilized on Wild Wings golf course during the term of this lease at agreed upon value determined by a qualified golf equipment appraiser.

20. **NOTICES.** Notices required or desired to be given hereunder by any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, in the United States Post Office or any substation thereof, or any public letter box, and any such notice and the envelope

containing the same shall be addressed to PROFESSIONAL, at such place as my hereafter be designated in writing by PROFESSIONAL, and the notices and envelopes containing the same to CSA shall be addressed to the _____ , _____ California _____.

21. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this agreement.

22. **CHANGE IN SITE.** PROFESSIONAL acknowledges that CSA may from time to time be constructing safe improvements at the golf course. These changes or modifications may close certain portions of the golf course to the public for varying periods of time. PROFESSIONAL further acknowledges that he understands that such changes may be necessary and executes this agreement knowing that they may have an effect on the number of persons using the facilities.

IN WITNESS WHEREOF, PROFESSIONAL and CSA have executed this Agreement on the day and year first above written.

[INSERT SIGNATURE BLOCKS]

WILD WINGS GOLF COURSE
SUMMARY FINANCIAL INFORMATION
May 21, 2005 (inception) to August 31, 2008

Attachment C 12/11/2008

	Actual 5/21/05 to 12/31/2005 7 Months	Actual 1/1/06 to 12/31/2006 12 Months	Actual 1/1/07 to 12/31/2007 12 Months	Actual 1/1/08 to 8/31/2008 8 Months	Projected CY2008 12 Months
Total 9 Hole Rounds of Golf	18,842	35,440	41,628	24,494	36,741
Average Green Fee per Round	\$ 11.04	\$ 9.26	\$ 8.88	\$ 10.22	
Average Cart Fee per Round	\$ 4.01	\$ 3.22	\$ 2.80	\$ 3.86	
Total Average Green & Cart/Round	\$ 15.05	\$ 12.48	\$ 11.68	\$ 14.08	
<u>REVENUE</u>					
Green Fees	\$ 207,995	\$ 328,092	\$ 369,513	\$ 250,225	
Cart (Electric) Fees	75,634	114,256	116,553	94,649	
Merchandise	22,786	37,142	38,963	31,734	
Golf Shop-Club/Push Cart Rent	3	2,659	1,922	1,074	
Golf Shop - Misc	6,305	8,545	11,905	5,205	
Food - Restaurant/Bar	6,099	15,242	14,965	15,874	
Other Beverages - Restaurant	13,232	20,035	20,363	15,461	
Interest Income	2,086	3	109	605	
Misc Income	2,574	264	487	-	
TOTAL REVENUE	\$ 336,714	\$ 526,238	\$ 574,780	\$ 414,827	622,241
<u>EXPENSES</u>					
Cost of Sales	22,251	38,174	44,919	36,927	
Payroll	259,614	379,975	386,101	248,438	
Repair & Maintenance	23,760	33,592	39,732	31,057	
Supplies	100,544	129,632	143,447	120,165	
Utilities	22,499	47,031	82,860	40,408	
Other Expenses	85,763	118,008	117,190	90,450	
TOTAL EXPENSES (excl Prop Tax & CSA Fees)	\$ 514,431	\$ 746,412	\$ 814,249	\$ 567,445	851,168
Operating Income (Loss) Prior to Property Tax & CSA Fees	\$ (177,717)	\$ (220,174)	\$ (239,469)	\$ (152,618)	(228,927)
Property Tax Refund				(72,537)	
Property Tax Paid	63,607	45,490	126,743	-	
CSA Fees Paid	105,267	180,457	-	-	
Net Property Tax & CSA Fees	168,874	225,947	126,743	(72,537)	
Net Operating Income (Loss)	(346,591)	(446,121)	(366,212)	(80,081)	
Unpaid CSA Fees (To be paid by WW Homeowners)	-	-	180,457	55,443	
Net Operating Loss including unpaid Tax & CSA Fees	\$ (346,591)	\$ (446,121)	\$ (546,669)	\$ (135,524)	
CY 2008 Annualized w/o Prop Tax & CSA Fees				\$ (228,927)	
Estimate New CSA Fees - Water				\$ (30,000)	
Estimate Property Tax - Personal Property Only				\$ (4,000)	
Estimate New Loss to Cover				\$ (262,927)	

Wild Wings				
Equipment list-PENDING full inventory				
31-Oct-08				
YARDI				
Description	Date	Invoice	Serial #	Amount
Sand Pro	01/05/05	547567	240000231	\$ 9,508.79
Club Car Turf 272	01/04/05	548186	SC0521-507619	\$ 7,799.22
Club Car Turf 272	01/04/05	547225	SC0521-507619	\$ 7,799.22
Trailer for 04052	01/14/05	548734	N/A	\$ 713.21
GM1000	01/14/05	548744	250000618	\$ 5,357.14
GR3150	11/12/04	547675	240000967	\$ 21,614.09
8 blade cutting unit	11/12/04	547675	240002475	
8 blade cutting unit	11/12/04	547675	240002476	
8 blade cutting unit	11/12/04	547675	240002479	
Procore 648	11/12/04	547566	240000484	\$ 17,570.15
Thatch Away Supa-System	10/24/04	547224	2098	\$ 8,526.38
Club Car Turf 272	10/27/04	547878	SG0451-467991	\$ 7,799.22
8 blade cutting unit	10/19/04	547565	240001881	\$ 1,643.79
8 blade cutting unit	10/19/04	547565	240001995	\$ 1,643.79
8 blade cutting unit	10/19/04	547565	240001999	\$ 1,643.79
RM650-D 2wd	10/19/04	547584	240000168	\$ 39,128.41
RM5000 C/U 11 Blade	10/19/04	547584	240002138	
RM5000 C/U 11 Blade	10/19/04	547584	240002140	
RM5000 C/U 11 Blade	10/19/04	547584	240002143	
RM5000 C/U 11 Blade	10/19/04	547584	250000327	
RM5000 C/U 11 Blade	10/19/04	547584	250000328	
Canopy kit and windshield	09/17/04	545107	N/A	\$ 389.32
GM1000	10/11/04	547219	240002088	\$ 8,655.08
Trailer for GM1000	10/11/04	547220	N/A	\$ 713.21
GR3150	10/11/04	547564	240000958	\$ 25,014.24
8 blade cutting unit	10/11/04	547564	240005125	
8 blade cutting unit	10/11/04	547564	240005126	
8 blade cutting unit	10/11/04	547564	240005127	
Multi-pro 5700	08/10/04	545497	240000112	\$ 40,671.35
GM3500	09/29/04	547568	240000847	\$ 26,700.10
Club Car Turf 272	05/27/04	545506	sg0440-445451	\$ 7,409.91
Club Car Turf 272	05/27/04	545506	sg0440-445451	\$ 7,409.90
Workman 3200	05/13/04	545519	240000290	\$ 16,014.57
Full Roller ASM - 21 inch	08/25/04	546938	104-2642	\$ 150.13
Kawasaki 4cy 6.5hp ZS	08/30/04	544962	22176	\$ 970.61
National Reel 30"/8" 6 blade	03/24/05	286085	200572	\$ 396.99
National Bearing reel (quantity 2)	03/31/05	60120	286364	\$ 53.27
Sporting Net	01/31/05	M/C		\$ 2,686.20
Golf Today (Tehachipi)	02/09/05	M/C		\$ 1,780.00
National 8400 Hydro Mower 84"	10/11/04	280017	8248	\$ 17,160.00
Top Dresser 85423	09/29/04	279552	E08533	\$ 9,235.30
		Subtotal		\$ 296,157.37
PEACHTREE				
Description	Date	Invoice	Serial #	Amount
Express Bank Card Credit Card Terminal	05/12/05	4643		\$ 511.81
Hertz - water buffalo (paid by credit card)	08/31/05			\$ 4,310.00
Barbeque	07/01/06			\$ 382.00
Ice Cream Freezer	07/01/06			\$ 1,004.00
Computer & Accessories	03/30/07			\$ 1,636.00
Cart Barn	07/01/07			\$ 42,713.00
Air Table lift	05/21/07			\$ 1,294.00
Swanson Acid injection unit	05/31/07			\$ 19,332.00
Restaurant Equipment	05/15/05			\$ 6,336.00
Office FF&E	05/15/05			\$ 3,160.00
Clubhouse FF&E	05/15/05			\$ 3,120.00

Subtotal				\$ 83,798.81

TOTAL EQUIPMENT				\$ 379,956.18

**INSURANCE EXHIBIT to
Wild Wings Golf Course Lease Contract**

INSURANCE REQUIREMENTS

I. General

Without limiting OPERATOR'S indemnification, OPERATOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by OPERATOR, its agents, representatives or employees. WILD WINGS CSA shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of County Risk Manager, insurance provisions in these requirements do not provide adequate protection for WILD WINGS CSA and for members of the public, WILD WINGS CSA may require OPERATOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. WILD WINGS CSA requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

II. Verification of Coverage

OPERATOR shall furnish WILD WINGS CSA with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of WILD WINGS CSA and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by WILD WINGS CSA before performance commences. WILD WINGS CSA reserves the right to require that OPERATOR provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

III. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by County Risk Manager.
- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01.

1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.
- E. EMPLOYEE DISHONESTY OR FIDELITY: Loss of business personal property including money and securities resulting from employee dishonesty.
- F. MONEY AND SECURITIES: Loss of money and securities from robbery, theft, disappearance and destruction including loss inside and loss outside the premises.
- G. MISCELLANEOUS PROPERTY: Covering all causes of loss to miscellaneous equipment and mobile property (golf carts communications and mobile maintenance equipment).

IV. Minimum Limits of Insurance

OPERATOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

The Operator's General Liability policy shall be endorsed to include

coverage for the application of pesticides and/or herbicides.

B. Automobile Liability:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

C. Workers' Compensation: Statutory.

D. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

E. Employee Dishonesty: \$25,000 per occurrence.

F. Money and Securities: \$25,000 per occurrence

G. Miscellaneous Property: Coverage on a replacement cost basis

V. **Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by WILD WINGS CSA.

VI. **Other Insurance Provisions**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

A. **All Policies:**

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-**; **VII.** County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of WILD WINGS CSA and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** OPERATOR shall maintain all insurance coverages in place

at all times and provide WILD WINGS CSA with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' written notice for cancellation. For non-payment of premium 10 days prior written notice of cancellation is required.

B. Commercial General Liability and/or Commercial Automobile Liability:

1. ADDITIONAL INSURED STATUS: WILD WINGS CSA, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of OPERATOR; products and completed operations of OPERATOR; premises owned, occupied or used by OPERATOR; or automobiles owned, leased, hired or borrowed by OPERATOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to WILD WINGS CSA, its officers, directors, officials, employees, or volunteers.
2. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
3. PRIMARY INSURANCE: For any claims related to this agreement, OPERATOR'S insurance coverage shall be endorsed to be primary insurance as respects WILD WINGS CSA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by WILD WINGS CSA, its officers, directors, officials, employees, or volunteers shall be excess of OPERATOR'S insurance and shall not contribute with it.
4. SEVERABILITY OF INTEREST: OPERATOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. SUBCONTRACTORS: OPERATOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by OPERATOR'S subcontractor.

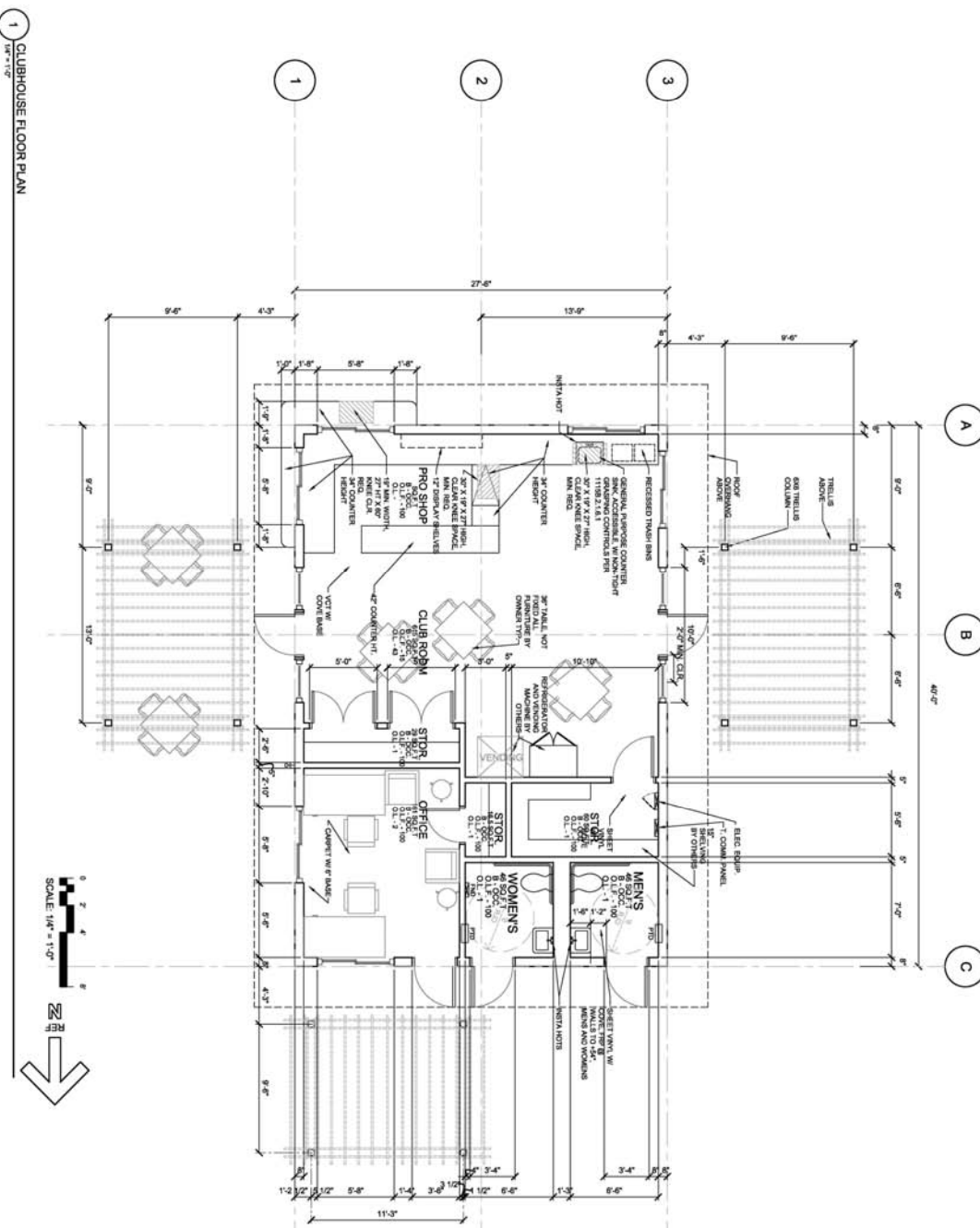
C. **Workers' Compensation:**

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against WILD WINGS CSA, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by OPERATOR.

D. **Notification of Claim**

If any claim for damages is filed with OPERATOR or if any lawsuit is instituted against OPERATOR, that arise out of or are in any way connected with OPERATOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect WILD WINGS CSA, Contractor shall give prompt and timely notice thereof to WILD WINGS CSA. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

AREA = 1,100 SQ. FT. (O.F.W.)



1 CLUBHOUSE FLOOR PLAN

Wild Wings
 CLUBHOUSE PARCEL
 Wild Wings Golf Community,
 Yolo County, California
 Wild Wings LLC

DAYCON CONSTRUCTION
 INCORPORATED
 800 Oakland Pike
 Modesto, California 95205
 (409)462-8200 LC 8399163

REVISIONS

NO.	DATE	DESCRIPTION	BY

GOLF COURSE CLUBHOUSE
 FLOOR PLAN

JOB NO. 04-161 SHEET NO.
 DATE: 04/28/04
 DRAWN: RAL
 CHECKED:
 ISSUE: RESUBMIT SUBMITTAL OF SHEETS

A2.1C



Wild Wings