

CITY OF TEMPE
GOLF PROFESSIONAL SERVICES CONTRACT #T11-129-01
(UPDATED FOR 2ND RENEWAL OPTION EFFECTIVE JUNE 2, 2016)

This Contract was established and entered into on the 2nd day of June, 2011 by and between the City of Tempe, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Millenium Golf Management, LLC hereinafter referred to as "Contractor".

Now therefore, in consideration of the mutual promises and obligations set forth herein and within the City's proposal, addenda (#1 and #2), Contractor's proposal and best and final offer responses (#1 and #2), and mutually agreed changes as the result of the first contract renewal option that extended the agreement for two years through June 1, 2014 and this second renewal option that will extend the agreement through June 30, 2019, the parties hereto agree as follows:

SCOPE OF WORK

1. **Duties of the Contractor:** The following is a list of specific duties required of the Contractor. This list may not be all-inclusive, but points out the most important duties to be performed by the Contractor or those under its supervision.
 - A. Initiate, promote and personally supervise, exercising all reasonable efforts, regular and special golf programs, and otherwise promote the full utilization of the Golf Course. Participate in special City programs to promote golf and the City's golf courses.
 - B. Supervise the reservation system and the flow of players onto the Golf Course. Make every effort to maximize the number of tee time reservations per day of operation.
 - C. Personally assist the Pro Shop staff at peak times, greet customers, answer questions, and generally provide consistent personalized customer service.
 - D. Regularly play golf on the course, with a number of different customers to generally promote golf and the Golf Course.
 - E. In periods of heavy play, regularly tour the Golf Course to greet customers and answer questions, monitor the flow of play and generally inspect the facility. Report any physical course problems or safety issues to the Public Works Supervisor of Golf Operations.
 - F. Monitor and maintain the pace of play according to industry standards.
 - G. Operate at its sole risk, cost, profit and expense, a service-oriented, well-provisioned golf Pro Shop and food and beverage service that satisfies the needs of the public.
 - H. Provide a golf equipment repair service and provide any other facility necessary to facilitate such repair.
 - I. Make available and provide for rental to the public pull carts and golf clubs.
 - J. Facilitate and supervise an individual and group lesson program at the Golf Course and account to the City for the proceeds collected from such lessons. Provide competent golf instruction for all levels of players.
 - K. Plan, organize, and coordinate or administer as required the City's junior golf program.

- L. Generally supervise and maintain a favorable working relationship with all golf associations. Personally provide assistance and support to each association to meet the reasonable demands of the association. Make every effort to equitably provide assistance and support to both men's and women's golf associations.
- M. Hire, train, and supervise assistant Golf Professionals, starters, player assistance personnel and other employees necessary to perform requirements set forth in this Contract.
- N. Attend all Parks, Recreation and Golf Course Advisory Board meetings and other meetings as required.
- O. Represent the City in local PGA/LPGA section activities and tournaments. The City will provide an allowance of \$1800 per fiscal year to be used towards tournament fees.
- P. Constructively participate in an evaluation of the Contractor's operation on a yearly basis.
- Q. Maintain a close relationship and cooperate with the Golf Operations Supervisor or designee.
- R. Pick up flagpoles from the course at the end of each day's play.
- S. Stage City golf cars for access by the public, rent cars to the public according to the City of Tempe Golf Services Policies and Procedures Manual, collect golf car rental fees, remove trash from cars, wash and return cars to storage at the end of each day. Keep golf car storage area clean at all times. Advise City Golf Operations Supervisor or designee of any golf car with damage or mechanical difficulties. Schedule supplementary golf car fleet for special events. The City shall be responsible for paying for the cost of renting the supplemental fleet.
- T. Retrieve balls from practice range daily or as necessary, wash balls, stock ball machine, dispense balls to the public and collect range fees. Assist Golf Operations Supervisor in procurement of range supplies and equipment.
- U. Collect and account for all golf fees as established by the City. The Contractor does not have the authority to waive any fees owed the City for a customer or staff with the exception of the following:
 - a. A refund to an unsatisfied customer.
 - b. City staff and other PGA/LPGA Professionals, only when authorized within the limit of a written policy established by the Parks Manager.
 - c. A guest who presents an official City-issued complimentary pass or City-issued gift certificate.
 - d. The Contractor shall file a written report each month to the Public Works Parks Manager and designees detailing the list of persons that received any fee waivers and the purpose.
- V. The City will provide a Point of Sale and cash handling system: and an on-line t-sheet software or service. The Contractor will be required to become trained to use the systems within the intended purposes.

2. **Minimum Mandatory Qualifications of Contractor:** Contractor shall have a Golf Professional on staff that is:
- A. A member in good standing with the Professional Golfers Association of America (PGA) and have a minimum of two (2) years' experience as a PGA professional at a 9 or 18 hole golf course as a lead manager/pro or five (5) years as an Assistant. The Golf Professional assigned must possess one of the following classifications that must be current: A-1, A-2, A-3, A-4, A-6, A-7, A-8, A-11, A-13, A-14, A-17, MP B-1, B-4.

- B. A member in good standing with the Lady Professional Golfers Association (LPGA) and have a minimum of two (2) years' experience as an LPGA professional at a 9 or 18 hole golf course as a lead manager/pro or five (5) years as an Assistant. The Golf Professional assigned must possess one of the following classifications that must be current: Class A, Class A-2 or Master Professional.

The Golf Professional must be experienced in managing golf clubhouse operations in a leadership role and be of character that is accepted by the general public.

Contractor will deliver to the City, upon execution of this Contract, and maintain in effect for the term of this Contract, the required insurances and a valid bond or other security acceptable to and approved by the City's Purchasing Division, payable to the City, in the amount of ten thousand dollars (\$10,000).

3. Compensation

- A. Contractor will be paid a management fee of \$213,462.36 per year combined for both golf courses broken down by course as shown below:
- a) Ken McDonald - \$9,538.66 per month that includes operation of night range;
 - b) Rolling Hills - \$8,249.87 per month;
- B. The management fee will be adjusted on July 1st of year based on the change in the Consumer Price Index (CPI) as utilized by the City of Tempe Financial and Information Technology Department in its current budget forecast. The percent change in the CPI will be factored into the management fee to be paid Contractor beginning July 1, 2015.
- C. Contractor will have the opportunity for a performance bonus. The bonus will be paid annually to the Contractor after close of the fiscal year. A bonus will be paid as shown below if Contractor has met the aggregate fiscal year Golf Fund revenue target levels consisting of Greens Fees, Driving Rang Fees, Golf Cart Fees, Tournament Fees, and Loyalty Card Fees per the following tiered schedule:
- Contractor meets revenue target to 2.9% above revenue target.....1 month management fee
 - Contractor exceeds revenue target by 3% to 4.9%.....1 month management fee plus 5% of excess
 - Contractor exceeds revenue target by 5% or more.....1 month management fee plus 15% of excess
- D. The Contractor will be entitled to all expenses and revenue and have full equity of the pro shop sales, private instruction, and all food and beverage sales. The City retains equity of all other revenue including, but not limited to, sales from green fees and associated tournament outing revenue, car revenue, practice facility/range, facility advertising or naming revenues.
- E. MGM will operate a night range at Ken McDonald Golf Course. The night range will be open for 4 additional hours on select evenings and will be available between 16 and 19 days per month (approximately 4 days per week – Thursday, Friday, Saturday and Sunday). The fee to MGM for managing the night range operation has been negotiated into the monthly management fee as noted above in paragraph 3Aa.
- F. MGM will be paid a monthly cart management bonus in accordance with the following terms. The City's golf cart lease will expire on October 31, 2016. The City will compensate MGM at 10% of the monthly lease payment for each month after October 2016 that the existing fleet of 120 golf carts is maintained in workable, usable condition. The compensation shall be \$1,043 per month and will be paid monthly. This compensation provision will terminate upon the delivery date of the new golf cart fleet.

4. **Fees and Receipts:** Contractor shall be permitted to collect and retain the following fees and receipts:
 - A. Fees for administrating tournaments and formal league play (Tournament Handling Fee). Contractor may in its sole discretion and for its sole benefit charge each tournament or league player two dollars (\$2.00) per tournament round, 9-hole or 18-hole, as a Tournament Handling Fee to cover the administrative costs associated with holding a tournament/league. The City and Contractor understand and agree that the Tournament Handling Fee shall also be considered an incentive to the Contractor to secure tournaments and promote league play. Notwithstanding the above, Contractor shall be prohibited from charging a Tournament Handling Fee for the following golf tournaments: school district meets and tournaments, junior tournaments, and State Golf Association tournaments. MGM will continue to bill and collect the \$2.00 fee directly from participants for any and all Tournament play. The \$2.00 handling fee related to league play will be charged and collected by the City as part of its green fee charge and will be reimbursed to MGM as part of its monthly management fee invoicing. MGM will specify the total number of league participants within its monthly invoicing, including League name, dates of play and number of players. League play is defined as Associations and Clubs that are chartered with Ken McDonald or Rolling Hills and have a minimum of 24 players. League Play also includes Corporate Leagues that are scheduled for regular play, have a minimum of 16 players but are not chartered with Ken McDonald or Rolling Hills.
 - B. Fees for golf instruction provided by Contractor to third parties at the golf course.
 - C. Fees for fitting and making custom golf clubs.
 - D. Fees for renting pull carts and golf clubs which shall be provided by the Contractor.
 - E. Receipts from the sale of Pro Shop merchandise.
 - F. Receipts from the sale of food and beverages.
 - G. Receipts from retrieval of golf balls from lakes on the golf course premises.
 - H. Receipts from private functions which shall not, at any time, conflict with the purpose of the Concession as a municipal golf facility.
5. **Golf Privileges:** The City shall grant to Contractor and his/her PGA/LPGA certified employees limited golf privileges. Golf privileges shall include rounds of golf, golf car use and range use free of charge. Contractor shall limit the use of golf privileges to open tee times that are available at the time of play. Under no circumstances shall the use of golf privileges displace a paying customer. The use of golf privileges is not permitted for participation in association events, tournaments and other organized events. Contractor shall be responsible for monitoring the use of golf privileges and shall report golf privilege use to the Parks Manager on a monthly basis. Golf privileges shall extend to rangers and starters as permitted in the COT policies and procedures.
6. **Credit Card Services:** The City will allow the Contractor to use the City's credit card processing system for the collection of City fees and for the collection of the Contractor's credit card merchandise sales. The Contractor shall reimburse the City for credit card service charges associated with the Contractor's or merchandise sales transactions. Reimbursement to the City shall occur monthly or as designated by the Finance and Technology Director or designee.

7. **Golf Course Operating Hours:** Golf courses are open 364 days per year (closed Christmas Day) or unless the City or its authorized representative shall approve in writing the closing of the golf course(s). Contractor shall operate the Pro Shop and area of play in accordance with the schedule of operating times as noted in the Revised Attachment A. Golf course hours may fluctuate based on the traffic of golfers and based on the seasonality of the golf business. Contractor agrees to create consistency and transparency in the operating hours of the golf courses. Additional hours may be authorized by the City in case of special events. When the City has ordered the golf course(s) closed due to weather or maintenance operations, Contractor shall establish and maintain daily hours of operation for the golf courses, subject to approval of the City, whose approval shall not be unreasonably withheld. The ability of the Contractor to consistently comply with the operating schedules as defined in Attachment A is an important element of this contract. .
8. **Food and Beverage Operating Hours and Service:** Contractor shall operate the food and beverage service in the clubhouse to meet the reasonable demands of the golfing public for the entire year. From December 1st through April 30th of each calendar year under this Contract, the food and beverage service shall be fully staffed and serve the entire menu in accordance with the operating times as detailed in Attachment A.. Contractor shall establish and maintain food and beverage service hours of operation for the entire year, subject to the approval of the City, whose approval shall not be unreasonably withheld.

Contractor shall operate a beverage vehicle to provide food and beverage service to the public on the Golf Course Premises. For the period December 1st through April 30th of each calendar year under this Contract, Contractor shall establish daily hours of operation to meet the reasonable demands of the public as detailed in Attachment A. Contractor shall establish and maintain beverage vehicle service hours of operation for the entire year, subject to the approval of the City, whose approval shall not be unreasonably withheld as detailed in Attachment A. Contractor and City shall evenly split the cost of purchasing the beverage vehicle. The City shall repair and provide gas for the beverage vehicle. Contractor agrees to perform regularly scheduled preventative maintenance as defined by manufacturer and any needed repairs as a result of failure by Contractor to comply with manufacturer standards will be borne at the sole cost of Contractor.

Contractor is permitted additional use of the golf courses for private functions, subject to the following conditions. Scheduling of additional facility usage for private functions shall not, at any time, conflict with the purpose of the golf course as a municipal golf facility. Additionally, Contractor shall be responsible for coordination and payments for any costs or expense incurred that result from special security requests necessitated by the private function. In no event, however, shall the facility be open after the hour of 10:00 p.m. Sunday through Thursday, and 12:00 midnight on Friday and Saturday. Contractor shall comply with all applicable federal, state, and local laws, statutes, rules, regulations, charter provisions, and ordinances. Contractor shall not provide or permit any entertainment on the Premises without the prior written consent of the Public Works Director or his/her designee, whose consent shall not be unreasonably withheld, and shall use or permit the use of the Premises only for the purposes stated and for no unlawful purposes whatsoever.

9. **Inspection and Condition of Golf Courses:** Contractor shall examine the Golf courses prior to and as a condition precedent to acceptance of the golf courses and is satisfied with the physical condition of the golf courses. By taking possession of the golf course under the conditions set forth in this Contract, the Contractor acknowledge receipt of the premises, and all equipment and furnishings therein, in their present condition. Contractor acknowledges that the City has made no representations as to the condition or repair of said premises, equipment, or furnishings. Contractor shall agree and admit that no agreement or promise to alter, repair or improve said premises or said equipment and furnishings, either before or after the execution of this Contract, not contained herein, has been made by the City. Contractor agrees to return the premises and the equipment and furnishings to the City in a condition as good or better as when accepted by Contractor, reasonable wear and tear excepted.
10. **Right of Entry:** The City reserves the right to enter the golf courses at any time to ensure compliance with the terms and conditions of this Contract. The City also reserves the right to ingress and egress to inspect, investigate and survey the golf course Golf courses as deemed necessary by the City, and reserves the right to do any work of any nature necessary for preservation, maintenance and operation of this Concession. Contractor will be notified in advance of any work which would interfere with normal operations. Prior to beginning any work the

maintenance worker(s) shall check in with the Pro Shop representative. Contractor shall be liable for all expenses incurred by the City for all work done by the City in order to preserve, maintain and operate the Golf courses when such work is the result of the Contractor's negligence or noncompliance with the terms of this Contract.

11. **Use and Care of Premises:** The golf courses Golf courses and the equipment and furnishings located therein shall be used exclusively to conduct Concession operations, as contemplated by this Contract. Contractor shall not use or permit the golf course Golf courses or said equipment and furnishings to be used for any other purpose without the prior written consent of the City.

Upon reasonable notice given to Contractor, the City shall have the right to use the Golf courses without charge as a polling place for any special or regular election. The City shall also have the right to use the area without charge for meetings of City Council, boards and commissions or other functions related to municipal operations. Contractor, at own expense, shall provide staffing for building access, supervision and security during such public use.

Contractor agrees to keep and maintain the Golf courses, and all contents thereof, in a clean, sanitary and orderly condition at all times and operate the Concession strictly in accordance with the requirements of the health departments of Maricopa County and State of Arizona. Any remodeling or decorating of the Concession area shall be subject to the prior written approval of the City, whose approval shall not be unreasonably withheld.

Upon the termination or expiration of this Contract, the City shall have the option to request Contractor to leave all such alterations, improvements and fixtures in place, in which the same shall be and remain the property of the City. In such case, the City and Contractor agree to exercise good faith in negotiating a value of such alterations, improvements or fixtures.

12. **Articles of Equipment and Furnishings:** The City will provide for Contractor use at the Golf courses all City-owned furniture, furnishings and equipment that remains with the Golf courses. A listing of City-owned equipment at both Golf Courses is included in Attachment B. This listing also shows the equipment that is owned by Contractor. All items listed shall be transferred "as is where is" to the Contractor without guarantee or warranty of any kind, including warranty of merchantability. Contractor acknowledges the receipt of the City Equipment for use in conjunction with the operation of the Concession. Any addition to or removal of City Equipment shall be promptly recorded by written amendments, signed and dated by both parties, to Attachment B. Upon termination of the Contract, all City-owned furniture, furnishings and equipment shall revert back to the City.

Contractor shall regularly clean and service City Equipment and maintain the City Equipment in good condition at all times. The City shall have the right to inspect City Equipment and, if necessary, establish maintenance standards and procedures. In the event City Equipment, due to normal wear, is in need of repair or replacement, City Equipment (per Attachment B) shall be repaired or replaced at the City's expense. Any replacement requests shall be communicated to the City's Procurement Officer for bidding and documentation purposes. The Contractor shall repair or replace at his/her own expense City Equipment damaged due to negligence, improper maintenance, misuse, or abuse caused by the Contractor or its employees. The City shall approve all contracted equipment repairs or equipment replacements by Contractor prior to ordering said repair or replacements. The City assumes no responsibility for product loss or damage due to equipment failure, utility outages, plumbing breaks or blockages, insects, rodents, theft, or vandalism. The City will be responsible for all repairs and maintenance/inspections for range hoods. All other maintenance and repair for appliances, equipment, and sinks (from the floor up) are the responsibility of the City. Contractor shall assist the City in identifying needed equipment replacements in order to allow for inclusion in the annual budget process.

Contractor shall be responsible for the purchase of small wares needed to properly outfit the Golf courses. Small wares includes items that have relatively short useable life-spans including pots, pans, glassware, table-ware, utensils, economy grade microwave ovens (commercial grade microwave ovens would be at City expense), coffee makers, food processors, etc. Further, Contractor agrees to share equally in the current Reliable Refrigeration preventative maintenance contract for designated high value kitchen equipment. All other equipment maintenance and repair costs shall be borne by the City.

Repair and replacement of items for which City is responsible pursuant to this Contract is subject to the availability of sufficient funds in the City's current appropriations. In the event the City does not have adequate funds to provide for repair or replacement of items the City is obligated to maintain by this Contract, Contractor may, with the City's prior written approval, perform such repairs or make such replacement as may be reasonably necessary to permit continued operation of the Concession. Contractor shall be entitled to recover the funds so advanced by him/her/ her on behalf of the City by submitting sufficiently itemized invoices, to be paid when funds are available.

Contractor shall indemnify the City, regardless of cause, against the risk of loss, damage or theft to any City Equipment. In the event of such loss, damage or theft, Contractor shall promptly notify the City in writing and replace or repair same within thirty (30) days of such loss. Any replacement shall be of a like or similar model. Contractors or Contractors' liability and obligations under this Contract shall not extend to loss, damage or theft occurring after expiration or termination of this Contract.

Contractor shall provide such other furniture, furnishing, and equipment not provided by the City, which additional equipment may be reasonably necessary for the proper and efficient operation of the Golf courses.

Within thirty (30) days after this Contract is awarded, Contractor agrees to provide City with an initial inventory of Contractor's or equipment and with an annual inventory thereafter.

13. **Structural/Mechanical Equipment Maintenance, Repairs and Replacements:** Except for damage caused by the Contractor and his/her employees, the City shall be responsible for repair and replacement of all structural and mechanical components and equipment permanently attached to the structure, including roofs, walls, foundations, heating, cooling and ventilating systems, plumbing and electrical systems.

Except for damage caused by the Contractor and his/her employees, the City shall be responsible for the repair and maintenance of the roads, walks and parking areas. The City will maintain all exterior landscaping, including mowing, within the surrounding premises.

Except for loss or damage caused by the Contractor and his/her employees, the City, at its cost and expense, shall maintain, repair and replace golf cars, practice range supplies and equipment, and other City-owned equipment located at the Golf Course.

Repair and replacement of items for which the City is responsible is subject to the availability of sufficient funds in the City's current appropriations. In the event the City does not have adequate funds to provide for repair or replacement of items the City is obligated to maintain by this Contract, Contractor may, with the City's prior written approval, perform such repairs or make such replacement as may be reasonably necessary to permit continued operation of the Concession. Contractor shall be entitled to recover the funds so advanced by him/her on repair or replacement items jointly approved between the City and the Contractor.

14. **Janitorial Services:** Contractor shall provide, at its own cost and expense, janitorial service for the golf courses. Janitorial services shall include the tasks listed in the Policies and Procedures Manual and shall be performed at the frequencies listed. Contractor shall provide janitorial supplies and equipment necessary for the maintenance of the public areas of the golf courses.

The City shall provide municipal trash collection from a designated collection point. The City shall also provide periodic window cleaning, monthly pest control services and semi-annual (twice per year) carpet cleaning.

By mutual agreement, City will provide restroom cleaning at Ken McDonald Golf Course in exchange for Contractor providing daily set up of the range tee. Contractor will provide restroom cleaning at Rolling Hills Golf Course and City will provide daily set up of the range tee.

15. **Sales Fixtures – Vending Machines:** Contractor may install coin-operated vending machines, subject to the prior written approval of the City, whose approval shall not be unreasonably withheld, for the sale of non-alcoholic hot and cold beverages, candy and snacks. Vending machine type, location and installation shall be subject to the prior written approval of the City, whose consent shall not be unreasonably withheld.

16. **Additional Facilities and Equipment:** Contractor shall not install any additional booths, stands, fixtures, mobile units, or any other equipment in connection with the Concession in addition to those contemplated herein without the prior written consent of the City, whose consent shall not be unreasonably withheld.
17. **Rates - Food and Merchandise:** Contractor shall provide food, beverages, merchandise and service of a high standard, equivalent in quality and price to that generally furnished to the public at similar places of comparable size and scope.
18. **Signs:** Contractor will submit for approval samples of any signs advertising the Concession, prior to their construction. All signs posted by the Contractor shall be the responsibility of the Contractor and will be kept in good condition by the Contractor.
19. **Construction:** Contractor shall not enter into any construction or repair projects of any kind on or in the golf courses without prior written permission from the City.
20. **Utilities:** The City is responsible for providing adequate heat, water, gas, telephone, standard cable television service and electricity at both golf courses during the terms of this Contract. The City and Contractor agree to split evenly (50/50) the electric expenses related to the Pro Shop and Restaurant operation at both Rolling Hills and Ken McDonald Golf Courses. The City will pay the full electric bill amount each month with the Contractor reimbursing the City for its share of the electric expenses on a monthly basis no later than 45 days after date of notice to Contractor.

Rolling Hills Golf Course:

Restaurant, 1405 North Mill Avenue, Account #826-934-008, meter #0375782

Pro Shop, 1415 North Mill Avenue, Account #386-744-003, meter #0375811

Ken McDonald:

Restaurant & Pro Shop, 800 East Divot Drive, Account #122-540-006, meter #0375588.

21. **Liquor Licenses:** At the beginning of the contract term, the City purchased two Series 7 liquor licenses and sold them to Contractor for \$1.00 each. The sale was contingent on Contractor returning both licenses to the City in the event of contract termination or discontinued use. Contractor obtained a Series 12 license at both golf course locations to complete the needed liquor license coverage. As part of the contract renewal, the City has agreed to replace the Series 7/12 license combination with a Series 5 Government license that will be effective once properly secured by the City. Contractor shall maintain the Series 7 and 12 licenses until the Series 5 has been approved and secured. Once the Series 5 license has been granted, Contractor shall sell the Series 7 licenses back to the City for \$1.00 per license as originally agreed. Contractor agrees that the liquor license issued for the Premises shall not be transferred to any other person, location, firm, partnership, association or corporation without the prior written approval of the City. The City shall be responsible for applying for and securing the Series 5 Government license and staying current with any renewal/continuation fees. Contractor shall be responsible for promptly reimbursing the City for all application fees and annual renewal fees paid to maintain the license. Contractor shall ensure that employees who serve alcohol are properly trained in liquor regulations to include annual refresher trainings for continuing employees.

It is acknowledged by the Contractor that the granting of liquor licenses by the State and City Licensing Authority are matters of appropriate governmental discretion, based on the public welfare, of the respective governmental entities involved. Contractor further acknowledges that representations or assurances have been made concerning the issuance of a liquor license to the Contractor, and that these matters are vested in the sole discretion of said agencies.

In the event of termination of this Contract for any reason, including non-renewal or expiration, Contractor hereby agrees to consent to transfer any liquor license covering the golf courses or any part thereof to the City or a third party of City's choosing.

22. **Alcoholic Beverage Sales:** All alcoholic beverage sales shall be subject to the provisions of the Alcoholic Beverage Laws of the State of Arizona, Maricopa County and the City of Tempe. All Contractor employees who are responsible for selling and dispensing alcoholic beverages shall be of the minimum age required by Arizona law and shall be fully qualified under all applicable State regulations. All such employees must successfully complete and be able to demonstrate understanding of an alcohol beverage training program that teaches employees to recognize alcohol impairment and handle patrons who should be denied alcoholic beverages. Records of current successful training program completion must be maintained by the Contractor and available for reasonable inspection by the City. Contractor shall at all times exercise totally independent, prudent, reasonable, experienced and legal judgment in the serving alcoholic beverages. Contractor shall at all time use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Contractor.
23. **Conduct and Dress Code:** The Contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments and jokes, shouting, and gestures toward other personnel will not be tolerated. Any occurrence will result in immediate action with possible dismissal of that employee.

Employees will be neatly dressed with badges or uniforms that identify them as employees of the Contractor.

24. **Safety, Health and Sanitation:** The Contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code.

The Contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this Contract. The Contractor shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The Contractor shall also take any necessary actions as directed by the City of Tempe Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site.

Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated there under.

CONTRACT TERM

1. **Term of Contract:** The original term of this Agreement commenced on June 2, 2011 and continued for three (3) years through June 1, 2014. A two-year renewal was approved between the parties that extended the contract through June 1, 2016. A third renewal option has been approved by the parties that will extend the agreement for 37 months through June 30, 2019. At the conclusion of this latest renewal term, the parties will have twenty-three (23) months of remaining renewal time, based on mutual agreement to renew.
2. **Contract Renewal:** The City reserves the right to unilaterally extend the period of this Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew (with the concurrence of the Contractor) for supplemental terms of up to a maximum of 23 months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

TERMS AND CONDITIONS

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Contractor shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
- 2a. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
3. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number.
4. **Certification:** Contractor certifies:
 - A. Contractor agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Contractor further agrees to provide a copy of its antidiscrimination policy to the City's Procurement Officer to demonstrate compliance with TCC section 2-603(5), or attest in writing to its compliance in accordance with the attached Affidavit of Compliance
 - B. Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
 - C. Contractor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Contract. Violation of this condition shall be grounds for Contract termination by the City.
 - D. Contractor expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Contractor further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.
 - E. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Contractor acknowledges that a breach of this warranty is a material

breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. The City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Modifications:** This Contract may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this Contract without the written approval of the City Procurement Office and issuance of an official modification notice.
9. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.
10. **Cooperative Use of Contract:** This Contract is for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Procurement Department are eligible to participate in this Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any orders placed to, or services required from, the Contractor will be requested by each participating agency. Payment for purchases made under this Contract will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.
11. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
12. **Events of Default and Termination:**
 - A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.

- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
- ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;
- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
- iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of Default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

- i) Terminate the Contract;
- ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
- iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result there from, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute Contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising there from.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

13. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with one hundred and eighty days (180) notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

14. **Early Termination:** In the event the City elects to terminate the Agreement(s) for convenience prior to the normal expiration of the Agreement(s), the Contractor(s) will be reimbursed for any remaining food and beverage inventory. In addition, the City will pay for any replacement kitchen and food service equipment purchased by the Contractor(s) based on a mutually agreeable value taking into consideration the purchased price, depreciation,

usage, and general operating condition at time of sale to City. Contractor will maintain purchase receipts for any purchased equipment as defined herein. Moving forward as part of the first renewal period, the City will now be responsible for purchasing all kitchen equipment (less small wares) so these circumstances where Contractor purchased kitchen equipment would have occurred primarily during the first three-year award term.

15. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.
16. **Force Majeure:**
 - A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - B. Force majeure shall not include the following occurrences:
 - i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 - ii) Late performance by a subcontractor.
 - C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.
17. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

18. **Insurance:**

- A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Contractor with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

- B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

a. Commercial General Liability

Commercial general liability insurance limit of not less than \$2,000,000 for each occurrence, with a \$4,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as insurance service officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

d. Property Insurance

Property insurance against all risks of loss to any tenant improvements or betterments and personal property for full replacement cost with no coinsurance penalty provision.

e. Crime Insurance

Contractor shall provide additional crime insurance that includes third party fidelity coverage up to \$100,000 per occurrence on a discovery basis. The policy must not contain a condition requiring a conviction or arrest in order to file a claim. Crime insurance coverage will apply to a) Employee Dishonesty, b) Depositors Forgery, c) Money & Securities – On Premises, d) Money & Securities – Off Premises and e) Money Orders & Counterfeit money.

f. Liquor Liability

Contractor shall provide liquor liability insurance of \$2,000,000 per occurrence.

- C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
- F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
- H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

J. Copies of Policies. The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

19. **Performance Security:** The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of the Contract in the amount of ten thousand dollars (\$10,000) payable to the City of Tempe. Performance security shall be in the form of an irrevocable letter of credit, performance bond, certified check or cashier's check pursuant to A.R.S. Title 34, Chapter 2, Article 2. This security must be in the possession of the City of Tempe Procurement Office within the time specified or within ten (10) days after notice of award if no period is specified. If the Contractor fails to execute the security document as required, the Contractor shall be found in default and the Contract terminated by the City.

20. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

21. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

22. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.

23. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.

24. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Lisa Goodman
20 E. 6th Street (Second Floor)
Tempe, Arizona 85281

Millenium Golf Management, LLC
Attn: R J Hawley
4663 South Calico Road
Gilbert, Arizona 85297

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

25. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
26. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
27. **Protection and Restoration of Property and Landscape:** The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor's responsibility will not be released until the project has been completed and accepted.
- If damage is caused by the Contractor, the Contractor shall restore at no cost to the City, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City has inspected the corrected damage or injury and has signed-off the completion and acceptance.
- Contractor shall not dump spoils or waste material on private or private public property without first obtaining from the owner written permission for such dumping.
28. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
29. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

30. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Contractor. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
31. **Rights and Remedies:** No provisions of this Contract shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
32. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
33. **Serial Numbers:** Contracts shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
34. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
35. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
 - A. is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 (“Order”);
 - B. is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. is engaged in activities prohibited in the Order; or,
 - D. has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
36. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City of Tempe on all required insurance documents.
37. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.
38. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Contractor and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

39. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
 - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
 - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

40. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
41. **Infringement of Patent or Copyright:** The Contractor agrees to save, keep, hold harmless and fully indemnify the City and any of its officers and employees from any and all damages, costs, or expenses in law or equity, that may at any time arise out of or be set up for any infringement of the patent right, copyright, or trademark of any person or persons in consequences of use by the City, or by any of its officers, or agents or employees of Contractor supplied materials and of which the Contractor is not a patentee or signee or lawfully entitled to sell the same. Contractor agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City's purchase and use of goods supplied by the Contractor. It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.
42. **Periodic Reporting:** Contract shall provide to the City on a quarterly basis (with the initial reports due September 30, 2016) with the following reports:
- A) Food and Beverage On-Hand Inventory Report for Rolling Hills and Ken McDonald Golf Course Restaurants
 - B) Profit and Loss Statement for Combined Operation of Rolling Hills and Ken McDonald Golf Courses

Reports shall be delivered to the attention of Lisa Goodman, Procurement Officer for the City within 30 days from the close of each quarter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 26th of May, 2016.

CITY OF TEMPE, a municipal corporation

By: _____
Mark Mitchell, Mayor

ATTEST:

Brigitta M Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

Millenium Golf Management, LLC

By: _____
Ralph (RJ) Hawley, Principal

Attachment A

Annual Operating Hours

Rolling Hills

2016-17							
Week	Sunrise	1st Tee Time		Golf Shop Hours	Sunset	Last Tee Time	Golf Shop Closes
04-Jul	5:23	6:00		5:30	7:41	5:15	6:00
18-Jul	5:31	6:00		5:30	7:36	5:15	6:00
01-Aug	5:41	6:00		5:30	7:27	5:15	6:00
15-Aug	5:51	6:00		5:30	7:13	5:15	6:00
29-Aug	6:00	6:00		5:30	6:56	5:15	6:00
12-Sep	6:10	6:30		6:00	6:37	5:30	6:00
26-Sep	6:19	6:30		6:00	6:18	5:00	6:00
10-Oct	6:29	6:30		6:00	6:00	4:15	6:00
24-Oct	6:40	7:00		6:30	5:43	4:00	5:30
07-Nov	6:52	7:00		6:30	5:30	4:00	5:30
21-Nov	7:05	7:00		6:30	5:22	4:00	5:30
05-Dec	7:17	7:00		6:30	5:20	3:45	5:30
19-Dec	7:27	7:30		7:00	5:23	3:45	5:30
02-Jan	7:32	7:30		7:00	5:32	4:00	5:30
16-Jan	7:31	7:30		7:00	5:44	4:15	5:30
30-Jan	7:25	7:30		7:00	5:58	4:30	6:00
13-Feb	7:13	7:00		6:30	6:11	4:45	6:00
27-Feb	6:58	7:00		6:30	6:23	5:00	6:00
13-Mar	6:40	6:30		6:00	6:34	5:00	6:00
27-Mar	6:22	6:00		5:30	6:45	5:15	6:00
10-Apr	6:03	6:00		5:30	6:55	5:15	6:00
24-Apr	5:47	6:00		5:30	7:05	5:15	6:00
08-May	5:33	6:00		5:30	7:16	5:15	6:00
22-May	5:23	6:00		5:30	7:26	5:15	6:00
05-Jun	5:18	6:00		5:30	7:35	5:15	6:00
19-Jun	5:18	6:00		5:30	7:40	5:15	6:00

Ken McDonald

2016-17

Week	Sunrise	1st Tee Time	Golf Shop Hours	Sunset	Last Tee Time	Golf Shop Closes Mon-Wed	Golf Shop Closes Thurs-Sun
04-Jul	5:23	6:00	5:30	7:41	5:15	6:00	9:00
18-Jul	5:31	6:00	5:30	7:36	5:15	6:00	9:00
01-Aug	5:41	6:00	5:30	7:27	5:15	6:00	9:00
15-Aug	5:51	6:00	5:30	7:13	5:15	6:00	9:00
29-Aug	6:00	6:00	5:30	6:56	5:15	6:00	9:00
12-Sep	6:10	6:30	6:00	6:37	5:30	6:00	9:00
26-Sep	6:19	6:30	6:00	6:18	5:00	6:00	9:00
10-Oct	6:29	6:30	6:00	6:00	4:15	6:00	9:00
24-Oct	6:40	7:00	6:30	5:43	4:00	5:30	9:00
07-Nov	6:52	7:00	6:30	5:30	4:00	5:30	9:00
21-Nov	7:05	7:00	6:30	5:22	4:00	5:30	9:00
05-Dec	7:17	7:00	6:30	5:20	3:45	5:30	9:00
19-Dec	7:27	7:30	7:00	5:23	3:45	5:30	9:00
02-Jan	7:32	7:30	7:00	5:32	4:00	5:30	9:00
16-Jan	7:31	7:30	7:00	5:44	4:15	5:30	9:00
30-Jan	7:25	7:30	7:00	5:58	4:30	6:00	9:00
13-Feb	7:13	7:00	6:30	6:11	4:45	6:00	9:00
27-Feb	6:58	7:00	6:30	6:23	5:00	6:00	9:00
13-Mar	6:40	6:30	6:00	6:34	5:00	6:00	9:00
27-Mar	6:22	6:00	5:30	6:45	5:15	6:00	9:00
10-Apr	6:03	6:00	5:30	6:55	5:15	6:00	9:00
24-Apr	5:47	6:00	5:30	7:05	5:15	6:00	9:00
08-May	5:33	6:00	5:30	7:16	5:15	6:00	9:00
22-May	5:23	6:00	5:30	7:26	5:15	6:00	9:00
05-Jun	5:18	6:00	5:30	7:35	5:15	6:00	9:00
19-Jun	5:18	6:00	5:30	7:40	5:15	6:00	9:00

Attachment B Equipment Inventory Rolling Hills Restaurant

BUILT IN APPLIANCES/FIXTURES

<u>Asset Number</u>	<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>
RH027	Exhaust Hood and Fans	Custom galvanized steel. Includes 3 lights, UL approved filters and built in accordance to NFPA 96. NSF approved. Stainless steel wall flashing. Includes automatic fire system, exhaust fan and make-up fan.			
RH028	Walk-in Refrigerator/Freezer Combination	Aluminum exterior with galvanized interior. Has reach-in doors, no floor and remote refrigeration. Freezer with floor and remote refrigeration.			
RH048	Freezer Shelving	3' Wide. Kleenline standard. 4 tier - 72" posts, NSF approved			
RH047	Freezer Shelving	3' Wide. Kleenline standard. 4 tier - 72" posts, NSF approved			
RH043	Cooler Shelving	6' Wide. Kleenline coated. 5 tier - 84" posts			
RH046	Cooler Shelving	6' Wide. Kleenline coated. 5 tier - 84" posts			
RH044	Cooler Shelving	3' Wide. Kleenline coated. 5 tier - 84" posts			
RH045	Cooler Shelving	3' Wide. Kleenline coated. 5 tier - 84" posts			
RH038	Beverage Walk-In	Aluminum exterior with galvanized interior, no floor, w/remote refrigeration and interior wiring installed.	Cold Storage		
RH052	Beverage Walk-In Shelving	18" x 72". OWNED BY MILLENIUM			
RH037	Wall Shelf	Custom stainless steel wall mount shelf with stainless steel brackets. 12" x 84'			

<u>Asset Number</u>	<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>
RH035	Slant Shelf	Custom stainless steel wall mounted shelf with stainless steel brackets. 42" long			
	Pre-Rinse	Pre-rinse with wall mount bracket	Fisher	2110	
RH014	Wall Shelf	Custom stainless steel wall mount shelf with stainless steel brackets. 12" x 10'			
RH036	Tub Sink	Stainless steel (hand washing)			
RH013	Pass-Thru	Custom stainless steel pass through shelf, 8' x 18" x 3" with stainless steel mounting brackets. 8' x 18" x 3" intermediate shelf with stainless steel brackets			
RH012	Heat Lamp	With on/off switch. Mounted below intermediate shelf on Pass-Thru with s/s brackets	Hatco	GRAH-72	78045-8611
RH008	Under Bar Sink	3 stainless steel compartment bar sinks (2) with faucet and overflow tubes. NSF approved	Perlick	SC18	
RH009	Cocktail Unit	Cocktail unit with bottle well and ice bin. NSF approved	Perlick		
RH010	Cocktail Unit	Cocktail unit with bottle well and ice bin. NSF approved	Perlick		
RH011	Bar	Custom marble and tile bar			
FREE STANDING APPLIANCES/FIXTURES					
RH025	Range, Flat Top	Includes stand finish and parts. 2 Wolf convection ovens and 49" fry top. Natural gas, 120V	Wolf	KKCH4-2-29FT49	
RH001	Grill	Standard parts and finish. Natural gas. Custom stainless steel stand.	American Range		
RH024	4 Burner Stove		American Range		

<u>Asset Number</u>	<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>
RH022	Fryer, Deep Fat	Stainless Steel pot, Natural gas, AGA approved	American Range	AF-45	110606-C07201
RH023	Fryer, Deep Fat	Stainless Steel pot, Natural gas, AGA approved	American Range	AF-45	116000-C01109
RH029	Table, Vegetable Prep	Custom stainless steel table w/2 sinks, faucet, stainless steel under shelf, and stainless steel back splash rear and left end.			
RH034	Dishwasher	Low temp corner model. Standard parts and finish. NSF approved 120V.	ProClean	AFC3DS	48508
RH033	Table, Dish	Cleanside stainless steel table with stainless steel under shelf. NSF approved.			
RH032	Table, Dish	Soiled side, stainless steel. Provided with stainless steel under shelf, disposal cone welded into table, cut-out for pre-rinse and control mounting plate.			
RH031	Table, Work	24" x 72" s/s top, legs and under shelf			
RH049	Beverageware Storage	Kleenline coated, 18" X 48" with 4 shelves			
RH030	Pot Sink	3 compartment sink with 2 drain boards, NSF approved. Provide with 3 each Leverwastes-Fisher 6000 and 1 each Faucet-Fisher 3254	Lamberston	3NSF172D18	
RH003	Ice Machine	Small ice machine	McCanns	16-1321	
RH019	Table, Sandwich	Refrigerated sandwich table with 10 pans	Ascend	JSP-4812	SP48-1104-0222
RH018	Table, Hot Food	4 hold warmer with cutting board and under shelf standard finish parts with cord. 208V-1PH	Eagle	DHTS-206	709100142
RH017	Table, Work	Custom stainless steel with stainless steel under shelf, 6" back splash on rear and left end. 120" x 30"			

<u>Asset Number</u>	<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>
RH039	Table, Work	Stainless steel with one stainless steel under shelf. 36" x 72"			
RH026	Table, Work	Stainless steel with one stainless steel under shelf. Located underneath grill and 4 burner stove.			
RH021	Table, Work	Stainless steel with one stainless steel under shelf, 36" x 36"			
RH051	Table, Work	Stainless steel with one stainless steel under shelf, 36" x 48"			
RH050	Table, Work	Stainless steel with four shelves (3 under shelves and 1 hutch shelf) OWNED BY MILLENIUM			
RH020	Table, Work	Stainless steel with two under shelves, 36" x 24"			
RH042	Shelving, Dry Storage	Kleenline standard shelving. Dry Storage, 5 tier, 84" posts			
RH041	Shelving, Dry Storage	Kleenline standard shelving. Dry storage, 5 tier, 84" posts			
RH004	Cooler, Bottle	Bottle cooler with double glass doors, 120V	Perlick	CS60SG	624093
RH005	Chiller, Glass	Glass chiller, 120V	Perlick	FR24PS	623950
RH002	Ice Machine	Large Ice Machine	Manitowoc	F1325	F100002016
	Toaster	4-Slotted. OWNED BY MILLENIUM			
RH016	Microwave		Sharp	1000W/R-21JV	
	Blender	OWNED BY MILLENIUM			
RH015	Meat Slicer	Stainless steel	Hobart	1612E	561-101-166

<u>Asset Number</u>	<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>
SMALL KITCHEN WARES					
	Bowl, Salad, Small	Lot of 80			
	Bowl, Salad, Medium, White	Lot of 30			
	Bowl, Salad, Large	Lot of 12			
	Bowl, Soup, Small	Lot of 15			
	Cup, Soup, Small	Lot of 11			
	Bowl, Skillet	Lot of 2			
	Cup, Dessert	Lot of 9			
	Plate, Dinner, Oval	Lot of 14			
	Plate, Dinner, Round	Lot of 125			
	Knife, Stead	Lot of 122			
	Cup, Condiment, Large, Black	Lot of 35			
	Cup, Condiment, Small, Black	Lot of 12			
	Plate, Bread	Lot of 46			
	Plate, Dinner, Plastic	Lot of 41			
	Mug, Coffee	Lot of 30			
	Pitcher, Beverage, Plastic	Lot of 13			
	Carafe, Plastic, White	Lot of 5			
	Glass, Beverage, 22 oz., plastic	Lot of 36			
	Glass, Beverage, Small, Plastic	Lot of 11			
	Glass, Pepsi, Small, Plastic	Lot of 11			

<u>Asset Number</u>	<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>
	Glass, Wine	Lot of 82			
	Glass, Martini	Lot of 6			
	Tumbler, Bar, Glass	Lot of 21			
	Glass, Shot	Lot of 3			
	Oil & Vinegar Dispensers	Lot of 3			
	Glass, Beer	Lot of 31			
	Glass, Beer, Stella Artois	Lot of 14			
	Salt & Pepper Shakers, Large	Lot of 26			
	Salt & Pepper Shakers, Small	Lot of 18			
	Sweetener Packet Holders	Lot of 29			
	Ice Scoops	Lot of 2			
	Mug, Coffee, 12 oz.	Lot of 28			
	Cups, Cappuccino, 3 1/2 oz.	Lot of 36			
	Glass, Bar, Round, Narrow	Lot of 4			
	Cup, Coffee, 6 oz.	Lot of 28			
	Glass Goblets, Lo Ball	Lot of 36			
	Candle Jars, Glass	Lot of 17			
	Glass, Daiquiri	Lot of 1			
	Vase, Glass	Lot of 17			
	Tray, Pickle, Plastic	Lot of 1			

<u>Asset Number</u>	<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>
	Tabasco Bottle Holder	Lot of 1			
	Catering Food Trays				
	Warming Apparatus	Lot of 5			
	Pan Inserts w/ Lids	Lot of 5			
	Burner Holders	Lot of 8			
	Pan, Cupcake, Metal	Lot of 3			
	Coffee Dispenser, Plastic	Lot of 1			
	Tray, Food	Lot of 4			
	Iced Tea				
	Containers/Dispensers, Metal	Lot of 4			
	Cake Stand, Glass	Lot of 2			
	Cookie Sheets, Metal	Lot of 14			
	S/S Rectangular Food Holders	Lot of 22			
	Cheese Grater	Lot of 1			
	Food Containers, Acrylic	Lot of 19			
	Cutting Boards	Lot of 5			
	Strainers	Lot of 2			
	Syrup Pourer, Plastic	Lot of 1			
	Tray, Hot Dog, Plastic	Lot of 5			
	Tray, Jelly Packet	Lot of 9			
	Bowl, Plastic, Clear	Lot of 2			
	Tray, Large, S/S	Lot of 7			

<u>Asset Number</u>	<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>
	Tray, Dirty Dish, Plastic	Lot of 4			
	Pots, Large, S/S	Lot of 3			
	Wine Cooler, Small, S/S	Lot of 4			
	Wine Cooler, Large, S/S	Lot of 1			
	Wine Cooler, X-Large, S/S	Lot of 1			
	Bowls, Salad, S/S	Lot 7			
	Wok	Lot of 1			
	Tray, Dishwasher, Plastic	Lot of 6			
	Tray, Busboy, Plastic	Lot of 2			
	Spoon, Regular	Lot of 73			
	Spoon, Iced Tea	Lot of 19			
	Knife, Dinner	Lot of 147			
	Fork, Dinner	Lot of 118			
FURNITURE					
	Bar Stools	Lot of 20			
	Chairs	Lot of 96 as of 10/9/12. Previous count 12 months prior 103			
	Square Tables	Lot of 20			
	Round Tables	Lot of 2			
	Rectangular Tables	Lot of 2			
	Upholstered Booths, Oval	Lot of 2			

<u>Asset Number</u>	<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>
	Rectangular Tables, Pub Height	Lot of 2			
	High Chair	Lot of 1			
	Table, Folding, Plastic	Lot of 3			
RH006	Flat Screen TV, LCD	OWNED BY MILLENIUM	Dynex	DX-40L261A12	9TD40J111407 263786
RH007	Flat Screen TV, LCD	OWNED BY MILLENIUM	Dynex	DX-R0L261412	9TD40J111 405261546
RH054	Wood Display Cases	Curio Cabinet, light oak with lighting and glass shelves			
RH055	Wood Display Cases	Curio Cabinet, light oak with lighting and glass shelves			
RH056	Office Desk, Dark Wood				
RH057	Office Desk, Dark Wood				
RH058	3-Drawer Filing Cabinet (box, box, drawer)				
RH059	3-Drawer Filing Cabinet (box, box, drawer)				
RH062	5-Drawer Lateral Filing Cabinet				
RH060	Bookcase, Oak, 5 Shelf				
RH061	Bookcase, Oak, 5 Shelf				
RH063	Side Chair, Blue				
RH065	Side Chair Blue				
RH066	Side Chair Blue				

<u>Asset Number</u>	<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>
RH064	Task chair, Black Leather				
RH067	Loveseat, Burgundy				
RH068	TV Stand, Putty				
RH069	Table, Black Quarter Circle				
RH070	Table, Black Quarter Circle				
RH071	Table, Black Quarter Circle				
RH072	Table, Black Quarter Circle				
RH073	Computer Desk				
RH074	Display Stand, 4-way Slot Wall Display				
RH075	Display Stand, 4-way Rectangle Slot Wall Display				
	Picnic Table, Metal				
	Picnic Table, Plastic	lot of 5. OWNED BY MILLENIUM			

LIQUOR LICENSES

Series 7 Beer & Wine License

Series 12 Hard Liquor License

Equipment Inventory Ken McDonald Restaurant

BUILT IN APPLIANCES/FIXTURES

<u>Asset Number</u>	<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>
KM021	Beverage Walk-in	Single Door, White	Nor-Lake	51162A	7506907
KM023	Beverage Walk-in Shelving	3 tier			
KM041	Refrigerator, Walk-in	Outdoor, 11 x 15	Kolpak Industries	CO129290	K35137
KM036	Refrigerator Shelving	5 tier	Metro		
KM037	Refrigerator Shelving	5 tier	Metro		
KM038	Refrigerator Shelving	5 tier	Metro		
KM039	Refrigerator Shelving	5 tier	Metro		
KM040	Refrigerator Shelving	5 tier	Metro		
KM032	Freezer, Walk-in	Outdoor, 11 x 15 combo with outdoor walk-in refrigerator	Kolpak Industries	129290	K35137
KM033	Freezer Shelving	4 tier	Metro		
KM034	Freezer Shelving	4 tier	Metro		
KM035	Freezer Shelving	4 tier	Metro		
KM048	Ice Machine	Large, Outdoor with Ice Storage Bin	Kold Draft Classic	GB644W	R-404A
KM024	Ice Machine	Indoor, Stainless with Follet Ice Storage Bin	Kold Draft	L425SDC	B6455933304
KM031	Sink, 1 Compartment	Stainless, Single Standing in Kitchen	Green World	TSA-1-N	
KM020	Storage Shelving	Stainless steel, 96" x 12", 3 under shelves			

<u>Asset Number</u>	<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>
KM028	Wall Shelf	Stainless steel, 108" x 15" with brackets			
KM029	Wall Shelf	Stainless steel, 108" x 15" with bracket			
KM027	Wash Ware Machine	Pro Clean system includes 3 bin sink and pre-wash, stainless steel	Pro Clean	AFC-3D	
KM030	Work Bench	Stainless steel work bench with 2 under shelves			
KM019	Work Table	Stainless steel work table with 1 drawer and 1 under shelf, 30" x 72"			
KM017	Work Table with Hutch	Stainless steel work table with 1 under shelf and hutch with 2 shelves, 36" x 72"			
KM016	Work Table	Stainless steel, 34" x 78", 2 half width undershelves and 1 full width undershelf			
KM058	Work Table	Stainless steel, 3 under shelves			
FREE STANDING APPLIANCES/FIXTURES					
KM013	Microwave	Stainless steel	Amana		11047514EG
KM002	Microwave	White	Kenmore	721.663125	509TA00980
KM008	Range, Flat Top	Smooth stainless surface	Wells	G23	B11140
KM015	Slicer	Stainless steel	Hobart	Edge 134054	2111011612
KM055	Under Bar Sink	Stainless steel with faucet			
KM003	Table, Sandwich	Refrigerated sandwich table, stainless steel, double door with cutting board surface	Beverage-Air	SPE48-10	10103010

<u>Asset Number</u>	<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>
KM004	Freezer	White, single door, OWNED BY MILLENIUM	Kenmore	253.925221	S511384607
KM053	Freezer, Glass	White, single bin	GE		
KM054	Freezer, Glass	White, single bin	GE		
KM052	Cooler, Bottle	Stainless steel, 2 bins, reach in	TRUE	TD-65-24	11874665
KM005	Toaster	Stainless steel, 4 slot	Hatco	TPT-120R	6871830939
KM057	Refrigerator, Portable	Black, single door	Magic Chef		
KM001	Refrigerator, Reach In	Stainless steel, double door	Turbo Air	R24-2	M3R24-2
KM010	6 Burner Stove	Stainless Steel	Imperial		
KM026	Cage, Locking, Liquor				
KM066	Soup Pot				
KM006	Table, Work	Stainless Steel with 1 drawer, with 1 undershelf, 30" x 36"			
KM060	Bar Storage Shelving Unit	3 Shelf, Wood			
KM007	Toaster	4 slot, stainless steel	Cuisinart		
KM009	Table, Work	Under range, stainless steel, 2 shelf			
KM011	Fryer, Deep Fat	Stainless Steel	Frymaster		
KM012	Fryer, Deep Fat	Stainless Steel	Frymaster		
KM014	Food Warmer	3-drawer, stainless steel	Toastmaster		

<u>Asset Number</u>	<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Serial Number</u>
KM018	Hot Dog Cooker	Stainless, 8 rollers, OWNED BY MILLENIUM	Bollrath		
	Microwave Oven	1.5 Cubic Feet, OWNED BY MILLENIUM	Oster		OGYJ1103
KM050	Cocktail Unit	Cocktail Unit with bottle wells and ice bin, stainless steel	Eagle	B3CT-18-7	
KM051	Cocktain Unit	Cocktail Unit with bottle wells and ice bin, stainless steel	Eagle	B3CT-18-7	
KM051	Under Bar Sink	Stainless Steel	Advanced Tabco	7-PS-EC-SP	
KM025	Work Table	Stainless Steel Table, 1 under shelf, 36" x 30"			
KM061	TV	52" Flat Screen	Sharp		
KM062	TV	32" Flat Screen, OWNED BY MILLENIUM	Dynex		
KM063	TV	32" Flat Screen, OWNED BY MILLENIUM	Dynex		
KM064	TV	52" Flat Screen, OWNED BY MILLENIUM	Westinghouse		
	Time Clock		Amano	PIX-10	
	Fire Safe Lock with Drop Slot				
	Cash Register		Casio		
	Alarm System				

SMALL KITCHEN WARES

Asset Number Item Description Manufacturer Model Number Serial Number

FURNITURE

	Stool, Two Step	Lot of 2
	Chair, High	Lot of 1
	Table, Small Bar	Lot of 20
	Table, Tall Bar	Lot of 3
	Chair, Small Bar	Lot of 60
	Stool, Tall Bar	Lot of 28

LIQUOR LICENSES

	Series 7 Beer & Wine License
	Series 12 Hard Liquor License



**AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)**

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date

Print Name

Title

Company