

**CITY OF SANTA FE**  
**LEASE OPERATING AGREEMENT FOR FOOD AND**  
**BEVERAGE SERVICE FACILITY AT**  
**MARTY SANCHEZ LINKS de SANTA FE**

THIS LEASE OPERATING AGREEMENT (hereinafter "Agreement") is made and entered into this 31st day of October, by and between Northern Ventures, LLC, DBA: The Links Bar and Grill (hereinafter "Lessee"), and the City of Santa Fe, a municipal corporation (hereinafter "Lessor").

**WITNESSETH:**

In consideration of the mutual covenants and Leases hereinafter contained, the parties hereto agree as follows:

**1. LEASED PROPERTY**

Lessor does hereby lease to the Lessee the food and beverage facility that includes the kitchen, snack grille, bar area and outdoor patio and on the golf course located at Marty Sanchez Links de Santa Fe to provide food and beverage services.

**2. SCOPE OF OPERATING SERVICES**

The Lessee shall provide for the Lessor the following services:

- A. Operate the Facility that includes snack grille, kitchen, bar area, food and beverage cart and provide catering for special events and functions at the Marty Sanchez Links de Santa Fe located at 205 Caja del Rio, Santa Fe, NM 87505.
- B. Provide food, non-alcoholic and alcoholic beverages to the general public.
- C. Provide a varied menu consisting of breakfast, lunch, snacks, dessert

and evening meals that are priced competitively, healthy and subject to annual review and approval of the Lessor.

D. Provide a limited menu that is "quick" and offered to golf patrons who are playing a round of golf and "making the turn" to the #10 tee box.

E. Provide food and beverages to a larger number of patrons when special events or tournaments require serving everyone at the same time.

F. Promote the use of the facility for private functions and be able to develop varied menus to accommodate the needs of the client.

G. Maintain the same operating hours as the golf course unless there is approval from the Lessor to change or modify hours of operation. In the event of winter weather that results in a closure of the golf course, the Lessee shall be allowed to close the restaurant for a two week period for the purposes of winter maintenance (painting, cleaning, refurbishing of furniture), during the following dates (and are subject to change based on weather and operational needs):

- December 24-January 7, 2018
- December 23-January 6, 2019
- December 21-January 4, 2020

H. Provide and operate on a daily basis, unless otherwise agreed to by the Lessor, a fully stocked food and beverage cart during the peak golfing season (April (weekends), May, June, July, August, September and October (weekends)).

I. Ensure that concession prices must be posted on permanent displays on all stands and equipment.

J. Provide the Lessor with any menu price increase/decrease changes and subject to annual review and approval by Lessor.

K. Collaborate with the Lessor on advertising efforts that affect the facility.

All advertising, direct mail and other promotional activity must be approved in advance by the Administrative Manager. Advertising and promotional items for the purpose of marketing the restaurant must carry both the restaurant logo and the Marty Sanchez Links de Santa Fe name or logo and be paid for by the Lessee.

L. Furnish, at Lessee's expense, ice for all functions. Since past experiences have shown that the ice machine does not produce enough ice during peak times, it is recommended that the Lessee purchase additional ice.

M. Attend weekly staff meetings as required by the Administrative Manager and include the quarterly Advisory Sub-Committee Board meeting.

N. Be responsible for initiating, maintaining and supervising all safety precaution programs in connection with its services.

O. Report to the Administrative Manager any unusual condition which has occurred or which the Lessee anticipates, including complaints from customers, staff changes, legal action and other information which relates to the Lessee and its clients of the food and beverage facility.

P. Utilize window for food and beverage sales to golf patrons "making the turn" to the number 10 tee box.

Q. PERSONNEL

(1) Provide adequate levels of staffing for both seasonal demand and for special events and functions that require additional staff.

(2) Provide staff who have both previous restaurant or concession experience and who have the ability to prepare food consistent with set standards and who have all been trained to provide quality customer service.

(3) At own expense, provide point of sale training for all restaurant staff required to operate the cash register terminals or iPads for all sales transactions.

(4) Provide staff that is properly certified and licensed by the State of New Mexico to serve alcoholic beverages.

(5) Require all staff to wear uniforms or proper golf attire with either the Marty Sanchez Links de Santa Fe logo or a restaurant logo placed on the uniform shirts. No other golf course logo shall be advertised/worn by staff of the restaurant. Uniforms shall be of a standard style selected and purchased by the Lessee and approved by the Lessor.

(6) Staff shall park in the designated golf course parking lot. Only one (1) cook and one (1) manager shall be authorized to park one (1) vehicle each, behind the restaurant adjacent to the walk-in cooler and storage unit. All other access is for restaurant customer parking, emergency and delivery vehicles only.

#### R. LICENSING AND COMPLIANCE

(1) Comply with all rules and regulations of the New Mexico Department of Health, New Mexico Environment Department, the Alcohol and Gaming Division of the Regulation and Licensing Department, and all applicable laws, statutes and ordinances of the State of New Mexico and the City of Santa Fe, including health and safety codes.

(2) Obtain and maintain at Lessee's expense all permits and licenses required by such laws and regulations. (3) Assist the Lessor in obtaining and preparing any applications and supporting documents to renew the Liquor License.

(3) Possess a current City Registration License and a Gross Receipts Tax Identification (CRS) Number. The Lessee shall provide the Lessor with evidence of its compliance with this requirement as a condition prior to performing services under this Lease.

(5) At Lessee's expense, ensure that the interior, exterior and all supplies, equipment and funds are adequately secured utilizing surveillance cameras and other security measures.

(4) All food and beverages kept for sale shall be subject to inspection by the Lessor and/or appropriate governmental agencies.

S. CLEANLINESS STANDARDS

(1) Maintain at all times the receiving area where food and beverages are delivered in a clean and orderly manner.

(2) Keep the kitchen, snack grille, bar area, and outside patio clean, orderly and sanitary at all times in strict accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. These areas, inclusive of the tables and chairs inside and outside, shall be cleaned thoroughly each day, and dependent on the amount of usage, shall be cleaned as frequently as deemed necessary.

(3) Carpeted areas are to be vacuumed daily and cemented areas are to be swept or washed down on a regular basis. At Lessee's own expense, on a quarterly basis, the carpeting within the snack grille and bar area shall be steam-cleaned. Proof of steam cleaning service shall be provided to the Administrative Manager on a quarterly basis.

(4) At Lessee's own expense, on a semi-annual basis, hood cleaning shall be scheduled and completed. Proof of hood cleaning service shall be provided to the Administrative Manager on a semi-annual basis.

(5) Trash containers shall be emptied by Lessee staff on a daily basis and at no time may refuse be kept overnight within the kitchen, snack grill area, or bar area.

(6) In coordination with the Pro Shop vendor, clean the restrooms located in the breezeway each night on a daily basis and when used for catered events scheduled by the Lessee.

(7) Trash receptacles and recycle bins located behind the restaurant shall be emptied daily including all cardboard boxes shall be broken down and placed in the designated "cardboard only" dumpster. Trash shall be emptied at dumpster locations and any litter that is deposited on the ground shall be picked up and placed in dumpster.

(8) During all catered events either private or tournament, golf course rules shall be enforced and provided to clients. For non-tournament clients, shall enforce security to be provided and proof of certificate of liability from security vendor.

T. Agrees that it has inspected the facilities and equipment and thoroughly understands the area and equipment that is being provided by the Lessor. No other verbal indication of additional City facilities, equipment or improvements are authorized or binding.

U. Acknowledges that the Lessor is not responsible for any financial losses claimed by the Lessee.

V. Acknowledges that any additional kitchen equipment, in addition to the equipment currently owned by the Lessor, shall be purchased at its own expense.

W. Acknowledges that two food and beverage carts must be secured at its own expense and utilized daily in correlation with tee-time scheduling during the peak golf season (April (weekends), May, June, July, August, September and October (weekends)).

X. Allow employees to enter upon and remain at the restaurant during events for a reasonable time prior to and subsequent to events, only for the purpose of providing the services herein mentioned.

Y. Use of Governmental Liquor License -The Lessee shall be

entitled to the use and operation of a Governmental Liquor License located at Marty Sanchez Links de Santa Fe. Lessee shall use the Governmental Liquor License for the purpose of serving alcoholic beverages on the premises, in conjunction with Lessee's snack grille business.

Z. All beverages, alcoholic and non-alcoholic, are to be provided by the Lessee.

AA. All sales and service of alcoholic beverage are to be made only within those areas of the Liquor License Premises that are shown and designated as the authorized area in the Lessor's application for the Liquor License ("Authorized Area"). Lessee may sell and dispense alcoholic beverages under the Liquor License (i) by trained alcohol servers; and (ii) during hours consistent with the conditions of the Liquor License for all events where alcoholic beverages are served.

BB. Assist the Lessor in obtaining and preparing any applications and supporting documents to renew the Liquor License as required by the State of New Mexico. Lessee shall pay to the Alcohol and Gaming Division all fees for applications for the Liquor License, renewals of the Liquor License and any other fees associated with the Liquor License. Lessee shall satisfy all requirements of the State of New Mexico in order to qualify as a user to operate under the Lessor's Liquor License.

CC. RIGHTS OF THE LESSOR

A. The Lessor reserves the right to inspect and verify equipment inventory on a quarterly basis.

B. Lessor representatives, as authorized by the Administrative Manager, shall have the right to enter upon and have access to all spaces occupied by the Lessee

during events and at all other times.

C. The Lessor reserves the right to direct the Lessee to partially or completely suspend sales during any events at which the Lessee's services may be unsatisfactory to the Lessor.

3. STANDARD OF PERFORMANCE; LICENSES

A. The Lessee must possess and maintain the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Lessee shall obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

4. COMPENSATION

A. Rent - As rent for the use of the Facility that includes the kitchen, snack grille, bar area and outside patio area, the Lessee shall pay the Lessor each month during the high season (May, June, July, August and September) the sum of one thousand three hundred dollars (\$1,300.00) per month. During January and December, the Lessee shall pay the Lessor two hundred and seventy five dollars (\$275.00). During the remaining five months (October, November, , February, March, and April) the Lessee shall pay the Lessor five hundred dollars (\$500.00) per month.

B. Special Event Fees - When special events require catering to for forty (40) to ninety nine (99) individuals, the Lessor shall be paid an amount equal to six percent (6.0%) of the total amount collected by the Lessee for food and beverage services and patio rental fee services. The Lessee shall pay Lessor this amount within fifteen (15) days of the special event.

C. Special Event Fees -When special events require catering to



one hundred individuals or more, the Lessor shall be paid an amount equal to six percent (6.0%) of the total amount collected by the Lessee for food and beverage services and patio rental fee services . The Lessee shall pay Lessor this amount within fifteen (15) days of the special event.

D. The Lessee shall provide documentation to the Lessor on the last day of each month on each special event having more than forty (40) individuals, (private or tournament) including the following:

- (1) Signed Catering Contracts;
- (2) Total amounts paid to host a special event;
- (3) Proof of all payments by client; and
- (4) All receipts of deposit.

E. Should revenue collected by the Lessee exceed two hundred thousand dollars (\$200,000) during any calendar year of this Lease, the Lessee agrees to pay the Lessor an additional zero percent (0%) on revenues above this amount excluding catering revenues (see attachment A).

F. Should revenue collected by the Lessee exceed above two hundred and fifty thousand dollars (\$250,000) during any calendar year of this Lease, the Lessee agrees to pay the Lessor an additional zero percent (0%) on revenues above this amount excluding catering revenues (see attachment A).

G. Should revenue collected by the Lessee exceed three hundred thousand dollars (\$300,000) during any calendar year of this Lease, the Lessee agrees to pay the Lessor an additional one and a half percent (1.5%) on revenues above this amount excluding catering revenues (see attachment A).

H. The Lessee shall be responsible for payment of gross receipts taxes levied by the State of New Mexico.

5. CASH HANDLING REPORTING

A. Lessee shall submit on a quarterly basis to the Lessor, an accounting of all food and beverage sales and food and beverage cart sales generated.

B. Lessee shall submit on a quarterly basis, to the Lessor, copies of all daily deposits.

6. UTILITIES

A. Lessee shall pay forty percent (40%) of all clubhouse gas and electric utility costs, billed by Lessor on a monthly basis. Such payments shall be due within fifteen (15) days of billing.

B. Lessee shall pay forty percent (40%) of all clubhouse refuse and telephone utility costs, billed by Lessor on a monthly basis. Such payments shall be due within fifteen (15) days of billing.

C. Lessee shall pay forty percent (40%) of all clubhouse pest control service costs, billed by Lessor on a monthly basis. Such payments shall be due within fifteen (15) days of billing. Pest control service costs excludes fly trap machines and parts.

D. Lessee shall pay forty percent (40%) of all clubhouse septic and one hundred percent (100%) of all grease trap service costs, billed by Lessor on a monthly basis. Such payments shall be due within fifteen (15) days of billing.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Lessor for the performance of this Lease. If sufficient appropriations and authorization are not made by the Lessor, this Lease shall terminate upon written notice being given by the Lessor to the Lessee. The Lessor's decision as to

whether sufficient appropriations are available shall be accepted by the Lessee and shall be final.

8. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the Lessor and the Lessee and shall terminate on December 31, 2019, unless sooner pursuant to Article 11 below.

9. OPTION TO RENEW

Lessee is granted, upon a satisfactory performance on October 31, 2019, an option to renew this Agreement for one additional year. Contractor and the City shall renegotiate the terms and conditions prior to renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

10. TERMINATION

A. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party in writing at least upon 60 days prior to the intended date of termination.

B. The Lessee shall render a final report of food and beverage sales up to the date of termination and shall submit this report to the Lessor.

C. The Lessee shall pay the Lessor for the any food and beverage sales rendered through the effective date of such termination, and utilities and for which compensation has not already been paid.

11. CARE OF BUILDING AND EQUIPMENT

A. The Lessee shall be responsible and pay for any and all routine maintenance of the Facility including the kitchen, snack grille and bar area, such as clogged sinks, grease trap, septic system, oven hood, fire suppression system etc., and shall keep all Lessor property in good condition with ordinary wear and tear excepted.

B. In the event of any breakdown of permanent fixtures (HVAC units, Security and/or Fire Alarm Systems, walk-in freezer, refrigeration units, roof and/or ceiling repair) to the building or malfunction of any Lessor property necessitating repair or replacement, the Lessee shall immediately notify in writing to the Lessor of such conditions. The Lessor shall replace or repair such property within a reasonable time upon receipt of written notification. The Lessee waives its rights to make any repairs at the expense of the Lessor except upon the written approval of the Lessor Manager or his/her designee.

C. Upon written request of the Lessee, the Lessor may furnish without charge to the Lessee, a limited storage and commissary space for stock and equipment where available. The decision whether space is available is within the sole discretion of the Administrative Manager. Locations of storage space requested by the Lessee shall be designated by the Administrative Manager. The Lessee shall acquire no rights to such locations once assigned, and the Lessor reserves the right to require the Lessee to move such storage.

D. The equipment below is provided by the Lessor, should a malfunction occur, it is the responsibility of the Lessee to maintain or replace equipment at your own expense. The equipment is as follows: Ice machine, microwave, sandwich bar, dishwasher (servicing of unit), storage shelving, tables, chairs, televisions, PA system, deep-fry cooker, and meat slicers.

E. Any equipment donated to the Lessee shall become City property.

## 12. CONTENTS INSURANCE

A. The Lessee, at its sole expense, shall insure any contents or equipment kept by it on the premises and used by it which it desires to have insured; it is understood that the Lessor shall not be required to furnish such insurance.

B. The Lessor shall not be responsible for any goods, merchandise or equipment stored by the Lessee at the kitchen, snack grille, bar area or outdoor patio.

C. The Lessor shall not be responsible for damage resulting from any power failure, flood, fire, explosion or other causes beyond the Lessor's control.

13. ALTERATIONS AND IMPROVEMENTS

Lessee shall make no alteration, addition or improvement to the premises for the uses described hereinabove without the prior, written consent of Lessor, which consent shall not be unreasonably withheld. Any alteration, addition or improvement made by Lessee after such consent shall have been given, and any fixtures installed as part thereof, shall become the property of the Lessor upon the termination of this Lease, unless Lessee elects to remove them and restore the premises to the condition existing prior to the installation of such fixtures, ordinary wear and use excepted; provided, however, that the Lessor shall have the right to require Lessee to remove such fixtures at Lessee's expense, upon the termination of this Lease.

14. STATUS OF LESSEE; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Lessee and its agents and employees are independent Contractors performing professional services for the Lessor and are not employees of the Lessor. The Lessee, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of Lessor vehicles, or any other benefits afforded to employees of the Lessor as a result of this Lease.

B. Lessee shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Lessee in the performance of the services under this Lease.

15. CONFIDENTIALITY

Any confidential information provided to or developed by the Lessee in the performance of this Lease shall be kept confidential and shall not be made available to any individual or organization by the Lessee without the prior written approval of the Lessor.

16. CONFLICT OF INTEREST

The Lessee warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Lease. Lessee further agrees that in the performance of this Lease no persons having any such interests shall be employed.

17. ASSIGNMENT; SUBCONTRACTING

The Lessee shall not assign or transfer any rights, privileges, obligations or other interest under this Lease, including any claims for money due, without the prior written consent of the Lessor. The Lessee shall not subcontract any portion of the services to be performed under this Lease without the prior written approval of the Lessor.

18. RELEASE

The Lessee, upon acceptance of final payment of the amount due under this Lease, releases the Lessor, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Lease. The Lessee agrees not to purport to bind the Lessor to any obligation not assumed herein by the Lessor unless the Lessee has express written authority to do so, and then only within the strict limits of that authority.

19. INSURANCE

A. The Lessee shall, at its own cost and expense, be required to carry and maintain in full force and effect comprehensive general liability insurance covering

bodily injury and property damage liability, in a form and with an insurance company acceptable to the Lessor, with limits of coverage in the maximum amount which the Lessor could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the Lessor is named as an additional insured and the Lessor is notified no less than 30 days in advance of cancellation for any reason. The Lessee will be required to furnish the Lessor with a copy of the Certificate of Insurance or other evidence of compliance with the provisions of this section prior to performing services under this Lease.

B. The Lessee shall obtain and maintain Workers' Compensation insurance required by law, to provide coverage for Lessee's employees throughout the term of this Lease. The Lessee shall provide the Lessor with evidence of its compliance with such requirement.

C. The Lessee shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage the amount required under the New Mexico Tort Claims Act.

D. The Lessee shall obtain a Liquor Liability insurance policy with liability limits in amounts not less than one million (\$1,000,000) combined single limit of liability for bodily injury, including death, and property damage in anyone occurrence. The Lessee shall provide the Lessor with evidence of its compliance with this requirement as a condition prior to performing services.

## 20. INDEMNIFICATION

The Lessee shall indemnify, hold harmless and defend the Lessor from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising

from Lessee's performance under this Agreement as well as the performance of Lessee's employees, agents, representatives and subcontractors.

21. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Lease is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Lessor and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Lease modifies or waives any provision of the New Mexico Tort Claims Act.

22. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Lessor and the Lessee. No person shall claim any right, title or interest under this Lease or seek to enforce this Lease as a third party beneficiary of this Lease.

23. RECORDS AND AUDIT

The Lessee shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Lessor and internal Auditor. The Lessor shall have the right to audit the billing both before and after payment. Payment under this Lease shall not foreclose the right of the Lessor to recover excessive or illegal payments.

24. APPLICABLE LAW; CHOICE OF LAW; VENUE

Lessee shall abide by all applicable federal and state laws and



regulations, and all ordinances, rules and regulations of the Lessor . In any action, suit or legal dispute arising from this Lease, the Lessee agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Lease shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

25. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

26. SCOPE OF AGREEMENT

This Agreement incorporates all the Leases, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such Leases, covenants and understandings have been merged into this Lease. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior Agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless Agreement throughout embodied in this Lease.

27. NON-DISCRIMINATION

During the term of this Agreement, Lessee shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Lessee hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

28. SEVERABILITY

In case anyone or more of the provisions contained in this Lease or

any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

29. NOTICE

Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

Any captions to or headings of the paragraphs of this Lease are solely for the convenience of the parties, are not a part of this Lease and shall not be used for the interpretation or determination of validity of this Lease or any provisions hereof.

To Lessor:

City of Santa Fe,  
Jennifer Romero, MRC Manager  
PO Box 909,  
Santa Fe, NM 87504-0909

To Lessee:

Northern Ventures, LLC (DBA: The  
Links Bar and Grill  
1613 Via de Estrellas  
Santa Fe, NM 87506

30. NO WAIVER

No waiver of a breach of any of the covenants contained in this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

31. ENTIRE AGREEMENT

The foregoing constitutes the entire Agreement between Lessor and Lessee, represents their entire understanding and defines all of their respective rights, title and

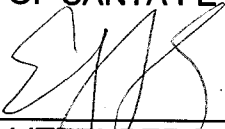
interest as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the parties are merged herein.

32. BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and is specifically enforceable.

IN WITNESS WHEREOF, the parties have executed this Lease on the date set forth below.

CITY OF SANTA FE (LESSOR):

  
\_\_\_\_\_  
ERIK LITZENBERG  
CITY MANAGER

Date: 11/30/18

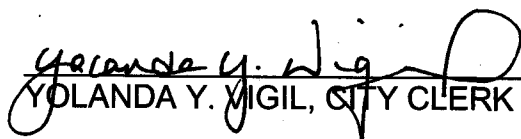
LESSEE:

  
\_\_\_\_\_  
FRANK GALLEGOS, OWNER

Date: 12/6/18

CRS #13-00122748  
City of Santa Fe Business  
Registration No18-00123230

ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK *aw*

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ERIN K. MCSHERRY, CITY ATTORNEY *11/5*

APPROVED:

  
\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR *mm*

51600.460255  
BUSINESS UNIT/LINE ITEM

Attachment "A" – NEGOTIATED W/VENDOR

Monthly Proposed Rent:

◇ January	\$275
◇ February	\$500
◇ March	\$500
◇ April	\$500
◇ May	\$1,300
◇ June	\$1,300
◇ July	\$1,300
◇ August	\$1,300
◇ September	\$1,300
◇ October	\$500
◇ November	\$500
◇ December	\$275

Special Events/Tournament functions (% per month):

◇ 40-99 people	6	% paid to City
◇ 100 and above	6	% paid to City

Proposed Percentages paid to the City:

◇ \$200,000	0	% paid to City
◇ \$250,000	0	% paid to City
◇ \$300,000 and above	1.5	% paid to City

Proposed Percentages paid to the City per month:

◇ Utilities (Gas/Electric)	40	% paid to City
◇ Utilities (Refuse/Telephone)	40	% paid to City
◇ Pest Control Services	40	% paid to City
◇ Septic/Grease Trap Cleaning Services	40/100	% paid to City