



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: November 10, 2015

or Procurement Director Award

Contractor/Vendor Name (DBA): Arthur Pack Desert Golf Course dba Wildcat Golf Partners

Project Title/Description:

Cooperative Management Agreement for operation of golf course

Purpose:

To reduce operation fees and collect past due fees by termination date of contract

Procurement Method:

Program Goals/Predicted Outcomes:

To manage and maintain golf course for public use

Public Benefit:

Public will continue to have use of a professional grade golf course

Metrics Available to Measure Performance:

Monthly reviews by County staff

Retroactive:

Yes, negotiations were in progress for reduction of fees and County Administrator approval

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: CTN Department Code: ED Contract Number (i.e., 15-123): 12*107

Amendment No.: Two (2) AMS Version No.: Four (4)

Effective Date: 11-01-2015 New Termination Date: 06-30-2019

Expense Revenue Increase Decrease Amount This Amendment: \$71,600.00

Funding Source(s): _____

Cost to Pima County General Fund: _____

To: COB - 10-28-15 (3)
pgs. 5

Contact: Aurora Hernandez

Department: ED&T

Telephone: 724-7255

Department Director Signature/Date:

Thomas R. Mellon

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items)

C. J. D'Arcey 10/26/15

PIMA COUNTY DEPARTMENT OF :
Economic Development and Tourism

PROJECT: COOPERATIVE MANAGEMENT AGREEMENT

CONTRACTOR: ARTHUR PACK DESERT GOLF COURSE
dba: WILDCAT GOLF PARTNERS, LLC

CONTRACT NO.: CTN ED 1200000 00000 0000107
07-71-W-134845-0704

CONTRACT AMENDMENT NO.: TWO (2)

CONTRACT

NO. CTN.ED-12000000000 00000 107

AMENDMENT NO. 02

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

ORIGINAL CONTRACT TERM: 07-01-2004 to 06-30-2014

ORIGINAL CONTRACT AMOUNT: \$380,141.00

TERMINATION DATE AMENDMENT ONE: 06-30-2019

AMOUNT AMENDMENT ONE: (\$ 20,141.00)

TERMINATION DATE THIS AMENDMENT: 06-30-2019

AMOUNT THIS AMENDMENT: \$ 71,600.00

AMENDMENT TWO
TO THE COOPERATIVE MANAGEMENT AGREEMENT FOR OPERATION OF
ARTHUR PACK DESERT GOLF COURSE
dba: WILDCAT GOLF PARTNERS, LLC

PARTIES: This Amendment Two of the Cooperative Management Agreement (Agreement) is made by and between Pima County, a political subdivision of the State of Arizona, (County), acting through its Economic Development and Tourism Department (ED&T), and Wildcat Golf Partners, LLC, a Delaware limited liability company (Manager).

RECITALS

1. Manager operates, manages, and maintains Crooked Tree Golf Course, formerly known as Arthur Pack Golf Course, under the Agreement, as previously amended by Amendment One.
2. Manager has not paid to County fees due under the Agreement since December 2014, and as of August 2015 owes County past due fees in the amount of \$48,600.00 ("Past Due Fees").
3. County and Manager desire to amend the Agreement to ensure that Manager pays Past Due Fees to County by the termination date of the Agreement, to reduce fees owed to County until such time as Gross Revenues exceed Manager's operating expenses, and to include additional terms and conditions.

AGREEMENT

1. **Section 3** of the Agreement is amended to strike **Sections 3.2, 3.3, and 3.4** in their entireties and replace them with the following:

3.2 Amount of Operating Fees

For any fiscal year in which Gross Revenues equal 115% or less of operating expenses, Manager shall pay County a monthly fee of \$500.00 ("Operation Fees"). If the annual Gross Revenues exceed operating expenses by 115% or more in any fiscal year, the County Administrator or his designee may increase the Operating Fees to a reasonable dollar amount between \$500 and \$6,000 per month.

3.3 Payment of Fees

Manager shall pay the Operation Fees in advance on the first of each month.

3.4 Past Due Fees

Manager agrees to pay County all Past Due Fees as outlined in the payment schedule attached as **Exhibit A**, with final payment to be made no later than end of the Agreement term, June 2019.

2. **Section 6** of the Agreement is amended to add the following to the end of **Section 6.1**:

Manager agrees to maintain golf course, buildings and surrounding property under the Agreement to at least the current conditions as of September 1, 2015, that have been benchmarked by Manager's first eleven (11) years of operating the Golf Course under the Agreement. Manager agrees to monthly review meetings by County and other professional staff to review the current conditions of the Golf Course. Manager agrees to remedy any negative findings with five (5) day notice of such findings.

3. **Section 19** of the Agreement is amended as follows:

From: 19.2 Reclaimed Water. Type A treated effluent (reclaimed water) is currently delivered to the Golf Course through a reclaimed water line from the County's Ina Road Wastewater Treatment Facility. Manager shall be required to pay for the utility costs necessary to pump the reclaimed water from the treatment facility to the Golf Course, and Manager shall be responsible for the cost of maintenance, repair and replacement of pumps on the Premises.

This new reclaimed water line is functional and is delivering reclaimed water to the Golf Course; Manager shall pay County for the reclaimed water it uses at the rate of One Hundred Dollars (\$100.00) per acre foot. This rate shall be adjusted periodically to reflect increases in the cost of the reclaimed water to the County; if the rate the County pays Tucson Water for delivery of the water increases, the rate paid by Manager shall increase by the same percentage. However, rate increases shall not exceed five percent (5%) as long as the Pima County cost of reclaimed water does not exceed One Hundred Dollars (\$100.00) per acre foot.

To: **19.2 Reclaimed Water.** Type A treated effluent (reclaimed water) is currently delivered to the Golf Course through a reclaimed water line from the County's Ina Road Wastewater Treatment Facility. Manager shall be required to pay for the utility costs necessary to pump the reclaimed water from the treatment facility to the Golf Course, and Manager shall be responsible for the cost of maintenance, repair and replacement of pumps on the Premises.

This new reclaimed water line is functional and is delivering reclaimed water to the Golf Course; Manager shall pay County for the reclaimed water it uses at the rate of One Hundred Dollars (\$100.00) per acre foot on a quarterly basis. Payment is due within 30 days of the date of the invoice from County. This rate shall not be adjusted unless the rate the County pays Tucson Water for the delivery of water increases. Rate increases shall not exceed five percent (5%).

4. **Section 10** of the Agreement is amended to insert **Section 10.9** as follows:

10.9 MARKETING:

Manager will search for additional sources of revenue related to golf activities, participate in monthly review meetings by County and other professional staff to discuss marketing and other opportunities to improve golf play, hire or realign current staff responsible for marketing and sales to sell and promote the facility in a greater capacity currently taking place, market the facility in whatever capacities it has at its disposal while County continues to the best of its ability to support the awareness of this public course, and work with the Tucson Conquistadors on the development of their First Tee Program and maximize operational activities on the new 9-hole course without interfering with First Tee activities.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The parties have affixed their signatures to this Amendment on the dates written below.

PIMA COUNTY

Sharon Bronson, Chair
Pima County Board of Supervisors

Date

WILDCAT GOLF PARTNERS, LLC



Rich Mueller,
Managing Director

9-24-15
Date

ATTEST:

Robin Brigode, Clerk of the Board

Date

APPROVED AS TO FORM:



Andrew Flagg, Deputy County Attorney
Civil Division

9/23/2015
Date

APPROVED AS TO CONTENT:



Tom Moulton, Director
Economic Development & Tourism

9/24/2015
Date

EXHIBIT A
WILDCAT PAYMENT SCHEDULE

| No. | Payment Date | Beginning Balance | Payment | Principal | Interest | Ending Balance |
|-----|--------------|-------------------|-------------|-------------|-----------|----------------|
| 1 | 11/1/2015 | \$ 48,600.00 | \$ 1,147.14 | \$ 1,045.89 | \$ 101.25 | \$ 47,554.11 |
| 2 | 12/1/2015 | \$ 47,554.11 | \$ 1,147.14 | \$ 1,048.07 | \$ 99.07 | \$ 46,506.04 |
| 3 | 1/1/2016 | \$ 46,506.04 | \$ 1,147.14 | \$ 1,050.25 | \$ 96.89 | \$ 45,455.79 |
| 4 | 2/1/2016 | \$ 45,455.79 | \$ 1,147.14 | \$ 1,052.44 | \$ 94.70 | \$ 44,403.35 |
| 5 | 3/1/2016 | \$ 44,403.35 | \$ 1,147.14 | \$ 1,054.63 | \$ 92.51 | \$ 43,348.72 |
| 6 | 4/1/2016 | \$ 43,348.72 | \$ 1,147.14 | \$ 1,056.83 | \$ 90.31 | \$ 42,291.89 |
| 7 | 5/1/2016 | \$ 42,291.89 | \$ 1,147.14 | \$ 1,059.03 | \$ 88.11 | \$ 41,232.86 |
| 8 | 6/1/2016 | \$ 41,232.86 | \$ 1,147.14 | \$ 1,061.24 | \$ 85.90 | \$ 40,171.62 |
| 9 | 7/1/2016 | \$ 40,171.62 | \$ 1,147.14 | \$ 1,063.45 | \$ 83.69 | \$ 39,108.18 |
| 10 | 8/1/2016 | \$ 39,108.18 | \$ 1,147.14 | \$ 1,065.66 | \$ 81.48 | \$ 38,042.51 |
| 11 | 9/1/2016 | \$ 38,042.51 | \$ 1,147.14 | \$ 1,067.88 | \$ 79.26 | \$ 36,974.63 |
| 12 | 10/1/2016 | \$ 36,974.63 | \$ 1,147.14 | \$ 1,070.11 | \$ 77.03 | \$ 35,904.52 |
| 13 | 11/1/2016 | \$ 35,904.52 | \$ 1,147.14 | \$ 1,072.34 | \$ 74.80 | \$ 34,832.18 |
| 14 | 12/1/2016 | \$ 34,832.18 | \$ 1,147.14 | \$ 1,074.57 | \$ 72.57 | \$ 33,757.61 |
| 15 | 1/1/2017 | \$ 33,757.61 | \$ 1,147.14 | \$ 1,076.81 | \$ 70.33 | \$ 32,680.80 |
| 16 | 2/1/2017 | \$ 32,680.80 | \$ 1,147.14 | \$ 1,079.05 | \$ 68.08 | \$ 31,601.75 |
| 17 | 3/1/2017 | \$ 31,601.75 | \$ 1,147.14 | \$ 1,081.30 | \$ 65.84 | \$ 30,520.44 |
| 18 | 4/1/2017 | \$ 30,520.44 | \$ 1,147.14 | \$ 1,083.55 | \$ 63.58 | \$ 29,436.89 |
| 19 | 5/1/2017 | \$ 29,436.89 | \$ 1,147.14 | \$ 1,085.81 | \$ 61.33 | \$ 28,351.08 |
| 20 | 6/1/2017 | \$ 28,351.08 | \$ 1,147.14 | \$ 1,088.07 | \$ 59.06 | \$ 27,263.00 |
| 21 | 7/1/2017 | \$ 27,263.00 | \$ 1,147.14 | \$ 1,090.34 | \$ 56.80 | \$ 26,172.66 |
| 22 | 8/1/2017 | \$ 26,172.66 | \$ 1,147.14 | \$ 1,092.61 | \$ 54.53 | \$ 25,080.05 |
| 23 | 9/1/2017 | \$ 25,080.05 | \$ 1,147.14 | \$ 1,094.89 | \$ 52.25 | \$ 23,985.16 |
| 24 | 10/1/2017 | \$ 23,985.16 | \$ 1,147.14 | \$ 1,097.17 | \$ 49.97 | \$ 22,887.99 |
| 25 | 11/1/2017 | \$ 22,887.99 | \$ 1,147.14 | \$ 1,099.46 | \$ 47.68 | \$ 21,788.53 |
| 26 | 12/1/2017 | \$ 21,788.53 | \$ 1,147.14 | \$ 1,101.75 | \$ 45.39 | \$ 20,686.79 |
| 27 | 1/1/2018 | \$ 20,686.79 | \$ 1,147.14 | \$ 1,104.04 | \$ 43.10 | \$ 19,582.75 |
| 28 | 2/1/2018 | \$ 19,582.75 | \$ 1,147.14 | \$ 1,106.34 | \$ 40.80 | \$ 18,476.41 |
| 29 | 3/1/2018 | \$ 18,476.41 | \$ 1,147.14 | \$ 1,108.65 | \$ 38.49 | \$ 17,367.76 |
| 30 | 4/1/2018 | \$ 17,367.76 | \$ 1,147.14 | \$ 1,110.96 | \$ 36.18 | \$ 16,256.80 |
| 31 | 5/1/2018 | \$ 16,256.80 | \$ 1,147.14 | \$ 1,113.27 | \$ 33.87 | \$ 15,143.53 |
| 32 | 6/1/2018 | \$ 15,143.53 | \$ 1,147.14 | \$ 1,115.59 | \$ 31.55 | \$ 14,027.94 |
| 33 | 7/1/2018 | \$ 14,027.94 | \$ 1,147.14 | \$ 1,117.91 | \$ 29.22 | \$ 12,910.03 |
| 34 | 8/1/2018 | \$ 12,910.03 | \$ 1,147.14 | \$ 1,120.24 | \$ 26.90 | \$ 11,789.78 |
| 35 | 9/1/2018 | \$ 11,789.78 | \$ 1,147.14 | \$ 1,122.58 | \$ 24.56 | \$ 10,667.21 |
| 36 | 10/1/2018 | \$ 10,667.21 | \$ 1,147.14 | \$ 1,124.92 | \$ 22.22 | \$ 9,542.29 |
| 37 | 11/1/2018 | \$ 9,542.29 | \$ 1,147.14 | \$ 1,127.26 | \$ 19.88 | \$ 8,415.03 |
| 38 | 12/1/2018 | \$ 8,415.03 | \$ 1,147.14 | \$ 1,129.61 | \$ 17.53 | \$ 7,285.43 |
| 39 | 1/1/2019 | \$ 7,285.43 | \$ 1,147.14 | \$ 1,131.96 | \$ 15.18 | \$ 6,153.46 |
| 40 | 2/1/2019 | \$ 6,153.46 | \$ 1,147.14 | \$ 1,134.32 | \$ 12.82 | \$ 5,019.15 |
| 41 | 3/1/2019 | \$ 5,019.15 | \$ 1,147.14 | \$ 1,136.68 | \$ 10.46 | \$ 3,882.46 |
| 42 | 4/1/2019 | \$ 3,882.46 | \$ 1,147.14 | \$ 1,139.05 | \$ 8.09 | \$ 2,743.41 |
| 43 | 5/1/2019 | \$ 2,743.41 | \$ 1,147.14 | \$ 1,141.42 | \$ 5.72 | \$ 1,601.99 |
| 44 | 6/1/2019 | \$ 1,601.99 | \$ 1,147.14 | \$ 1,143.80 | \$ 3.34 | \$ 458.19 |