

TEE TIME AND TRAIL PASS SERVICES AGREEMENT

"Compromise Amendment" prepared by Don Deakin

There are actually two service agreements tied together into one proposal. Because this is a 10-year complex Agreement with numerous ramifications and potential unintended consequences, it is recommended that the Amenity AUTHORITY Committee consider four different options, one of which offers a "Compromise Amendment" that could be a Win-Win-Win for all parties concerned, (Service Providers, Executive Golf Owners, and Residents).

Option 1: Approve the entire original proposal, today as is.

Option 2: Approve the Tee Time services Agreement, today as is; and approve the Trail Pass Services Agreement, today with a **"Compromise Amendment"** containing proposed language modifications, (as provided below).

Option 3: Approve the Tee Time Services Agreement today; and reject the Trail Pass Services Agreement.

Option 4: Reject the entire original proposal, today.

OPTION 2 – Compromise Amendment

1) Approve Tee Time Services Agreement, today as is.

(As is, except for any language changes necessary to accommodate meeting the INTENT of the "Compromise Amendment to the Trail Pass Services Agreement".)

2) Approve Trail Pass Services Agreement, today with a "Compromise Amendment" containing the following proposed language modifications:

Page 4, paragraph a., DELETE lines 8-11:

"Executive Owners shall work together in good faith to establish a uniform charge for Trail Passes, together with annual increases thereto equal to the cumulative change in the Consumer Price Index for All Urban Consumers over the twelve-month period that is between three and fifteen months prior to annual increase." (Note: This language assumes that there will always be an "increase". "Adjustment" might be a better term.)

ADD:

"The Amenity Authority Committee shall retain the authority to set the rates for Trail Pass Fees for executive golf courses within their jurisdiction prior to the beginning of each fiscal year, (i.e., October 1)."

Page 4, paragraph b., DELETE line 5:

"for the uniform charge established by the Parties"

ADD:

"The difference between the current and future Trail Pass Fee rates, (as provided for in this Agreement), and the Trail Pass Fee rates set by the Amenity Authority Committee in their Rate Rule, shall be transmitted each month to VOC from the Amenity Authority Committee's Net Earned Trail Pass Revenue account.