



City of Calistoga

Mount Saint Helena Golf Course Request for Proposals

CITY OF CALISTOGA
REQUEST FOR PROPOSALS
MT. ST. HELENA GOLF COURSE
OPPORTUNITY TO OPERATE, LEASE, REHABILITATE AND MAINTAIN

Including the Tucker Building and Associated Golf Course Facilities

RFP No.: 26-FAIR1000

Release Date: September 3, 2026

Proposal Due: November 16, 2026, at 3:00 p.m. Pacific Time

Packet ATTN:
City Clerk, City of Calistoga
1232 Washington Street
Calistoga, California 94515

RFP AT A GLANCE

Item	Information
Property	Mt. St. Helena Golf Course, Calistoga, California and related buildings and facilities
Course	Historic public 9-hole golf course
Buildings and Facilities	Tucker Building, attached maintenance barn, pole-barn cover, course grounds and designated parking/shared-use areas
Opportunity	Operate, lease, rehabilitate and maintain the property, including the golf course and the additional buildings and facilities (collectively, the "Golf Course Property")
Current Tucker Building Rent	\$3,000 per month
Utilities	Operator responsible for all utilities serving the Golf Course Property
Maintenance	Operator responsible for maintaining the golf course, grounds, landscaping, buildings and facilities on and within the Golf Course Property
Rent	Proposers may recommend a fixed, stepped, tiered, percentage, or other financially sustainable rent structure
Award	Subject to City Council approval and execution of final lease/operating agreement ("Agreement")



Mt St Helena Old Golf Course Map, Holes and Tees

TABLE OF CONTENTS

- I. Introduction and Purpose of RFP
- II. Background
- III. Property Description
- IV. City Objectives
- V. Lease Agreement and Financial Structure
- VI. Operator Responsibilities
- VII. Golf Course and Landscape Maintenance Standards
- VIII. Tucker Building Operations and Improvements
- IX. Water, Reclaimed Water and Utilities
- X. Emergency, Fairgrounds Infrastructure, Shared-Use Requirements and Public Benefits
- XI. Rehabilitation and Capital Improvements
- XII. Operating, Staffing and Customer-Service Requirements
- XIII. Mandatory Proposal Content; City's Evaluation

Proposals must be received by the City of Calistoga no later than November 16, 2026, at 3:00 p.m. Pacific Time. Proposals received after the deadline may be deemed non-responsive and rejected.

XIV. Consolidated City Requirements and Opportunities (1-10)

XV. Proposal Submission Requirements

RFP Release Date: September 3, 2026

Proposal Due Date and Time: November 16, 2026, at 3:00 p.m. Pacific Time

Evaluation/Scoring Date: November 18, 2026

XVI. Evaluation and Selection

XVII. RFP Schedule and Communications

XVIII. Site Inspection and Due Diligence

XIX. General RFP Conditions

XX. Insurance, Indemnification, and Legal Compliance

Appendix A – City Wish List Response Form

Appendix B – Total Economic Value / Lease Agreement Consideration Form

Appendix C – Fairgrounds Parking Operations Plan

Appendix D – Fairgrounds Landscape Maintenance Offer

Appendix E – Financial Proposal / Evaluated Value Worksheet

Appendix F – Proposal Form And Rent Offer

Appendix G – Operating Plan

Appendix H – Maintenance Plan

Appendix I – Rehabilitation And Tucker Building Plan

Appendix J – Proposer Certifications

I. INTRODUCTION AND PURPOSE OF RFP

The City of Calistoga (“**City**”) invites proposals from qualified and experienced golf course operators (“**Proposers**”) to operate, lease, rehabilitate and maintain the Mt. St. Helena Golf Course and associated buildings and facilities, including the Tucker Building, all of which are collectively referred to in this RFP as the Golf Course Property.

City is seeking an operator with the experience, financial capacity, staffing, equipment, management ability and long-term vision necessary to return the Golf Course Property to a safe and functional public use, while also creating a financially sustainable golf and community recreation operation.

The successful Proposer will be responsible for day-to-day operation of the Golf Course Property, including maintenance and repair of the golf course, landscaping, buildings, facilities and utilities; staffing; customer service; obtaining applicable permits and licenses; and implementation and completion of the approved operating and rehabilitation plan.

The RFP is intended to establish a long-term relationship with an operator capable of maintaining the Golf Course Property in a first-class manner, while also creating public opportunities for golf, instruction, tournaments, events, food and beverage and other compatible uses available to adults and youth.

II. BACKGROUND

The Mt. St. Helena Golf Course in Calistoga, California, is a historic public 9-hole golf course that has served local golfers for decades. The course was designed by Jack Fleming and opened in 1952 with an executive layout consisting of seven par-4 holes and two par-3 holes and views toward Mt. St. Helena and the Palisades.

The golf course closed permanently in October 2023 due to safety concerns and budget constraints. The Golf Course Property was purchased by the City in July 2024. The City is now seeking a qualified operator to rehabilitate and reopen the Golf Course Property for public use.

The City recognizes that the Golf Course Property is more than only a golf course. The Tucker Building and associated facilities provide an opportunity for an operator to create a broader golf-club and community destination that includes private and public uses for adults and youth, provision of food and beverage, instructional opportunities, hosting of tournaments and events and other compatible activities.

The City's priorities also include reopening and revitalizing the course, maintaining coordination on reclaimed water, accommodating emergencies and Fairgrounds events, maintaining financial stability and establishing a long-term vision and plan for safe and functional public use.

III. PROPERTY DESCRIPTION

The Golf Course Property is anticipated to include the following, subject to the execution of the Agreement and with its exhibits:

- The 9-hole Mt. St. Helena Golf Course grounds, or a portion thereof.
- The Tucker Building, including a potential pro shop, restaurant, bar, food and beverage area and clubhouse.
- The maintenance building attached to the Tucker Building.
- The pole-barn cover near the Tucker Building and associated maintenance/storage areas.
- Course infrastructure, reclaimed water irrigation system serving the golf course, fencing, landscaping, paths and related improvements.
- Parking areas designated by the City, including areas that may be subject to shared use for Fairgrounds activities.

The City will provide or make available a site plan and final description of the Golf Course Property as part of the leasing process. Proposers are responsible for undertaking their own due diligence related to the Golf Course Property, including, among other things, inspecting the Golf Course Property and its existing condition and identifying any assumptions or exclusions with respect to their proposal.

IV. CITY OBJECTIVES

The City's primary objectives for this RFP are the following:

- Reopen and revitalize the historic Mt. St. Helena Golf Course.
- Cause the Golf Course Property to be available for safe and functional public recreational use.
- Select a qualified operator with demonstrated golf-course management, operation and maintenance experience.
- Establish clear accountability for on-going course maintenance, landscaping, repairs, buildings, facilities, utilities and day-to-day operations.
- Revitalize the Tucker Building as a full-service golf-club facility for private and public use.
- Create revenue-producing activities at the Golf Course Property, including food and beverage sales, pro shop, instruction, tournaments, leagues, events and other compatible activities.
- Maintain close coordination with the City regarding reclaimed water and water usage.
- Maintain the scenic and environmental character of the Golf Course Property.
- Preserve flexibility for and cooperation with respect to emergency use of the Fairgrounds and large Fairgrounds event operations.
- Establish a financially sustainable lease structure that recognizes the investment required to rehabilitate, maintain and operate the Golf Course Property.

A Proposer requesting a deviation from any City objective and/or material RFP requirement shall identify in the Exceptions and Deviations section of the proposal the exact objective or requirement in the Exception and Deviation Schedule (defined below), explain the requested deviation, provide the proposed alternative, and explain the financial or operational reason for the request. The City is not obligated to accept a nonconforming proposal.

V. LEASE AGREEMENT AND FINANCIAL STRUCTURE

A. Lease and Operating Agreement

The selected Proposer will be required to enter into a lease and operating agreement (“**Agreement**”) with the City in a form and substance approved by the City Attorney and subject to City Council approval. The Agreement will establish the term, rent, maintenance obligations, capital improvement responsibilities, insurance, indemnification, utilities, operating standards, default and termination provisions, and other applicable terms and conditions, as determined by the City. Proposers shall identify any concerns regarding the proposed terms of the Agreement in the Exceptions/Deviations section of their proposal.

Terms and conditions of the Agreement, will include, among others, the following:

- **Term:** The initial term of the Agreement may be between ten (10) years and twenty-five (25) years. The term is intended to provide sufficient operating certainty for a qualified operator to make meaningful rehabilitation and capital investments, while preserving the City's need to protect the public interest. Proposers must explain their requested term, the capital investment it supports, and the proposed financial return to the City. The Agreement term is subject to City Council approval and applicable law.
- **Rent/Percentage Rent:** The minimum base rent for the entire Golf Course Property shall be no less than \$3,000 per month (\$36,000 annually), representing the current Tucker Building rental benchmark. Proposers shall state a base rent equal to or greater than this minimum. Proposers may

also propose percentage rent, provided that any percentage-rent structure does not reduce the guaranteed minimum base rent unless expressly approved by the City Council.

- Rent Escalation: Typically base rent escalates annually by 3 to 5% or based on CPI
- Security Deposit: As security for operator's performance under the Agreement, operator shall deliver to the City a cash security deposit in the amount minimum amount of \$5000.00, subject to financial review of operator.
- Records; Audit Rights: The operator shall maintain complete and accurate books and records for all operations conducted on at the Golf Course Property. The City shall have reasonable rights to review and audit records necessary to verify rent, percentage rent, compliance with the operating plan and financial performance. Proposers shall identify their accounting system, point-of-sale system, financial reporting practices and proposed frequency of reporting.
- Capital Improvement Security: As security for operator's performance of its capital improvement obligations under the Agreement, operator may be required to provide payment and performance bonds, additional insurance and/or other financial assurances (the form and substance of which will be acceptable to the City) in amounts and of a quality appropriate for the size and nature of the improvements, as determined by the City. Proposed capital work shall not be credited against rent or other Agreement obligations, unless expressly approved in writing by the City.
- Insurance Requirements: The selected operator shall maintain insurance throughout the term of the Agreement in forms and amounts approved by the City. The City anticipates requiring at a minimum the following insurance: Commercial General Liability of \$2,000,000 per occurrence and \$4,000,000 aggregate; Automobile Liability of \$1,000,000 combined single limit; Workers' Compensation as required by California law and Employer's Liability of \$1,000,000; and umbrella/excess liability of \$5,000,000. Property, equipment, liquor liability, cyber, pollution/environmental, or other coverage shall be required when applicable to the operator's proposed uses. The City, its elected and appointed officials, employees and agents shall be named as additional insured, as required by the City. Final limits, endorsements and waiver requirements shall be established by the City Attorney and the City's risk-management requirements.
- Indemnification: Operator shall defend (with counsel acceptable to City), indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents and volunteers from claims, damages, losses, liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to the operator's use, operation, maintenance, repair or improvement of the Golf Course Property, except to the extent caused by City's gross negligence or intentional misconduct.
- Assignment: The operator may not assign the Agreement, transfer a controlling interest, sublease material portions of the Golf Course Property, or transfer operational control without prior written City approval. Proposers shall disclose all ownership entities and proposed management entities.
- Termination: The Agreement shall include termination for cause language and, subject to applicable law and negotiated Agreement terms, termination for convenience or City need.
- Defaults/Remedies: The Agreement shall establish operator defaults and applicable cure periods, which defaults will include, without limitation, failure to pay rent or other amounts when due; failure to maintain required insurance or security; abandonment of the Golf Course Property; failure to meet maintenance standards; failure to timely perform approved rehabilitation work; unlawful use of the Golf Course Property; failure to maintain required permits or licenses; misrepresentation; insolvency or bankruptcy to the extent permitted by law; and failure to comply with City safety requirements. Except for defaults requiring immediate action pursuant to the Agreement or applicable law, the operator shall receive written notice and an opportunity to cure for the period set out in the Agreement. The Agreement will also set out remedies of the City with respect to such defaults.

- Miscellaneous. The Agreement shall also include notice requirements, surrender obligations and such other terms and conditions as determined by the City.

B. Existing Tucker Building Rental Income

The Tucker Building is currently rented for \$3,000 per month. This existing rental amount is provided as a financial benchmark for Proposers. Proposers shall explain how their proposed rent and business model compare with and build upon this existing revenue stream.

C. Proposed Rent

The City recognizes that the golf course requires rehabilitation and that the operator will assume significant operating and maintenance responsibilities. Proposers may therefore propose a financially sustainable rental structure plus rent escalator, including a fixed monthly rent, stepped or tiered rent, an initial rental ramp-up period, a base rent plus a percentage of gross revenue or another structure clearly described in the proposal.

Each proposal must identify the proposed monthly and annual rent payable to the City, the timing of any increases, any proposed initial rent period, and the conditions for any proposed rent adjustment or deferral.

The City is not obligated to select the proposal offering the highest rent. The City may consider the total value of the proposal, including rent, capital investment, maintenance commitments, operational quality, financial strength, public benefit and long-term sustainability.

D. Operator Costs

Except for responsibilities expressly retained by the City in the Agreement, the operator shall bear all costs and expenses to operate and maintain the Golf Course Property. Proposers shall not assume that the City will provide labor, equipment, routine maintenance, utilities, supplies or operating expenses unless specifically identified in the Agreement.

E. No Revenue Guarantee

The City makes no guarantee regarding any of the following at the Golf Course Property: rounds played, memberships, tournaments, events, instruction, pro shop sales, food and beverage sales, revenues or other operating income. Proposers are responsible for independently evaluating the Golf Course Property and developing their own financial projections.

VI. OPERATOR RESPONSIBILITIES

The operator shall provide all labor, supervision, equipment, materials, supplies and services necessary to operate and maintain the Golf Course Property in a first class manner consistent with comparable public courses in the region, including performance of all tasks described below, and excluding only City responsibilities described in the Agreement.

- Operate the golf course in a professional, safe, customer-focused and financially responsible manner.
- Maintain the entire golf course and course-side landscape to the standards set out in this RFP and the Agreement.
- Maintain greens, tees, fairways, roughs, turf areas and other playing surfaces to the standard set out in the Agreement.
- Maintain course landscaping, trees, shrubs, fencing, irrigation, drainage, paths, hardscape and parking serving the Golf Course Property to the standard set out on the Agreement.
- Perform routine and preventive maintenance and repairs on golf course systems, equipment and facilities.

- Provide and maintain golf-course equipment necessary to operate the course.
- Operate and staff the pro shop and other customer-service functions proposed by the operator.
- Provide appropriate staffing, management and supervision for all operations.
- Maintain the Tucker Building and associated structures, including undertaking routine repairs on building systems, fixtures, equipment, and interior and exterior areas assigned to the operator.
- Pay all utilities serving the Golf Course Property, subject to the Agreements metering and billing provisions.
- Obtain and maintain required business licenses, permits, certifications and approvals.
- Maintain insurance required by the City.
- Maintain ADA accessibility and comply with applicable laws and building, fire, health, safety and environmental requirements.
- Maintain a clean, safe and attractive Golf Course Property at all times.
- Deliver to City an emergency contact and designated responsible manager.
- Promptly address safety hazards, significant property damage, utility failures and other conditions affecting public safety or property protection.

VII. GOLF COURSE AND LANDSCAPE MAINTENANCE STANDARDS

The City intends for the golf course maintenance program to be outcome-based. Consistent with the City's landscape RFP, the operator will be responsible for developing the staffing, equipment, materials, frequency and methods necessary to achieve the City's required outcomes. The City may inspect the work and require corrective action when standards are not met.

The City requires the operator to furnish all labor, insurance, materials and equipment and to establish maintenance practices based on measurable property outcomes rather than a prescribed labor formula.

A. Minimum Course Maintenance

The following are the minimum course maintenance standards that the operator must observe. However, the operator remains responsible for determining staffing, equipment, agronomic practices and frequency necessary to achieve these outcomes.

- Greens: maintain playable, safe and consistently managed putting surfaces, including mowing, edging, irrigation, fertilization, aeration and other appropriate first-class turf practices.
- Tees: maintain clean, playable and properly mowed teeing areas, including routine turf care and divot management.
- Fairways: maintain playable turf surfaces, mowing patterns, weed control, irrigation and seasonal turf care.
- Roughs and non-play turf: maintain at appropriate heights and in a safe, orderly condition.
- Irrigation: inspect, operate, program and repair course-side irrigation components serving the course.
- Drainage: routinely inspect and maintain drainage features serving the golf course.
- Trees and shrubs: routine pruning and care, removal of dead or hazardous material, and prompt response to safety concerns.
- Fencing and gates: maintain all in safe, secure and functional condition.
- Paths, hardscape and parking: keep clean, safe, reasonably free of debris and maintained for public use.
- Trash and debris: remove routinely from the course and the Golf Course Property.
- Equipment: maintain, repair, safely operate and properly store all operator-owned equipment.

- Weather response: promptly address fallen limbs, debris, erosion, irrigation damage and other hazards following significant weather.

B. Maintenance Plan and Seasonal Maintenance Schedule

Within the time specified by the Agreement, the operator shall submit a written annual maintenance plan and seasonal maintenance schedule (collectively, “**Maintenance Plan**”). The Maintenance Plan shall identify proposed frequencies for mowing, irrigation inspection, turf treatment, tree and shrub work, drainage inspection, equipment maintenance, debris removal and other recurring activities. The operator shall adjust maintenance frequency as necessary to maintain the required outcome standards. The City will not prescribe the operator's staffing model, provided the required outcomes are consistently achieved. The Maintenance Plan, shall include the following:

- Seasonal Maintenance Calendar and Emergency Response Protocol: The operator shall maintain a seasonal maintenance calendar addressing high-growth periods, drought and water restrictions, storm preparation, wildfire-season vegetation management, winter weather, course opening/closure procedures and emergency response protocol.
- Equipment Maintenance: The operator shall provide and maintain all equipment necessary to perform the required work. Equipment shall be stored securely, maintained in safe condition, operated by trained personnel and removed from service when unsafe.
- Paths, Parking, Fencing and Site Cleanliness: Paths, parking areas, fencing, gates, landscape edges and other site features within the Golf Course Property shall be kept clean, safe, functional and free of avoidable hazards. Litter, debris, graffiti and unauthorized dumping shall be addressed promptly by operator.
- Turf Maintenance: The operator shall implement an integrated approach to weeds, pests and turf health consistent with applicable law and manufacturer requirements. Chemical applications shall be performed only by properly trained or licensed personnel and shall comply with all notification, storage, handling and recordkeeping requirements.
- Trees and Landscape: The operator shall maintain trees, shrubs and landscape areas within the Golf Course Property in a safe and attractive condition. Dead, diseased or hazardous material shall be identified and addressed. Tree work requiring an arborist, permit or specialized contractor shall be performed by properly qualified personnel.
- Trees and Landscape: The operator shall be responsible for routine tree trimming and pruning, removal and cleanup of fallen limbs and vegetative debris, and general tree-area cleanup throughout the Golf Course Property. Tree maintenance shall protect public safety, golf play, irrigation systems, buildings, fencing, paths, parking areas, and neighboring property. Major tree removals, work involving potentially hazardous trees, or work requiring specialized assessment shall require prior City approval and, when appropriate, evaluation or performance by a qualified arborist, as determined by the City.
- Drainage and Erosion: The operator shall inspect drainage features and address routine debris, sediment, vegetation and minor maintenance issues. Erosion, washouts or drainage failures that create safety hazards shall be promptly reported to the City and addressed pursuant to the Agreement.
- Irrigation and Water Management: The operator shall inspect irrigation systems routinely; operate controllers; repair or replace heads, valves, lines and related components; identify leaks; maintain appropriate pressure and coverage; and maintain records of significant repairs. Irrigation shall be scheduled to minimize waste and coordinate with the City's reclaimed-water delivery requirements.

- **Roughs and Naturalized Areas:** Roughs and non-play areas shall be maintained at heights and conditions appropriate to the approved golf-course operating plan. Areas shall be managed to prevent unreasonable fire hazards, pest infestations, overgrowth or unsafe conditions.
- **Fairways:** Fairways shall be maintained to provide a consistent playable surface. The operator shall perform mowing, edging where appropriate, irrigation, fertilization, weed management, aeration and seasonal turf rehabilitation.
- **Tees:** Tees shall be mowed, edged, irrigated and maintained for safe and level play. The operator shall manage divots, turf wear, weeds and compacted areas and shall rotate tee markers as appropriate.
- **Greens:** Greens shall be maintained as safe, playable putting surfaces. Work shall include mowing at appropriate heights, edging, cup and hole maintenance, irrigation inspection, fertilization, aeration, topdressing, thatch management, disease and pest monitoring, weed control, divot and surface repair, and other first-class practices reasonably necessary to maintain turf health and playability.
- **General Condition:** The operator shall maintain the course at a condition appropriate for a first-class, professionally operated public golf course and consistent with standards maintained at other comparable public golf courses in the region. The above requirements establish minimum performance outcomes. The operator remains responsible for determining staffing, equipment, agronomic practices and frequency necessary to achieve these outcomes.

C. Workmanship, Quality and Safety

- Work shall be performed by experienced personnel directly employed by the operator or by subcontractors approved by the City.
- Employees shall possess required licenses, training and certifications.
- Appropriate personal protective equipment shall be used.
- Equipment shall be maintained in safe operating condition.
- The City may require unsafe equipment to be removed from service and replaced.
- The operator shall provide to the City an emergency telephone number and email contact.
- Operators must familiarize themselves with and adhere to all City, county, state and federal laws, ordinances or rules regarding hazardous materials, chemicals, pesticides and equipment.

D. Inspection, Corrective Work and Record Keeping

- **Inspection:** The City may inspect the Golf Course Property at reasonable times during the term of the Agreement to determine if operator is complying with all terms and conditions of the Agreement.
- **Corrective Work:** If deficiencies are identified, the City will provide written notice requiring corrective work. The operator shall correct all deficiencies within a reasonable period established by the City based on the nature of the deficiency, provided that safety hazards identified by the City will be corrected immediately. Repeated failures to meet required maintenance standards will constitute a breach of the Agreement.
- **Record Keeping:** The operator shall maintain records of significant maintenance activities, irrigation repairs, chemical applications, equipment maintenance, hazardous conditions and remediation, tree work, storm response and corrective work. Records shall be available to the City upon reasonable request.

VIII. TUCKER BUILDING OPERATIONS AND IMPROVEMENTS

The Tucker Building is a central component of the opportunity presented by this RFP. The City seeks an operator who will activate the building as a high-quality golf and community facility. With respect to the

Tucker Building, operator will be required to perform certain tasks set out below and should propose how to accomplish the other City desired results listed below:

City Requirements.

- Operate and maintain the Tucker Building as part of the overall golf-course business.
- Pay all utilities serving the Tucker Building.
- Perform routine maintenance, repairs, cleaning and upkeep of the building and associated facilities described in the Agreement.
- Maintain the building in a clean, safe, attractive and welcoming condition.
- Maintain ADA accessibility and comply with applicable life-safety requirements.
- Complete improvements approved by the City in accordance with permits, plans and Agreement.

City Preferences.

- Operate a pro shop that sells golf related merchandise and provides excellent customer-service.
- Provide food and beverages to the public by operating a restaurant, bar, catering/event operation and/or other compatible uses.
- Provide golf instruction, clinics, tournaments, events, leagues and community activities for adults and youth.

A. Tucker Building Activation Plan

Proposers shall provide a specific plan describing proposed uses, anticipated hours, staffing, investment, funding, renovation priorities, timeline and anticipated revenue. Proposers are encouraged to identify creative uses that support golf operations while providing public and community benefits to adults and youth. A Proposer choosing not to operate a pro shop, restaurant, bar or related uses shall explain how it intends to activate the Tucker Building, support golfers and generate sufficient revenue to maintain the building and contribute to the overall financial sustainability of the operation. Any restaurant, bar, alcohol service, commercial kitchen, food service, event use or other regulated activity shall be subject to all applicable permits, licenses, health requirements, fire requirements, building requirements, alcohol regulations and City approvals. The Proposer is responsible for obtaining and maintaining all required approvals at its own expense unless otherwise stated in the Agreement.

B. Current Rental Income Benchmark

The existing Tucker Building rental income of \$3,000 per month should be addressed in each Proposer's financial analysis. Proposers should explain whether their proposal would retain, replace or expand the revenue-generating uses currently associated with the Tucker Building.

IX. WATER, RECLAIMED WATER AND UTILITIES

A. Reclaimed Water Coordination

The golf course serves an important City wastewater-management and beneficial-reuse function by providing a location for the application and dispersal of reclaimed water, particularly during periods when discharge to the Napa River is unavailable, restricted or otherwise cannot occur. Continued reclaimed-water use at the golf course is therefore a material operating requirement of this RFP and the resulting Agreement.

The selected operator shall be obligated to accept and beneficially use no less than 30.2 million gallons and no more than 38.0 million gallons of reclaimed water annually, at a maximum delivery/application rate of 225 gallons per minute (gpm), subject to the City's operating direction, system capabilities, applicable regulatory

requirements, weather, turf conditions, and the final reclaimed-water operating protocol. The operator shall actively coordinate irrigation schedules and course operations with City staff so the City can continue this level of reclaimed-water use while maintaining the course in a safe and playable condition.

Historical reclaimed-water use at the golf course has averaged approximately 30 million gallons annually over the last 20 years, with a peak annual use of approximately 46.4 million gallons during one year. This historical information is provided to demonstrate the importance and established role of the golf course in the City's reclaimed-water program.

There will be no charge to the golf operator for reclaimed water furnished to it in the Agreement. In consideration of receiving reclaimed water at no charge, the operator shall cooperate with the City in scheduling and applying reclaimed water, maintain the irrigation system and operator-controlled infrastructure necessary to receive and distribute the water, promptly address leaks or operational issues within the operator's responsibility under the Agreement, and adjust watering practices when reasonably requested by the City to support wastewater-management needs.

The Proposer shall prepare a Water / Reclaimed-Water Utilization Plan ("**Water Plan**"), which Water Plan shall specifically demonstrate how the proposed course operation, irrigation system, staffing and maintenance program will reliably accommodate the required annual reclaimed-water volume and maximum 225 gpm rate. Any proposed irrigation or storage improvements, including the City's wish-list concept for a larger reclaimed-water pond, should explain how the improvements would increase operational flexibility and support the City's reclaimed-water disposal and beneficial-reuse needs.

B. Utilities

The operator shall pay all utility and utility-related costs attributable to the Golf Course Property, including, as applicable, electricity, natural gas, potable water, sewer, solid waste, telecommunications and internet. Reclaimed water furnished pursuant to Section IX.A will be provided at no charge, subject to the operator fulfilling the reclaimed-water acceptance, coordination, irrigation, maintenance and operating obligations stated in this RFP and the Agreement.

The Agreement will identify ownership and responsibility for any City-owned utility infrastructure located outside the Golf Course Property or serving multiple City facilities. The operator remains responsible for all routine utility-related maintenance and repairs within the Golf Course Property, unless expressly excluded in the Agreement.

C. Water Conservation, Run Off and Reporting

The operator shall monitor water use, promptly repair leaks and irrigation failures, and implement reasonable water usage and drainage run off practices. Any proposed modification to City-owned water or reclaimed-water infrastructure requires prior City approval. Submission to City of a monthly reclaimed water report shall be required.

X. EMERGENCY, FAIRGROUNDS INFRASTRUCTURE, SHARED-USE REQUIREMENTS AND PUBLIC BENEFITS

The golf course is part of the City's broader Fairgrounds property. The operator shall recognize that the Golf Course Property may periodically be needed for emergency operations, Fairgrounds events, public safety activities or other City uses.

- Golf operations may be temporarily halted or modified when reasonably necessary for an emergency or approved City/Fairgrounds use.
- The operator shall cooperate with City staff regarding emergency activation protocols.
- During the term of the Agreement, Cal Fire, fire, police, ambulance and other emergency access routes shall remain open and unobstructed.
- Fairgrounds event parking may occur in portions of the Golf Course Property designated by the City, such as the west side of fairways 2 and 8; provided that the final parking plan, including the location of parking and the impact of City events on parking, will be set out in the Agreement. The City has identified up to twelve (12) large Fairground priority events during each calendar year of operation that will occur on weekends and must be factored into and accommodated with respect to parking for the Golf Course Property.
- The operator shall coordinate event parking, access, traffic circulation and restoration of affected areas with City/Fairgrounds staff.
- The operator shall not unreasonably interfere with City operations, emergency access or approved Fairgrounds activities.

Proposers shall describe how they will accommodate these shared-use requirements and identify any operational or financial assumptions.

A. FAIRGROUNDS PARKING – REQUIRED OPERATOR SOLUTION

The City currently utilizes portions of the golf course, including at least the last two fairways near the Pavilion, for parking associated with large Fairgrounds events. The City will retain the right to use these areas for Fairgrounds event parking for up to twelve (12) large-event weekends per calendar year. This is an existing and continuing City use of the Golf Course Property and shall be incorporated into the Proposer's operating, maintenance, rehabilitation, and financial plans.

The Proposer shall provide a plan demonstrating how golf-course operations will accommodate this City use, including protection of turf and irrigation infrastructure, vehicle circulation, temporary course closures or modifications when necessary, preparation of parking areas, and timely restoration of the golf course following events.

The City will retain control of the Fairgrounds event parking and all associated parking revenues, unless otherwise expressly authorized by the City in the Agreement. The Proposer shall not assume any right to manage City event parking or collect parking fees.

Proposers shall consider the City's event-parking requirements when proposing improvements to the last two fairways and shall not design or construct improvements that would materially interfere with the City's continued ability to use these areas for large-event parking.

The Agreement will establish the City's notice requirements for events, the operator's responsibilities, restoration standards and coordination procedures. The City will retain authority over Fairgrounds event scheduling and emergency use.

The Proposer shall identify the estimated cost of its proposed parking solution and state whether those costs are included in its operating budget, capital plan or proposed Agreement economics. The City will evaluate the quality, feasibility and cost-effectiveness of the proposed solution.

The proposal shall include a conceptual site/parking plan, which may use narrative, diagrams, maps or other graphics, showing how vehicles will enter, circulate, park, exit and remain separated from active golf

operations. The Proposer may recommend temporary parking systems, protective turf measures, designated vehicle routes, traffic control, staffing, signage, fencing, event-day closures, restoration procedures or permanent improvements.

The City is intentionally asking the Proposer—not the City—to develop the operational solution for continuing this shared parking use. The Proposer shall not exclude event parking from its operating plan. Instead, the Proposer shall demonstrate how it will safely and efficiently accommodate the City's existing parking needs while protecting the golf course. Creative ideas are strongly encouraged.

Because the City currently uses the last two fairways of the golf course for Fairgrounds event parking. This is an existing condition of the Golf Course Property and is a required consideration in every proposal.

B. CITY WISH LIST – OPTIONAL INFRASTRUCTURE AND PUBLIC BENEFIT OPPORTUNITIES

The City has identified the following infrastructure and public-benefit opportunities as a wish list for the future of the golf course. These items are not mandatory improvements unless expressly identified elsewhere in the RFP or the Agreement. The City is asking Proposers to think creatively about how these improvements could be incorporated into the golf-course business model, funded, phased and delivered.

The City does not guarantee that any proposed infrastructure project will be approved, funded or constructed. Proposers shall not assume that a City contribution, rent credit or reimbursement will be available unless specifically included in the Agreement or another agreement approved and executed by the City.

Proposers are not required to propose all four (4) wish list options. The City will evaluate the quality, feasibility, public benefit, financial sustainability, capital investment and operational practicality of proposed improvements. For each improvement project, the Proposer should identify for the City the scope, estimated cost, funding source, any requested City contribution, operator contribution, schedule, maintenance responsibility, permits, anticipated revenue or savings, and any requested rent credit or cost-sharing.

1. Fairgrounds Landscape Maintenance

The City would like Proposers to consider whether the operator could provide specified landscape maintenance services for portions of the Fairgrounds as part of the overall Agreement economics. Specifically, the City may consider an arrangement under which the operator would be responsible for mowing and maintaining the Great Lawn at the Fairgrounds and the interior area of the Fairgrounds racetrack in exchange for an agreed-upon credit or other partial consideration toward rent to be documented in the Agreement.

This option is intended to allow the golf-course operator to use its turf-management equipment, personnel and expertise to benefit the broader Fairgrounds operation while reducing the City's ongoing maintenance costs. This work is separate from the operator's required maintenance of the golf course itself.

A Proposer electing this option shall provide:

- Specific Great Lawn and race-track interior areas to be maintained.
- Proposed mowing frequency and seasonal schedule.
- Turf-height, appearance and safety standards.
- Staffing and equipment.
- Handling of clippings, debris and green waste.
- Any edging, weed management, trimming or irrigation coordination included.
- Estimated annual fair-market value of the services.
- Proposed monthly or annual rent credit.
- Plan regarding coordination around Fairgrounds and race events.

- Pre-event and post-event maintenance/restoration procedures.
- Any additional equipment or infrastructure needed.

The Proposer shall separately state the cash rent offered to the City and the annual dollar value of the Fairgrounds maintenance services. The City will evaluate the combined economic benefit. Any credit must be approved by the City and documented in the Agreement or another written agreement approved and signed by the City. No credit will be earned for work not performed to the approved standards.

2. Tucker Building Infrastructure Upgrade

The City views the Tucker Building as an important opportunity to create a modern, active and financially sustainable gathering place serving the golf course, the Fairgrounds, residents and visitors. Although any operator must upgrade the building in order to utilize it, the extent of modernization, construction and upgrades may vary.

Proposers electing to utilize the Tucker Building shall submit a conceptual modernization plan demonstrating how the building would be renovated and activated. Potential uses may include a restaurant, bar, café, golf pro shop, clubhouse, outdoor dining area or a combination of compatible uses.

The City is interested in a high-quality, contemporary facility that enhances the golf experience, while also functioning as a destination, independent of golf play.

The concept shall include, at a minimum, a proposed floor plan; conceptual interior and exterior renderings; proposed uses; restaurant/bar concepts, if applicable; pro-shop concepts, if applicable; indoor and outdoor seating; accessibility improvements; kitchen and restroom improvements; building-system upgrades; signage and landscaping concepts; connection to the golf course and broader Fairgrounds; estimated capital investment; proposed funding; construction schedule; and anticipated opening date.

Proposers may also identify opportunities to create a pedestrian or other accessible travel connection between the Tucker Building and the opposite side of the Fairgrounds, allowing the restaurant/bar/clubhouse area to better serve Fairgrounds events and visitors.

The City is not prescribing a specific restaurant, bar, pro-shop or clubhouse concept. Proposers are encouraged to present the business and design concept they believe will provide the greatest long-term benefit to the golf course and Fairgrounds.

Proposers should evaluate whether this connection could be incorporated into a broader Tucker Building renovation. The City is particularly interested in a concept that modernizes the Tucker Building and creates a restaurant, bar, pro shop and contemporary golf clubhouse/social space that is welcoming and available to the public. Proposer's plan should also address accessibility, safety, lighting, wayfinding, event circulation, ADA requirements, emergency access, estimated cost, construction phasing and other relevant considerations.

3. Pedestrian / Travel Connection to Tucker Building and Golf Restaurant / Bar

The City would like to explore a safe and attractive pedestrian and/or other travel connection from the opposite side of the Fairgrounds to the Tucker Building and golf-course restaurant/bar area. The goal is to have a travel connection to the golf course and Tucker Building from the broader Fairgrounds and improve access during golf operations and major events. The City believes this will support the golf operator by ensuring that the public may access their facility from all areas of the grounds.

4. Expanded / Improved Reclaimed-Water Pond

The City would like Proposers to evaluate a larger and more functional reclaimed-water storage pond or water-storage system to support golf-course irrigation and other appropriate Fairgrounds uses. Proposers should address recommended capacity, location, irrigation/distribution improvements, permitting, estimated cost, phasing, maintenance and potential funding. Alternative water-storage solutions providing comparable public benefit may also be proposed.

XI. REHABILITATION AND CAPITAL IMPROVEMENTS

The City expects the selected operator to present a practical plan for reopening and revitalizing the Golf Course Property. The proposal shall distinguish between meeting immediate safety needs, reopening improvements, and routine maintenance, from operator-funded capital improvements and longer-term improvements designed to further enhance the appeal, functionality and revenue generating capacity of the Golf Course Property.

A. Required Rehabilitation Plan

The Proposer shall submit a comprehensive Rehabilitation and Capital Improvement Plan (“CIP”) identifying the improvements necessary to reopen, operate, maintain, and enhance the Golf Course Property and its associated facilities. The Proposer shall clearly distinguish between required rehabilitation work, proposed capital improvements and optional enhancements and identify the anticipated timing and financial responsibility associated with each.

At a minimum, the CIP shall address the following:

- Tucker Building Rehabilitation and Activation. Evaluate the existing condition of the Tucker Building and identify proposed repairs, renovations, modernization, and improvements necessary to support the Proposer’s intended use. Potential uses may include a restaurant, bar, pro shop, clubhouse, or other compatible uses. The proposal shall identify anticipated improvements, estimated costs, funding sources, and implementation schedule.
- South Course Bathroom Repair. Inspect the existing bathroom located on the south portion of the golf course and identify all work necessary to return the facility to a safe, functional, clean, and code-compliant condition. The proposed scope shall address, as needed, plumbing and sewer, electrical systems, fixtures, finishes, accessibility improvements, permitting, estimated costs, schedule, and funding sources and responsibility. The South Course bathroom repair is a required rehabilitation element and is not an optional wish-list improvement.
- Course Assessment/Reopening. Course condition assessment and reopening strategy.
- Safety/Hazard Repairs. Immediate safety repairs and hazard mitigation.
- Greens Rehabilitation. Rehabilitation of greens, tees, fairways, roughs, and irrigation systems.
- Equipment. Golf course equipment acquisition, replacement, or refurbishment.
- Barns. Maintenance barn and pole-barn repairs and improvements.
- Miscellaneous Work. Parking, fencing, drainage, circulation, access improvements, landscaping, and other aesthetic improvements.

- Cost Estimate. Estimated cost of the rehabilitation and capital improvement broken out by project.
- Funding Sources. Proposed funding source and operator investment for each improvement.
- Project Schedule. Implementation schedule(s) identifying pre-opening, first-year, and longer-term improvements.

XII. OPERATING, STAFFING AND CUSTOMER-SERVICE REQUIREMENTS

- Maintain regular posted operating hours appropriate to the proposed business model.
- Provide a reliable tee-time/reservation and customer communication system.
- Maintain a professional pro shop or equivalent customer-service function.
- Provide golf instruction, clinics, tournaments, events, leagues or other programming.
- Maintain professional signage and branding consistent with City requirements.
- Maintain an adequate staffing level to safely and effectively operate the golf course and Tucker Building.
- Designate an on-site manager or responsible operating representative.
- Maintain written safety, emergency and incident procedures.
- Notify the City promptly of serious accidents, significant property damage, utility failures, environmental incidents or other conditions affecting public safety.
- Maintain records reasonably necessary to demonstrate compliance with the Agreement and operating plan.

XIII. MANDATORY PROPOSAL CONTENT; CITY'S EVALUATION

A. Exceptions and Deviations

All requested deviations from the RFP or proposed Agreement terms and conditions must be clearly identified in a separate “**Exceptions and Deviations Schedule**”, included with the proposal. Failure to identify a requested deviation may be treated as acceptance of the applicable requirement or may cause the proposal to be rejected.

B. Physical and Financial Capability Review

By submitting a proposal, the Proposer agrees that the City may, during its evaluation and subject to applicable law, inspect relevant equipment, facilities and other physical resources and request reasonable financial documentation for the limited purpose of determining the Proposer's ability to perform its obligations under the Agreement.

C. Investigations, Citations and Contract History

The Proposer shall disclose any material investigation, citation, suspension, contract defaults, termination for cause, or significant regulatory action involving the Proposer or its principals during the preceding ten (10) years, including the nature and outcome of each matter.

D. Continuity of Operations

The Proposer shall provide a transition and reopening schedule showing how staffing, equipment, insurance, permits, utilities, maintenance systems, customer reservations, vendor relationships and other services will be established so that the golf course can reopen and operate with minimal delay.

E. Lease Agreement Term Analysis

The Proposer shall state the requested Agreement term, explain why that term is necessary to support its proposed investment and business plan, identify any requested extension options, and identify the minimum performance conditions proposed for exercising extensions.

F. Required Financial Information

Each Proposer must submit: (1) financial statements for the preceding three (3) years that are audited or prepared by a certified public accountant, or three years of tax returns, or a written explanation acceptable to the City if those records cannot be provided; (2) a current statement of assets, liabilities and net worth; (3) the amount and source of available operating capital; (4) the amount and source of any proposed debt capital; (5) proposed financing terms and repayment obligations; and (6) a three-year operating pro forma for the golf course. Lack of any of the above shall cause a deduction(s) in evaluation points.

In addition to the materials listed above, the City may request supporting documentation necessary to determine whether the Proposer has sufficient physical and financial resources to perform its obligations under the Agreement.

XIV. CONSOLIDATED CITY REQUIREMENTS AND OPPORTUNITIES (1–10)

The following ten (10) items summarize the City’s primary project requirements and optional value-added opportunities. Each Proposer shall address each item in its proposal, clearly identify whether the item is a City required operating element, an optional business enhancement, an optional infrastructure proposal, or a requested addition to the Agreement.

A. Primary Requirements

1. Golf Course Operating Opportunity

Operate, lease, rehabilitate and maintain the 9-hole public golf course, Tucker Building, maintenance facilities and associated structures, as described in the Agreement. Except for responsibilities expressly retained by the City in the Agreement, the operator will be responsible for day-to-day operations, utilities, staffing, equipment, course maintenance, grounds maintenance, repairs, permits and approvals and customer service.

2. Tucker Building – Flexible Business Model

The operator may, but is not required to, use the Tucker Building as a restaurant/café, bar/beverage operation, restaurant/bar combination, pro shop, clubhouse/player-services facility, event/banquet/community space, or another compatible use approved by the City. A Proposer that does not propose restaurant/bar/pro-shop uses shall explain its alternative plan to activate and maintain the Tucker Building and support the financial sustainability of the golf operation.

3. Lease Agreement, Rent and Financial Framework

The RFP uses the current \$3,000-per-month Tucker Building rent as the minimum rent benchmark and proposes a minimum 10-year initial Agreement term, subject to City Attorney and City Council approval. Proposers shall identify cash rent, escalations, any percentage rent, requested Agreement term, capital investment plans, requested rent credits and the total economic value of the proposal.

4. Detailed Golf-Course Maintenance Plan

The operator shall provide a complete maintenance plan for greens, tees, fairways, roughs, irrigation, drainage, trees, landscaping, fencing, paths, parking and equipment, which will include a plan for responding to storms and safety hazards and for maintaining records and completing corrective work. Maintenance is outcome-

based, and the operator is responsible for the labor, equipment, materials and frequency needed to meet City standards.

5. City Water / Reclaimed-Water Utilization Plan

The Proposer shall provide a detailed plan for utilizing City water resources, including the required reclaimed-water program. The plan shall demonstrate the ability to accept and beneficially use 30.2 to 38.0 million gallons of reclaimed water annually at a maximum rate of 225 gpm; coordinate irrigation timing with City wastewater operations; maintain adequate irrigation capacity; conserve potable water; promptly repair system failures; and manage turf conditions while supporting the City's need to disperse reclaimed water when discharge to the Napa River is unavailable or restricted. Reclaimed water will be provided at no charge to the operator.

6. Fairgrounds Parking Solution

The City currently parks Fairgrounds event vehicles on the last two fairways near the Pavilion on the Golf Course Property. This City use must be addressed by the Proposer. The Proposer shall develop an operational solution to this City parking need, including with respect to circulation, staffing, turf protection, signage, security, restoration and costs. The Proposer cannot eliminate this City Fairgrounds use.

7. City Infrastructure Wish List

The City invites proposals for: (a) improvements that support the City's continued use of designated golf-course areas for event parking for up to twelve (12) large-event weekends per calendar year; (b) a larger or improved reclaimed-water pond/storage system; (c) a pedestrian/travel connection from the opposite side of the Fairgrounds to the Tucker Building and the golf course restaurant/bar area; (d) modernized golf-course irrigation and Tucker Building infrastructure; (e) Great Lawn and race-track interior mowing as partial lease consideration; and (f) other creative, feasible ideas.

8. Fairgrounds Landscape Maintenance

A Proposer may offer to mow and maintain the Great Lawn and interior of the Fairgrounds racetrack as a separate valued service. The proposal shall identify the annual value of those services and any requested rent credit. Cash rent and service value must be stated separately so the City can evaluate total economic value.

9. Capital Investment and Rehabilitation

The Proposer shall identify immediate safety work, golf course reopening work, golf course rehabilitation work, Tucker Building improvements, water/irrigation improvements, parking/access improvements, equipment needs, costs, funding sources and provide an implementation schedule. Any requested rent credit, cost-sharing or City contribution must be specifically identified and is not guaranteed.

10. Evaluation and Best Overall Value

The City will evaluate the complete value of each proposal, including operating quality, rehabilitation, maintenance, financial capability, cash rent, other considerations, service value, capital investment, parking solution, water plan, community benefits and long-term sustainability. The City is not required to select the proposal offering the highest cash rent.

B. Additional Requirements

1. Safety and Public Service

Safety of golfers, employees, Fairgrounds users and the public is a primary operating requirement. The Proposer shall describe safety policies, emergency procedures, staff training, incident reporting, course closure protocols, event-day coordination, vehicle/pedestrian separation and customer-service standards.

2. Accounting and Revenue Controls

The operator shall maintain reliable accounting and point-of-sale systems for golf fees, memberships, merchandise, food and beverage, event parking and other revenue-generating activities. If rent is based on gross revenue or parking receipts, the operator shall maintain auditable records, daily transaction controls, documented refunds/voids, and reporting sufficient for the City to verify amounts due.

3. Licenses, Insurance and Regulatory Compliance

Before commencing operations, the selected operator shall obtain all required City business licenses, permits, insurance, professional licenses and regulatory approvals. Any restaurant, food service or alcohol operation in the Tucker Building shall be subject to applicable health, building, fire and alcoholic-beverage requirements. Any chemical application, irrigation, construction or specialized maintenance activity shall be performed by properly qualified or licensed personnel when required by law.

4. Financial Ability

The City may require a letter from a bank or other financial institution confirming available financial capacity and a letter from an insurance broker or carrier confirming the Proposer's ability to obtain the required coverage.

The Proposer shall demonstrate sufficient financial capacity to meet first-year operating expenses, rent, utilities, payroll, maintenance, insurance, rehabilitation commitments and other Agreement obligations. Required financial information shall include the three-year financial information required by this RFP, evidence of available operating capital, financing sources, and a statement disclosing any material outstanding financial obligations or defaults under prior or current contracts.

5. References

Provide three (3) references from owners, public agencies, golf-course owners/managers, facility executives, landlords, lenders or other parties with direct knowledge of the Proposer's ability to operate and maintain a comparable facility with integrity, financial responsibility and strong public service.

6. Relevant Experience and Performance History

The Proposer shall provide a performance history for comparable golf courses, recreational facilities, hospitality operations, public-private leases, or other operations of similar size and complexity during the preceding five (5) years. The City may verify references, prior contract performance, regulatory history and information presented in the proposal.

7. Key Personnel and Staffing

The Proposer shall provide a staffing plan showing anticipated full-time, part-time, seasonal and contracted positions; supervisory structure; hours of coverage; training; customer-service expectations; safety practices; and continuity of operations when key staff are unavailable.

The Proposer shall identify the principal(s), general manager/operator, golf operations lead, golf-course superintendent or maintenance lead, financial/accounting lead, and any Tucker Building food-and-beverage manager proposed at the time of submission. Provider should share a resume or biography for each key person describing relevant experience, responsibilities, licenses/certifications, and, in particular, experience with public facilities, golf operations, turf management, hospitality, events, or similar operations.

8. Vendor / Operator Responsibility

The operator shall coordinate its activities with City and Fairgrounds operations, including event parking, emergency access, reclaimed-water operations, Fairgrounds events, and any optional services accepted by the

City. If the operator proposes restaurant, bar, food service, alcohol service, pro-shop, event, parking-management, or Fairgrounds landscape-maintenance activities, the operator shall obtain and maintain all permits, licenses, trained personnel, insurance and operating systems required for those activities.

The selected operator will be responsible for the professional, safe, financially sustainable and customer-focused operation of the golf course and all portions of the Golf Course Property described in the Agreement. Responsibilities include staffing, supervision, golf operations, customer service, maintenance, utilities, irrigation and water management, accounting, permits, approvals, insurance, safety, security, regulatory compliance, and implementation of the approved operating and rehabilitation plans.

9. Bidder Responsibility

Each Proposer shall submit a responsive proposal that is complete, signed by an authorized representative, received by the deadline, organized in the required format, and supported by the requested documentation. False or materially misleading statements, unsupported claims, or material omissions may be grounds for rejection or a reduced score.

Proposers are responsible for carefully reviewing the entire RFP, inspecting the Golf Course Property, verifying their assumptions, and submitting a complete and accurate proposal. The City will not correct proposal errors or infer omitted information during scoring. The use of “shall,” “must,” or “will” identifies a mandatory requirement; “may” or “should” identifies a desirable or discretionary element that may affect scoring.

XV. PROPOSAL SUBMISSION REQUIREMENTS

A. Organization

Proposals shall be organized in the following order:

The cover letter shall state that the authorized representative has read and understands the RFP requirements, that the proposal is accurate and truthful, and that material deviations are identified in the proposal. The letter shall acknowledge that material misrepresentation or failure to disclose a requested deviation may be grounds for rejection.

1. Cover Letter and Executive Summary.
2. Signed Proposal Form.
3. Proposer legal name, ownership structure and organizational information.
4. Golf course management and maintenance experience.
5. Key personnel, qualifications, licenses and certifications.
6. Minimum three (3) references for comparable golf-course or property-management operations.
7. Financial statements for the previous five (5) years and evidence of financial capacity.
8. Detailed Operating Plan.
9. Detailed golf course and landscape maintenance plan.
10. Tucker Building activation and improvement plan.
11. CIP. The CIP shall specifically include the South Course bathroom repair and state the proposed scope, estimated cost, schedule, and source of funding.
12. Water, reclaimed water and utility management plan.
13. Emergency, Fairgrounds event and shared-use plan.
14. Three-year operating budget and financial projections.
15. Proposed Agreement term and rent structure.
16. Proposed capital investment and details related to the improvements to be undertaken.

17. Proof of insurance or evidence of ability to obtain required insurance.
18. Business Tax Certificate and applicable licenses/registrations.
19. Disclosure of proposed subcontractors.
20. Completed Proposer Certifications.

The City may request additional information or clarification from a Proposer as needed to undertake a thorough evaluation.

B. TUCKER BUILDING PROPOSAL

For each proposed use, the Proposer shall identify anticipated hours, staffing, required improvements, permitting requirements, estimated investment, projected revenue and operating costs. Proposers may propose phased activation of the Tucker Building.

Each Proposer shall identify its proposed Tucker Building business model. Proposers may select one or more of the following approaches: Restaurant / Café; Bar / Beverage Service; Restaurant and Bar; Pro Shop; Restaurant / Bar / Pro Shop combination; Golf Clubhouse / Player Services; Event, Banquet or Community Use; other compatible use and/or some combination of such uses.

The City may consider the quality, feasibility and financial sustainability of proposed wish-list infrastructure improvements in evaluating Proposer's rehabilitation, operating and maintenance plan and proposed community benefits. Proposers are encouraged to provide realistic capital budgets and implementation schedules rather than unsupported conceptual commitments.

XVI. EVALUATION AND SELECTION

A. MINIMUM QUALIFICATIONS – PASS / FAIL

Before any proposal is scored, the City will review it for minimum responsiveness. If a mandatory item is missing or materially nonresponsive, the City may reject the proposal without further scoring. The City may waive minor informalities when permitted by law and in the City's best interest.

Minimum Qualification	Pass / Fail
Proposal received by required deadline and method	
Signed cover letter and proposal forms	
Proposal organized in required format	
Required experience and key-person information provided	
Three (3) references provided	
Required financial information and evidence of financial capacity provided	
Evidence of ability to obtain required insurance provided	
Operating, maintenance, water, parking and rehabilitation plans provided	
Financial Proposal / rent offer provided	
Required certifications and disclosures provided	

B. DETAILED SCORING CRITERIA

1. Financial Proposal / Total Economic Value to City – 30 points

The financial proposal will be scored separately after technical review. The City will consider guaranteed cash rent, plus objectively supportable annual dollar values for accepted maintenance services, parking revenue participation, and other tangible recurring financial commitments. Capital improvements will be considered where the Proposer provides a credible cost, funding source, schedule and City benefit. Subjective or speculative values may be excluded from the scoring value.

2. Fairgrounds Integration, Parking, Tucker Building and Public Benefit – 10 points

Scoring will consider the solution for parking on the last two fairways and up to 12 large City events, event coordination, Tucker Building activation, optional restaurant/bar/pro-shop concept, pedestrian connection, community access, and optional Great Lawn/interior-track mowing or other public-benefit commitments.

3. Financial Responsibility and Business Capacity – 10 points

Scoring will consider financial statements, available operating capital, financing plan, three-year pro forma, ability to obtain insurance and performance security, demonstrated ability to meet first-year obligations, and the reasonableness and sustainability of the business plan.

4. Golf Course Maintenance, Water and Rehabilitation Plan – 20 points

Scoring will consider the maintenance plan for greens, tees, fairways, roughs, irrigation, trees, drainage, equipment and facilities; the Proposer's demonstrated ability to accept and beneficially use 30.2 to 38.0 million gallons of reclaimed water annually at up to 225 gpm in coordination with City wastewater operations; proposed pond/irrigation improvements; reopening plan; capital investment; schedule; and demonstrated ability to protect and improve the City asset.

5. Experience, Key Personnel and References – 10 points

Scoring will consider directly relevant golf course, turf, hospitality, public-facility and business experience; qualifications of principals and key staff; comparable performance history; integrity and business philosophy; and the quality of the three (3) references

6. Quality of Operating Program – 20 points

The scoring committee will evaluate the clarity and quality of the proposed golf operation, customer service, hours, staffing, supervision, technology/POS systems, marketing, programming, safety, public access, continuity of operations and overall ability to operate a professional public golf facility.

Financial Scoring Formula

The responsive Proposer with the highest evaluated annual financial value will receive the full 30 financial points. Other responsive Proposers will receive a proportional score calculated as: $(\text{Proposer Evaluated Annual Financial Value} \div \text{Highest Evaluated Annual Financial Value}) \times 30$. The City may normalize multi-year offers to an average annual value for scoring. Only amounts the City determines are tangible, supportable and directly beneficial to the City will be included in the evaluated financial value.

The City will not automatically assign a dollar value to concepts that cannot be reasonably verified. Any proposed rent credit for Great Lawn/interior-track mowing, parking services, capital improvements or other non-cash consideration must be separately stated and supported by sufficient detail for the City to determine an appropriate scoring value.

C. Evaluation

The City will evaluate proposals based on the criteria below. The City is seeking the proposal that provides the greatest overall value and best serves the City's interests, rather than necessarily the proposal with the highest rent.

Evaluation Criterion	Points
1. Quality of Operating Program	20
2. Experience, Key Personnel and References	10
3. Golf Course Maintenance, Water and Rehabilitation Plan	20
4. Financial Responsibility and Business Capacity	10
5. Fairgrounds Integration, Parking, Tucker Building and Public Benefit	10
TECHNICAL PROPOSAL SUBTOTAL	70
6. Financial Proposal / Total Economic Value to City (Including capital improvements/rehabilitation/City Wish List	30
TOTAL POSSIBLE SCORE	100

The City may establish a selection committee to review, score and rank proposals. The City may conduct interviews or presentations with one or more Proposers. Interviews may be used to clarify proposals, assess the proposed team and evaluate the Proposer's ability to implement the proposed plan.

The City may also inspect or request information concerning a Proposer's current golf operations, equipment, facilities, staffing and financial capacity.

XVII. RFP SCHEDULE AND COMMUNICATIONS

Milestone	Date
RFP Release	September 3, 2026
Optional Site Visit Tour- meet at Fair Office, Tubbs Building 1435 N Oak St., Calistoga	September 18, 2026, 10 AM to Noon October 3, 2026, 10 AM to Noon
Written Questions Due	October 12, 2026, 3:00 PM to City Clerk, Golf RFP Questions to City Clerk: cityclerk@calistogaca.gov
City Responses / Addendum	TBD
Proposal Due Date and Time	November 16, 2026, at 3:00 PM, PST
Proposal Evaluation	November 18, 2026
Interviews / Presentations, if required	November 18, 2026
Tentative City Council Award	December 8, 2026
Anticipated Operator Commencement	January 1, 2027

All questions concerning this RFP shall be submitted in writing to the City's designated RFP contract (cityclerk@calistogaca.gov). No oral statement or informal communication shall modify the RFP. Any material change, clarification or addition will be issued by written addendum.

The City reserves the right to require site visits, interviews, presentations, financial clarification or additional documentation as part of the selection process.

XVIII. SITE INSPECTION AND DUE DILIGENCE

Proposers are responsible for satisfying themselves as to the physical condition of the Golf Course Property, access, utilities, water systems, drainage, golf-course conditions, building conditions, parking constraints and other circumstances that may affect the proposed operation. Except as expressly stated in the Agreement, the City makes no representation that the property is currently ready for operation.

Proposers are strongly encouraged to inspect the Golf Course Property, including the Mt. St. Helena Golf Course, the Tucker Building, maintenance facilities, parking areas, irrigation infrastructure and other portions of the property before submitting a proposal. Please see schedule above.

XIX. GENERAL RFP CONDITIONS

- The City reserves the right to accept or reject any or all proposals.
- The City reserves the right to request additional information or clarification.
- The City may negotiate terms with one or more qualified Proposers.
- The City may modify, cancel or amend this RFP when doing so is in the City's best interest.
- The City is not responsible for costs incurred by Proposers in preparing or submitting proposals.
- The City may make a selection based solely on written proposals or may conduct interviews.
- The selected operator shall not begin operations until the Agreement and required approvals are complete.
- Award of the RFP does not itself create a leasehold interest; the Agreement must be approved and fully executed.
- Proposers are responsible for independently inspecting the Golf Course Property and evaluating its condition.
- Proposals are subject to applicable public-records laws.
- The final executed Agreement will establish the controlling legal obligations.

XX. Insurance, Indemnification and Legal Compliance

The selected operator shall provide insurance certificates and endorsements in amounts and forms acceptable to the City. Coverage shall be appropriate to the proposed golf, building, food and beverage, alcoholic beverages, event and other operations. Required insurance may include commercial general liability, automobile liability, workers' compensation and employer's liability, property coverage, alcoholic beverage liability coverage and other coverage required by the City.

The operator shall comply with all applicable federal, State of California, Napa County and City of Calistoga requirements, including, among others, applicable building, fire, health, environmental, accessibility, employment and business requirements.

APPENDIX A – CITY WISH LIST RESPONSE FORM

Proposer shall mark each option it proposes to include and provide a detailed narrative, budget and schedule.

- ☐ Option 1 **REQUIRED** – Improvements that support the City’s continued use of designated golf-course areas for event parking for up to twelve (12) large-event weekends per calendar year
- ☐ Option 2 – A larger or improved reclaimed-water pond/storage system.
- ☐ Option 3 – A pedestrian/travel connection from the opposite side of the Fairgrounds to the Tucker Building and the golf course restaurant/bar area
- ☐ Option 4 – Modernized golf-course irrigation and Tucker Building infrastructure
- ☐ Option 5 – Great Lawn and race-track interior mowing as partial lease consideration
- ☐ Option 6 - Other creative, feasible ideas.

For each selected option, provide: scope; estimated capital and annual operating cost; operator contribution; requested City contribution, if any; requested rent credit, if any; implementation schedule; permits; ongoing maintenance responsibility; anticipated revenue or savings; and key assumptions.

- Proposer may attach further information to this appendix- please label appendix title and staple to appendix page

APPENDIX B – TOTAL ECONOMIC VALUE / LEASE CONSIDERATION FORM

Proposed annual cash base rent: \$ _____
Proposed annual percentage rent (if any): _____
Proposed annual Great Lawn/race-track maintenance value: \$ _____
Requested annual maintenance rent credit: \$ _____
Proposed operator-funded capital investment: \$ _____
Proposed event-parking revenue to operator: \$ _____
Proposed event-parking revenue/share to City: \$ _____
Other proposed City benefits/value: \$ _____
Total estimated annual economic value to City: \$ _____

The City will independently evaluate the reasonableness of claimed service values, revenue projections, capital values and requested credits. Stated values do not bind the City unless incorporated into the final approved agreement.

- Proposer may attach further information to this appendix- please label appendix title and staple to appendix page

APPENDIX C – FAIRGROUNDS PARKING OPERATIONS PLAN

Provide a conceptual plan for continued use of the last two fairways near the Pavilion for event parking and any additional 12 large City event parking. Include entry/exit, circulation, parking layout, staffing, fee collection, signage, security, turf protection, irrigation protection, ADA considerations, emergency access, event-day golf impacts, restoration, costs and proposed revenue allocation.

- Proposer may attach further information to this appendix- please label appendix title and staple to appendix page

APPENDIX D – FAIRGROUNDS LANDSCAPE MAINTENANCE OFFER

If Option 5 is proposed, attach a map or description of the Great Lawn and race-track interior areas, mowing frequency, seasonal schedule, equipment, staffing, performance standards, included/excluded services, event coordination, annual service value and requested rent credit.

- Proposer may attach further information to this appendix- please label appendix title and staple to appendix page

APPENDIX E – FINANCIAL PROPOSAL / EVALUATED VALUE WORKSHEET

Financial Component	Proposer Offer / Annual Value
Guaranteed Annual Cash Base Rent	\$
Percentage / Revenue Rent (estimated annual value, if proposed)	\$
City Share of Event Parking Revenue (up to 12 large events, if proposed)	\$
Great Lawn / Interior Track Maintenance – proposed annual service value	\$
Other Recurring Tangible City Benefit (describe)	\$
Total Proposed Recurring Annual Economic Value	\$
Initial Capital Investment (shown separately; not recurring)	\$

For scoring purposes, the City will determine the Evaluated Annual Financial Value after reviewing the support for each proposed component. The City may reduce or exclude unsupported, speculative, duplicative or non-beneficial values. Capital investment will be considered in the applicable technical/public-benefit criteria and may also be considered in financial evaluation only if the City establishes a consistent evaluation method before final scoring.

- Proposer may attach further information to this appendix- please label appendix title and staple to appendix page

APPENDIX F – PROPOSAL FORM AND RENT OFFER

The undersigned Proposer submits this proposal to operate, lease, rehabilitate and maintain the Mt. St. Helena Golf Course and associated facilities, including the Tucker Building, in accordance with the RFP.

Item	Proposer Response
Legal Name of Proposer	
Business Address	
Primary Contact	
Telephone / Email	
Proposed Lease Term	
Proposed Monthly Base Rent	\$
Proposed Annual Base Rent	\$
Proposed Percentage Rent, if any	%
Proposed Tiered / Stepped Rent	
Proposed Initial Capital Investment	\$
Proposed First-Year Operating Budget	\$

Rent Narrative: Explain the proposed rent structure, any initial ramp-up period, proposed rent increases, percentage rent, assumptions and relationship to the existing \$3,000 per month Tucker Building rental benchmark.

- Proposer may attach further information to this appendix- please label appendix title and staple to appendix page

APPENDIX G – OPERATING PLAN

- Describe the proposed golf-course business model, including whether the operation will be public, semi-private, membership-based or another model.
- Describe proposed operating days and hours.
- Describe tee-time, membership, tournament, league and instruction programs.
- Describe staffing and management structure.
- Describe Tucker Building uses, including pro shop, food and beverage, events and community uses.
- Describe marketing and community engagement.
- Describe the proposed reopening timeline.
- Describe anticipated revenues and expenses for the first three years.
- Describe proposed capital improvements and funding sources.
- Describe how all utility and maintenance obligations will be funded.
- Describe emergency and Fairgrounds event coordination.
- Identify major operational risks and mitigation strategies.

Proposer may attach further information to this appendix- please label appendix title and staple to appendix page

APPENDIX H – MAINTENANCE PLAN

Maintenance Area	Required Outcome	Proposer Frequency / Method
Greens	Safe, playable and appropriately maintained putting surfaces	
Tees	Clean, playable, mowed and properly maintained	
Fairways	Playable turf with appropriate mowing and seasonal care	
Roughs / Non-Play Turf	Safe and maintained to approved heights	
Irrigation	Operational, programmed and promptly repaired	
Drainage	Functional and reasonably free of debris/obstructions	
Trees / Shrubs	Maintained and free of hazardous conditions	
Fencing / Gates	Secure and functional	
Paths / Hardscape	Clean, safe and maintained	
Parking	Clean, safe and orderly	
Tucker Building	Clean, safe, maintained and operational	
Maintenance Facilities	Safe, organized and maintained	
Equipment	Safe, maintained and properly stored	
Trash / Debris	Removed routinely	
Storm Response	Hazards addressed promptly	

Attach the Proposer's detailed seasonal maintenance schedule, staffing plan and equipment plan.

APPENDIX I – REHABILITATION AND TUCKER BUILDING PLAN

Project / Improvement	Estimated Cost	Funding Source	Timing	Notes
Course Safety / Reopening				
Greens / Tees / Fairways				
Irrigation / Water Systems				
Course Equipment				
Tucker Building				
Maintenance Barn / Pole Barn				
Parking / Access / Fencing				
Other				

Attach a narrative describing the proposed scope, design approach, funding, schedule and expected public/community benefit of each major improvement.

- Proposer may attach further information to this appendix- please label appendix title and staple to appendix page

APPENDIX J – PROPOSER CERTIFICATIONS

The undersigned certifies that the information contained in this proposal is true and complete to the best of the Proposer's knowledge; that the undersigned is authorized to submit and sign the proposal; that the Proposer has reviewed the RFP and available property information; and that the Proposer understands that the City may rely upon the information provided in evaluating the proposal.

Certification	Response
Proposer Legal Name	
Authorized Representative	
Title	
Signature	
Date	

- Proposer may attach further information to this appendix- please label appendix title and staple to appendix page

SAMPLE AGREEMENT EXHIBITS

City Exhibits

- Exhibit A –Fairgrounds Map –



- Exhibit A-1 – Common Areas and Shared-Use Areas- Parking in Yellow



- Exhibit B – Insurance Requirements – No less than

General Liability Policy with limits of \$2,000,000. This policy needs the following endorsements
Additional Insured , at least as broad as a CG 20 26, CG 20 35, CG 20 36 and Primary Non-contributory.

Auto Liability Coverage with limits of \$1,000,000. This policy needs the Additional Insured endorsements
and Primary Non-contributory.

Workers' Compensation with statutory limits and Employer's Liability limits of \$1,000,000.

Property Insurance that covers the Licensee's property and improvements.

Proposers Example Exhibit attachments submitted with Operator RFP Packet

- Exhibit C – Consideration, Rent and Approved Service Credits
- Exhibit D – Operator Capital Improvement / Rehabilitation Plan
- Exhibit E – Golf Course Maintenance Standards and Schedule
- Exhibit F – Water and Reclaimed-Water Utilization Plan
- Exhibit G – City Fairgrounds Event Parking Coordination Plan
- Exhibit H – Great Lawn / Interior Track Maintenance Scope, if accepted
- Exhibit I – Tucker Building Approved Use and Improvement Plan, if applicable
- Exhibit J – Golf Course and Rules and Regulations-