



CITY OF TAMARAC
NOTICE OF SPECIAL MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Conference Room 105
October 24, 2013

CALL TO ORDER:

2:00 P.M.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Mayor Beth Talabisco

1. TR 12412 - Golf Course Operations

A Resolution of the City Commission of the City of Tamarac, Florida, approving the award for RFP NO. 13-25R to Billy Casper Golf, LLC for Golf Course Operations Services for the Colony West Country Club; authorizing the appropriate City Officials to execute an agreement for Management and Maintenance of the Golf Course and the amenities available in the clubhouse including foodservice and pro-shop operations for a period of five (5) years, with an option to renew for an additional five (5) years, providing for conflicts, providing for severability; providing for an effective date.

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.

Patricia Teufel, CMC
City Clerk



Title - 2:00 P.M.

2:00 P.M.

ATTACHMENTS:

Name:

Description:

No Attachments Available



Title - Mayor Beth Talabisco

Mayor Beth Talabisco

ATTACHMENTS:

Name:

Description:

No Attachments Available



Title - TR 12412 - Golf Course Operations

A Resolution of the City Commission of the City of Tamarac, Florida, approving the award for RFP NO. 13-25R to Billy Casper Golf, LLC for Golf Course Operations Services for the Colony West Country Club; authorizing the appropriate City Officials to execute an agreement for Management and Maintenance of the Golf Course and the amenities available in the clubhouse including foodservice and pro-shop operations for a period of five (5) years, with an option to renew for an additional five (5) years, providing for conflicts, providing for severability; providing for an effective date.

ATTACHMENTS:

Name:

Description:

- 📎 [12412 - Memo - Golf Course Operations.pdf](#)
- 📎 [TR 12412- RESO - Golf Course Operations 13-25R.doc](#)
- 📎 [TR12412 Exhibit 1.pdf](#)
- 📎 [TR12412 Exhibit 2.pdf](#)
- 📎 [TR 12412 Exhibit 3.pdf](#)
- 📎 [TR12412 Exhibit 4 Agreement.pdf](#)

TR 12412 - MEMO
TR 12412 - RESOLUTION
TR 12412 - EXHIBIT 1
TR 12412 - EXHIBIT 2
TR 12412 - EXHIBIT 3
TR 12412 - EXHIBIT 4

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCE DEPARTMENT
ADMINISTRATION DIVISION

TO: Michael C. Cernech
City Manager

DATE: October 22, 2013

FROM: Mark C. Mason, Director of
Financial Services



RE: TR #12412 Award of RFP
13-25R for Golf Course
Operations to Billy Casper
Golf, LLC.

Recommendation:

I recommend approval of TR 12412 awarding Request for Proposal 13-25R and execution of an Agreement for Golf Course Operations for a period of five (5) years with an option to renew for an additional five (5) year period to Billy Casper Golf, LLC.

Issue:

As a result of the recent abandonment by Sand Trap Management of the lease to provide full operations of the Colony West Country Club, the City evaluated the best method to operate the golf course, and all of the clubhouse amenities, including foodservice and pro-shop operations. The City issued Request for Proposal 13-25R and following an evaluation and calls to references it is recommended that Billy Casper Golf LLC receive the proposal award and that the City execute an Agreement to operate the golf course and all of the amenities.

Background:

The City of Tamarac has a keen interest in providing more green space and recreational opportunities for its residents and visitors in support of Goal # 5, a "Vibrant Community". In support of this goal, the City purchased the Colony West Country Club from Sand Trap Management in December 2011 as a means of preserving green space within the City. The Commission also approved a lease with Sand Trap Management to operate the facility and the clubhouse amenities for a period of three (3) years. This Agreement provided that Sand Trap would pay the City a lease cost of \$100,000 during the first year, \$125,000 in the second year, and \$150,000 in the third year, as well as a sliding revenue sharing component for revenues greater than \$3,000,000. Sand Trap Management also agreed to make monthly capital contributions equal to 1% of gross revenues during the first two years, and 2% in the third year.

In August of this year, Sand Trap Management closed Colony West Country Club and abandoned the lease. As a result, the Golf Course is temporarily closed, and unable to generate revenue.

As a result, staff determined that the best method to expedite the re-opening of the facility was to issue a formal request for proposal. The RFP process allowed the City to review competitive options provided by professional golf management firms already familiar with situations similar to ours. As a result, Request for Proposal 13-25R was formally advertised and issued September 18, 2013. The proposal opened on October 1, 2013, and seven firms provided responses. Responses were received from the following firms:

Applied Golf
Billy Casper Golf, LLC
First Tee Management
Green Golf Partners
Guidant Management Group, LLC
Hampton Golf, Inc.
Kemper Sports Management, Inc.

An Evaluation Committee composed of the Director of Financial Services, the Director of Human Resources, the Director of Public Services and the Purchasing and Contracts Manager reviewed all seven (7) proposals. Three proposals were considered non-responsive and were rejected for the following reasons:

First Tee Management was non-responsive because the firm itself has not managed any golf courses. Firm did not provide proof of insurance coverage, copies of current licenses, a detailed business plan or a legal history of the firm. Green Golf Partners was non-responsive because they did not provide any staffing projections, a detailed business plan, proof of licenses or proof of insurance. Guidant Management Group did not provide references for the company for the minimum 5 courses required. Additionally, there was no specific business plan detailed for the City of Tamarac.

Upon completion of the initial evaluation, the Evaluation Committee short-listed the choices to three (3) firms and conducted extensive financial evaluation and reference reviews. The short-listed firms were as follows:

Billy Casper Golf, LLC
Hampton Golf, Inc.
Kemper Sports Management, Inc.

Once the evaluation process was completed, the Evaluation Committee ranked all three proposals, and the response from Kemper Sports Management, Inc. was ranked as the top proposal. As a result of this recommendation, City staff initiated contract negotiations with Kemper Sports Management, Inc. During the negotiations, it was determined that Kemper Sports Management, Inc. could not agree to certain mandatory requirements of the RFP regarding indemnification. As a result, Kemper Sports Management, Inc. withdrew from negotiations, and the City moved to Billy Casper Golf, Inc., which the Evaluation Committee had originally ranked as the number two vendor.

The proposal called for the proposing firms to offer either a Lease Agreement similar to what we had with Sand Trap Management, a straight Management Agreement, where the proposer would take on all of the management aspects of the facility, but the City would maintain final control over the budget and accounting issues and would receive the net revenue, or a hybrid version of the Lease Agreement. The Agreement that staff is recommending will be a Management Agreement. There was only one firm that proposed a hybrid version of a Lease Agreement, but staff determined that the Management Agreement through Billy Casper Golf, LLC. offered the most fiscally sound approach.

The Agreement calls for the City to pay Billy Casper Golf, LLC a base monthly management fee of \$7,333.00 per month, or a total of \$87,996 in base management fees in the first year with an annual upward adjustment of 3% annually in the base management fee. The \$7,333 is actually \$1,000 less per month than originally proposed, and was offered as a good faith effort by Billy Casper Golf during the negotiation process. In addition, the city will pay an incentive management fee equal to 15% of Net Operating Income, which will be capped so that payments of the incentive management fee will never exceed the fixed management fee. For purposes of this Agreement, we define Net Operating Income as Gross Revenue minus all operating expenses which are attributable to the use and operation of the Club, including employee costs, operating expenses, centralized services, the Base Management Fees, expense reimbursements, interest expense on capital leases, all insurance costs related to the operation of the Club, personal property taxes (limited to an amount allocable to the Club), and golf cart leases and operating costs; provided, however, such expenses shall not include any charges for amortization, depreciation, capital expenditures, debt service, City distributions or overhead allocations, or any Incentive Management Fees paid to BCG hereunder.

The City will also reimburse Billy Casper Golf for out-of-pocket expenses such as travel and other usual and customary expenses. Out-of-pocket reimbursements, however, will be capped at \$6,000 annually. The City will also reimburse for out-of-pocket expenses, as agreed upon, during the ninety (90) day transition period.

One additional benefit of this Agreement is that Billy Casper Golf, LLC will provide a Stop-Gap provision defined as follows:

In the event that Net Operating Income is less than \$150,000 in the aggregate for calendar years 2014 through 2016, Billy Casper Golf will credit four (4) months management fees for each of the remaining years of the initial term, the City may terminate the agreement with cause. If the City elects to terminate, Billy Casper Golf will have the right to nullify the termination by paying an amount that was less than the \$150,000 in the aggregate for those three years.

Billy Casper Golf, LLC has provided the City with a recommended plan for capital improvements, including equipment, clubhouse interior, parking lot and signage, and irrigation system, over the next few years, and there are provisions in the Agreement to provide for them to submit operational and capital budgets subject to City approval.

Fiscal Impact

The Base Management Fee will be \$467,184 for the first five years and the reimbursable expenses, capped at \$6,000 per year or a maximum of \$30,000 over five years, not including transition reimbursable costs for the first ninety (90) days to get the course and facilities up and running for a total estimated cost not to exceed \$497,184 plus transition costs and incentive payments, if any, over five years.

A capital improvement plan will be developed for the facilities and golf course and presented as part of the City's Assessment Management Program on an annual basis.

The City will also lease equipment for the maintenance of the facilities and golf carts for the operations of the golf course and will be included in operating expenses annually. It is anticipated that the City will contribute \$250,000 for start-up expenses to be recovered over time.

All earnings from the operations of the Colony West Country Club will be dedicated to the maintenance and improvements of the facilities.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2013_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE AWARD FOR RFP NO. 13-25R TO BILLY CASPER GOLF, LLC FOR GOLF COURSE OPERATIONS SERVICES FOR THE COLONY WEST COUNTRY CLUB; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR MANAGEMENT AND MAINTENANCE OF THE GOLF COURSE AND THE AMENITIES AVAILABLE IN THE CLUBHOUSE INCLUDING FOODSERVICE AND PRO-SHOP OPERATIONS FOR A PERIOD OF FIVE (5) YEARS, WITH AN OPTION TO RENEW FOR AN ADDITIONAL FIVE (5) YEARS, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is a Vibrant Community, that wishes to provide exceptional recreational opportunities for its residents and visitors; and

WHEREAS, the City of Tamarac purchased the Colony West Golf Course in December 2011, as a means of preserving green space for its residents; and

WHEREAS, on December 20, 2011, The City Commission of the City of Tamarac approved an Agreement to lease and operate the Colony West Country Club with Sand Trap Management Inc., in an effort to maintain the operations of the course, and the amenities available in the Colony West Clubhouse, including foodservice and pro-shop operations via Resolution # R2011-144, a copy of which is on file with the City Clerk; and

WHEREAS, in August, 2013, Sand Trap Management abandoned the lease with the City, and discontinued operations of the Colony West Golf Course; and

WHEREAS, the City Commission of the City of Tamarac desires to maintain the Colony West property as a fully-functional golf course with full clubhouse amenities; and

WHEREAS, Request for Proposal #13-25R for Golf Course Operations Services was issued advertised on September 18, 2013, with the purpose of finding a firm to either lease, manage and operate the course and the clubhouse services, or to simply manage and operate the course and the clubhouse services in order to maintain the club as a fully operational venue, a copy of such Request for Proposal is included herein as Exhibit "1"; and

WHEREAS, on October 1, 2013, the City received and opened seven (7) submittals, and an Evaluation Committee, comprised of the Director of Financial Services, the Director of Public Services, the Director of Human Resources and the Purchasing and Contracts Manager, reviewed and evaluated the submittals which included the following firms

Applied Golf

Billy Casper Golf, LLC

First Tee Management

Green Golf Partners

Guidant Management Group, LLC

Hampton Golf, Inc.

Kemper Sports Management, Inc.

;and

WHEREAS, the proposals from First Tee Management, Green Golf Partners and Guidant Management Group, LLC were determined to be non-responsive due to failure to meet the minimum qualifications and/or failure to follow the instructions included in RFP 13-25R; and

WHEREAS, the Evaluation Committee evaluated the remaining submittals for

RFP 13-25R and subsequently developed a short-list of three (3) firms for further consideration that included the following firms

Billy Casper Golf, LLC

Hampton Golf, Inc.

Kemper Sports Management, Inc.

;and

WHEREAS the Evaluation Committee ranked the short-listed submittals from first to third; and

WHEREAS, based upon the Evaluation Scores the first ranked firm was Kemper Sports Management, Inc.; and

WHEREAS, staff initiated contract negotiations with Kemper Sports Management, Inc. and

WHEREAS, City staff was unable to reach an Agreement with Kemper Sports Management, Inc. because the firm would not agree to certain mandatory requirements of the City as delineated in Request for Proposal Document 13-25R; and

WHEREAS, Kemper Sports Management, Inc. withdrew their firm from negotiations; and

WHEREAS, the Evaluation Committee originally ranked Billy Casper Golf, LLC as the second ranked proposal, a copy of their response and the Evaluation Committee scoring is included herein as Exhibit "2" and Exhibit "3" respectively; and

WHEREAS City staff initiated successful contract negotiations with Billy Casper Golf, LLC; and

WHEREAS, the Director of Financial Services and the Purchasing and Contracts Manager recommend that the City of Tamarac City Commission award RFP 13-25R to,

and authorize the appropriate city officials to execute an Agreement attached hereto as Exhibit "4", to manage and maintain the Golf Course and the amenities in the Clubhouse, including foodservice and pro-shop operations for a period of five (5) years with one (1) option to renew for an additional five (5) year period with Billy Casper Golf, LLC.; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to award RFP 13-25R to, and authorize the appropriate city officials to execute an Agreement to manage and maintain the Golf Course and the amenities in the Clubhouse, including foodservice and pro-shop operations for a period of five (5) years with one (1) option to renew for an additional five (5) year period with Billy Casper Golf, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All Exhibits attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission authorizes the appropriate City Officials to award RFP No. 13-25R to, and authorize the appropriate city officials to execute an Agreement to manage and maintain the Golf Course and the amenities in the Clubhouse, including foodservice and pro-shop operations for a period of five (5) years

with one (1) option to renew for an additional five (5) year period with Billy Casper Golf, LLC attached hereto as Exhibit "4".

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2013.

BETH TALABISCO
MAYOR

ATTEST:

PAT TEUFEL, CMC
CITY CLERK

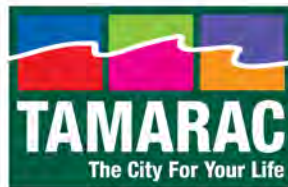
I HEREBY CERTIFY that I have
approved this RESOLUTION as to form.

SAMUEL S. GOREN

CITY ATTORNEY

TR12412 – Exhibit 1

**PURCHASING AND
CONTRACTS DIVISION**



Date: September 18, 2013

RFP NO. 13-25R

**REQUEST FOR PROPOSALS
RFP 13-25R**

ALL QUALIFIED PROPOSERS:

Sealed Proposals, addressed to the Purchasing and Contracts Manager of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until **2:00 PM local time, Tuesday, October 1, 2013** for:

Golf Course Operations Services

The City is soliciting proposals to obtain the services of a qualified firm to operate the Colony West Golf Course at the Colony West Golf Complex at 6800 NW 88th Avenue, (Pine Island Road) Tamarac, Florida 33321, Proposers shall be responsible for operating all aspects of a working course, and shall provide the City with a proposal to either assume the current lease contract, propose a revised lease, or provide a management agreement for the operation of the facility, including grounds maintenance; club house operations and maintenance, including operation of a pro shop, a full-service restaurant and a snack bar; customer service activities; infrastructure, facility and capital management; and other ancillary responsibilities related to the operations of a full-service golf facility.

Sealed Proposals must be received and time stamped in the Purchasing Office, either by mail or hand delivery, **on or before the date and time referenced above**. Any Proposals received **after 2:00 PM** on said date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer. Official time will be measured by the time stamp in the Purchasing Office.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the City.

Proposal documents may be obtained from the Purchasing Office or via the Internet at <http://www.tamarac.org>. For inquiries, contact the Purchasing Office at (954) 597-3570.

A handwritten signature in blue ink, appearing to read "Keith K. Glatz", is written over a light blue, wavy background element.

Keith K. Glatz, CPPO
Purchasing and Contracts Manager

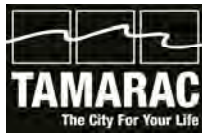
Publish Sun-Sentinel: September 20, 2013

"Committed to Excellence... Always."

TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3570 | F: 954.597.3565

EQUAL OPPORTUNITY EMPLOYER



REQUEST FOR PROPOSALS

RFP 13-25R

Golf Course Operations Services

Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

I. INTRODUCTION

The City of Tamarac, Florida utilizing a qualifications-based solicitation is seeking proposals from firms with specialized skills and interest in providing professional services in Golf Course Leasing, Golf Course Management and Golf Course Grounds Maintenance.

II. INFORMATION

For information pertaining to this Request for Proposals (RFP), contact Mr. Keith Glatz, CPPO, FCPM, Purchasing & Contracts Manager at (954) 597-3567 or Project Manager, Mr. Mark C. Mason, CPA, Director of Financial Services at (954) 597-3551. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.

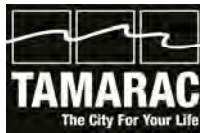
It is preferred that all questions be submitted in writing, either via fax or email. Fax questions to (954) 597-3565 or email to Keith.glatz@tamarac.org.

III. SCHEDULE OF EVENTS

The schedule of events related to this Request for Proposals shall be as follows:

RFP Document issued	September 18, 2013
Deadline for Written Questions	September 23, 2013
Deadline for Receipt of Proposals	October 1, 2013
Anticipated Award by Commission	November 13, 2013

All dates are tentative. City reserves the right to change scheduled dates.



IV. INSTRUCTIONS TO OFFERORS

& STANDARD TERMS AND CONDITIONS

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

1. AUTHORITY AND GENERAL TERMS AND CONDITIONS

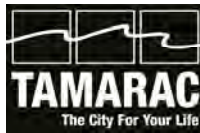
- 1.1 This proposal is issued pursuant to, and governed by the laws of the State of Florida, Article VII "Financial Procedures", Section 7.11, "Requirements for Public Bidding, of the [City of Tamarac Charter](#); and Chapter 6 "Finance and Taxation", Article V, the [Tamarac Procurement Code](#).
- 1.2 These General Terms and

Conditions apply to all offers made to the City of Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Bid. As such the words "bid", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

2. DEFINED TERMS

Terms used in these Instructions to Offerors are defined as follows:

- 2.1 **"Offeror"** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.
- 2.2 **"Proposer"** – one who submits a Proposal in response to a solicitation. The terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.
- 2.3 **"Successful Offeror"** - the qualified, responsible and responsive Offeror to whom City (on the basis of City's evaluation



as hereinafter provided) makes an award.

2.4 **"City"** - the City of Tamarac, a municipal corporation of the State of Florida.

2.5 **"Proposal Documents"** - the Request for Proposals, Instructions to Offerors, Offeror's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Offeror's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

2.6 **"Contractor"** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

3. SPECIAL CONDITIONS

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this proposal, the Special Conditions and/or the Scope of Work shall prevail.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1. Before submitting a Proposal, each Offeror must visit the site to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Purchasing and Contracts Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

4.2. The Offeror, by and through the submission of a Proposal, agrees that Offeror shall be held responsible for having examined the facilities and equipment; is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

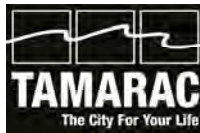
5. OMISSION OF DETAILS / VARIANCES AND EXCEPTIONS

5.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

5.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

6. INTERPRETATIONS AND ADDENDA

6.1 If the Offeror is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications contain errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Offeror shall submit a written request to the Purchasing Office for interpretation or clarification.



Such request must reference RFP name and number, and should be received by the Purchasing Office at least ten (10) calendar days prior to the Proposal opening date, or prior to the deadline specified in the "Schedule of Events" provided herein. Questions received less than ten (10) calendar days prior to the Proposal opening, or the deadline specified by the "Schedule of Events" herein, whichever is sooner, may not be answered. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum transmitted via either fax or email to all parties recorded by the Purchasing Office as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

- 6.2 Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail or text message (per the vendor's choice). It is essential that all vendors receiving a bid or proposal either download the document from the City's web-site, or register as a plan holder. All bidders / proposers must visit <http://www.tamarac.org/bids.aspx>, and select the "NOTIFY ME" icon. This action will take the bidder/proposer to the "Notify Me" page. Once on the "Notify Me" page, enter the appropriate e-mail address to which notifications of solicitations and addendums should be sent. Bidders and proposers may also request notification by text message at this time. Upon completion of this process, a confirming e-mail will be sent to the individual who registered.

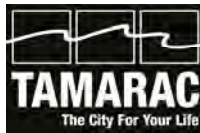
You must click on the link provided to confirm registration for solicitation documents and addendums. Regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to insure that they have received all addendums issued for a solicitation prior to submitting a response.

7. COSTS AND COMPENSATION

- 7.1. Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern.
- 7.2. All costs and compensation shall remain firm and fixed for acceptance for 60 calendar days after the day of the Proposal opening.
- 7.3. The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

8. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

- 8.1 **Firm Pricing:** Prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

**8.2 Prompt Payment Discounts:**

Where applicable, offeror is encouraged to provide prompt payment. If no payment discount is offered, the discount shall assume net 30 days. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

8.3 Payments by Electronic Funds Transfer:

All payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

9. NON-COLLUSIVE AFFIDAVIT

Each Offeror shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Offeror to submit this document may be cause for rejection of the Proposal.

10. PUBLIC ENTITY CRIMES

In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a

public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

11. CONFLICT OF INTEREST

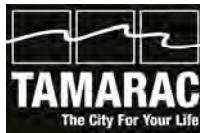
The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

12. PERFORMANCE BONDS AND INSURANCE

Upon award of a contract, the Successful Offeror, as required within the scope of the solicitation, may be required to submit performance bonds and/or payment bonds. Offeror shall provide certificates of insurance in the manner, form and amount(s) specified.

13. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

The following is a summary of documents required to be submitted for this proposal. Failure to include a technical proposal, cost proposal, bid surety (if required herein), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business **should** accompany the Proposal; but **must** be provided within three (3) business days of the City's request to be considered responsive.



- 13.1 Technical Proposal & Work Plan
- 13.2 Cost Proposal (See "Proposal Form" herein)
- 13.3 Project schedule which includes a schedule for making the facility fully operational and open to the public.
- 13.4 Certification Forms
- 13.5 Vendor Drug Free Workplace Form
- 13.6 Non-Collusive Affidavit Form
- 13.7 Proof of applicable insurance.
- 13.8 Listing of any Sub-consultants or Subcontractors to be utilized.
- 13.9 The City reserves the right to request the most recently completed **audited financial statement, or other approved documentation** to verify financial viability.

14. SUBMISSION OF PROPOSALS

- 14.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror should be initialed.
- 14.2 All proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.
- 14.3 Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the firm in matters of this nature. The address and telephone number for any communications regarding the Proposal must be included.
- 14.4 Proposals shall contain an acknowledgment of receipt of all addenda.
- 14.5 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution

form, or by the company's own Corporate Resolution.

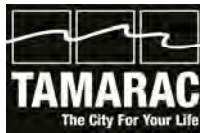
- 14.6 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

- 14.7 Proposals shall be submitted to the Purchasing Office on or before the time indicated in the Request for Proposals. Proposals shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope should be clearly marked on the exterior with the applicable solicitation name and number. The envelope should state the name and address of the Offeror and should include all documents as specified in the Request for Proposals. Purchasing and Contracts Division staff is not responsible for the premature opening of a Proposal that is not properly addressed and identified.

- 14.8 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).

- 14.9 All Proposals received from Offerors in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.

- 14.10 The Proposer preparing a



submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

- 14.11 Electronic Media Submission: The City may require that machine readable information and data, including computer assisted drafting designs (AutoCAD files) be provided by the proposing firm as a part of its submittal. The proposing firm shall not be liable for claims or losses arising out of, or connected with, modification by the City, or anyone authorized by the City, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the City or anyone authorized by the City, of such data for additions to projects except as authorized in writing by the proposing firm.

15. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 15.1 Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing Office at any time **prior** to the deadline for submitting Proposals. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. No Proposal may be withdrawn or modified after the date of proposal opening has passed.
- 15.2 If, within twenty-four (24) hours after Proposals are opened, any

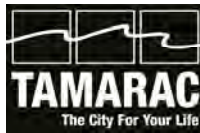
Offeror files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Offeror may withdraw its Proposal and any bid security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

16. REJECTION OF PROPOSALS

- 16.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 16.2 City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in its best interest of to make an award to that Offeror, whether because the Proposal is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

17. QUALIFICATIONS OF PROPOSERS

- 17.1 Proposals will be considered from firms normally engaged in



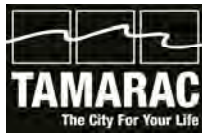
providing the service requested. The proposing Firm must demonstrate adequate experience, organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of Tamarac. The City of Tamarac will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

- 17.2 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.
- 17.3 No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible for unreliable by City. City will be the sole judge of said determination.
- 17.4 The City reserves the right, before recommending any award, to inspect the facilities, equipment and organization at either the organization's headquarters, or at a facility operated by the organization, as will take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions.
- 17.5 Employees of the successful

Contractor shall at all times be under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Contractor shall be responsible to the City for the acts and omissions of all employees working under its directions.

18. INSURANCE

- 18.1 Offeror agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Offeror, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.
- 18.2 Offeror shall obtain at Offeror's expense all necessary insurance in such form and amount as required by this proposal or by the City's Risk Manager before beginning work under this Agreement. Offeror shall maintain such insurance in full force and effect during the life of this Agreement. Offeror shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Agreement.
- 18.3 Offeror shall indemnify and save the City harmless from any damage resulting to it for failure of either Offeror or any Sub-Offeror to obtain or maintain such insurance.
- 18.4 Please refer to Statement of Work, Section B.4 for specific insurance requirements for this



agreement.

19. INDEMNIFICATION

19.1 GENERAL INDEMNIFICATION:

Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor.

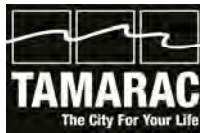
19.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

19.3 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

19.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

20. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided



for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

21. WARRANTIES

- 21.1 Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.
- 21.2 Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 21.3 Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 21.4 All warranties made by Successful Offeror together with service warranties and guarantees shall run to City and the successors and assigns of City.

22. SAFETY STANDARDS

The Proposer warrants that the all work

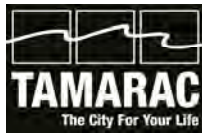
performed under this Agreement shall conform in all respects to the standards, procedures and protocols set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable.

23. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with the requirements of the final contract Agreement may be rejected, and corrective measures shall be taken to bring the work into conformance with the project requirements

24. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

**25. TAXES**

Successful Offeror shall pay all applicable sales, consumer use, real estate and other similar taxes required by law.

26. PERMITS, FEES AND NOTICES

Successful Offeror shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

27. PERFORMANCE

Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

28. TERMINATION FOR CAUSE AND DEFAULT

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Successful Offeror neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by of written notice of such neglect or failure.

29. TERMINATION FOR CONVENIENCE OF CITY

This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Successful Offeror for such termination in which event the Successful Offeror shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Successful Offeror abandons this Agreement or causes it to be terminated, the Successful Offeror shall

indemnify the city against loss pertaining to this termination.

30. FUNDING OUT

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

31. AUDIT RIGHTS

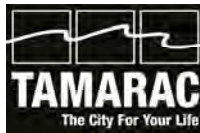
31.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

31.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

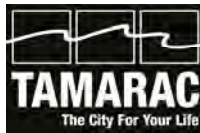
31.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

31.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

31.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the



- agency.
- 31.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.
- 31.3 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.
- 32. ASSIGNMENT**
- 32.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval.
- 32.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of Successful Offeror shall thereupon cease and terminate.
- 33. EMPLOYEES**
- 33.1 Employees of the successful Contractor shall at all times be under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.
- 33.2 **Unauthorized Aliens:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any sub-contractors used by the Contractor as well
- 34. TAXES**
- The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.
- 35. GOVERNING LAW:**
- The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida.
- 36. UNBALANCED PROPOSAL PRICING**
- When a unit price proposed has variable or estimated quantities, and the proposal shows evidence of unbalanced proposal pricing, such proposal may be rejected.
- 37. INFORMATION REQUESTS AFTER DUE DATE**
- Following a recommendation for award, Proposers may download the evaluation results directly from the Internet at <http://www.tamarac.org>.
- Pursuant to Florida Statute Chapter 119, Section 7(m), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §120.57(3)(a), or within



10 days after bid/proposal opening, whichever is earlier.

38. OWNERSHIP OF PRELIMINARY AND FINAL RECORDS

All preliminary and final documentation and records shall become and remain the sole property of the City. The awarded firm shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the City. In the event of termination of the agreement the proposing firm shall cease work and deliver to the City all documents (including reports and all other data and material prepared or obtained by the awarded firm in connection with the project), including all documents bearing the professional seal of the firm. The City shall, upon delivery of the aforesaid documents, pay the firm and the firm shall accept as full payment for its services thereunder, a sum of money equal to the percentage of the work done by the firm and accepted as satisfactory to the City.

39. CONTINGENT FEES PROHIBITED

The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee,

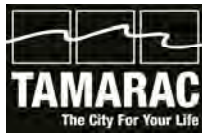
commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

40. PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City. Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. (*Reference: Tamarac Procurement Code Section 6-156.*)

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STATEMENT OF WORK

A. INTRODUCTION AND BACKGROUND

The City of Tamarac, incorporated in 1963, covers approximately twelve (12) square miles and is located in Central Broward County. The municipal limits stretch east to west from just west of Powerline Road near I-95, to the Sawgrass Expressway, and generally north to south from Southgate Boulevard to Commercial Boulevard. The City's population is approximately 61,102.

The subject property is Colony West Country Club, a 36-hole golf resort facility located in central Tamarac, but on the western edge of populated sections of Broward County, Florida. The facility is owned by the City of Tamarac and was recently operated via lease agreement. Colony West CC is operated as an affordable, high-quality public-access golf course that serves year-round and seasonal residents of Tamarac, as well as tourists and visitors to the area. All of the property used by Colony West Country Club is deeded for use as an "open space," and has an underlying recreational land use.

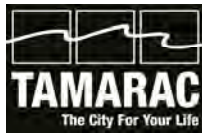
1. SITE OVERVIEW

Colony West Country Club is located due west of Ft. Lauderdale, approximately 10.5 miles from the Atlantic Ocean beaches. The site is bounded by McNab Road to the north, University Drive to the east, 61st Street to the south and Nob Hill Road to the west. In addition to the two 18-hole golf courses that form Colony West CC, there are numerous residences within this rectangular property, with the golf courses and ancillaries totaling approximately 262 +/- acres. The two golf courses are split between the east and west sides of North Pine Island Road, which bisects the property with the Championship Course located east and the Glades course located west of this roadway.

Access to the site is convenient and provided via North Pine Island Road (a primary North-South roadway through Tamarac) with entrance to the golf clubhouse and parking on the east side. The property is approximately 2.5 miles from the nearest interchange with the Sawgrass Expressway at Commercial Blvd. To the east, the Florida Turnpike interchange at Commercial Blvd is approximately 4.5 miles away. In all, Colony West CC is convenient for a large section of the western Broward County area.

Championship Course

The property has a basic rectangular configuration that is approximately 4/10 of a mile x 9/10 of a mile. The site is almost entirely bounded by residences, with only a few exceptions. The golf clubhouse, restaurant, and parking area are located on the eastern portion of the property along with the Championship Course. The property has a total of about 200 parking spaces for both the clubhouse and golf course.



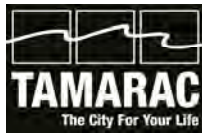
Facts and Features of the Championship Course

The Championship Course at Colony West was built and designed in 1971 by Robert Von Hagge and Bruce Devlin specifically for a PGA Tournament Event - the Jackie Gleason Classic, which is now the Honda Classic. The original design was a monstrous par 72, 7,553 yards long with numerous bunkers. Before opening in 1971, the course was “softened” somewhat with a reduction in length and removal of many bunkers.

- The course has golf design features and conditions that are typically associated with high quality golf, capable of commanding at or above median market rates. The course has attractive and challenging features that make it desirable for golfers.
- The golf course is relatively flat, with many holes bounded by surrounding residential elements. Water is in play on 13 of the 18 holes and there are 66 total sand bunkers. Colony West Country Club has also been rated by the Florida State Golf Association to be the toughest and longest par 71 in Florida, and by the Florida Business Journal to be the toughest public course in South Florida.
- The Colony West Country Club golf course plays 7,001 yards from its longest (non-professional) tee and to a par of 71. A total of five tees are on the course, allowing for play from 7,000+ yards to 4,400 yards from the most forward tee. The course has a USGA slope rating of 142 from its Black tee, which represents that the golf course is approximately 28% “harder” than the standard slope of 111. The other shorter-length tees are also well above the “standard” for difficulty.
- The key defining feature of the Colony West CC Championship course is the numerous water holes on the course.
- The Championship course has several road crossings and there are also three bridges. The course does include an estimated 95% coverage with asphalt cart paths, a feature that is desirable for achieving a maximum volume of rounds.
- Colony West CC has adequate on-course facilities such as restrooms and drinking stations. There is a good quality men’s and women’s restroom station located proximate to 5th, 6th, 14th, and 15th holes for convenience.
- The Championship course possesses excellent drainage, a feature that can help to achieve the maximum rounds of golf. The lakes on property are all interconnected and in use for both drainage and irrigation.

Glades Course

The shorter, 18-hole Glades Course is located on the western side of the Colony West Country Club property, on a smaller parcel of property. The very western edge of the Glades Course (bounded by Nob Hill Road) is less than $\frac{3}{4}$ of a mile from the Sawgrass Expressway, or the western boundary of populated Broward County.



Facts and Features of the Glades Course

The Glades Course at Colony West offers a very appealing golf experience on 18 shorter and easier golf holes with fewer hazards. The following are key elements of the 18-hole Glades Course:

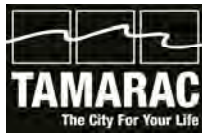
- The Glades Course is located on the west side of N. Pine Island Road
- Glades Course is an 18-hole “executive” golf course with a par of 65.
- The course measures 4,207 yards from its longest tee and includes eight par-3 holes, nine par-4 holes and a single par-5 hole.
- The layout is generally open, with limited tree cover inside the property. Water is in play on eight of the 18 holes, but there are very few sand bunkers.
- The course has golf design features that make it appealing to mostly beginner and/or other less-skilled golfer segments, especially senior citizens.
- The course is in generally acceptable condition
- The layout is such that the golf course does not have “returning nines,” meaning that golfers seeking to play only nine holes will find themselves as far away from the clubhouse as can be on this site when completing the 9th hole.
- The Glades Course has one on course restroom.

Clubhouse / Banquet Facilities

The support structures at Colony West CC include a 16,000 square foot clubhouse facility that features two levels. The structure dates back to 1981 and all elements are fully functional. The roofs of the clubhouse and two maintenance facilities were replaced in spring 2013.

Key functional areas of the Clubhouse include:

- Lower Level Clubhouse – The space includes the golf pro shop, the Sand Trap Restaurant and Lounge, and two small meeting rooms. Key features:
 - The pro shop location has proximity and visibility of the 1st, 9th, and 18th holes, and the cart staging area.
 - The lower level also includes restrooms and two meeting rooms – the Cypress Room seats 90+ and the Fairway Room seats 45.
 - The Sand Trap Restaurant and Lounge includes seating for up to 50+ at tables under the new (1998) gazebo and another 30+ at the bar. The downstairs kitchen is large and functional.
- Upper Level Clubhouse -The upper level of the Colony West Clubhouse



includes the banquet kitchen and the large Blue Heron Room, with seating for 250+ patrons. This is the main banquet space for the facility and includes large windows facing the golf course, a separate small bar, and a dance floor.

- Snack Bar Area – The snack bar area is a small (500 square foot) snack window allowing golfers to purchase a small selection of Food & Beverage items outside, with convenience for the turn between the 9th and 10th holes. Also included are out door men's and women's bathrooms.
2. Additional documentation regarding the Colony West Country Club site is available for download at www.tamarac.org, (the same location as this proposal document). The following additional documents are available:
- a. Lease Agreement with Sand Trap Management.
 - b. Copy of report issued by U.S. Golf Association (USGA)
 - c. Copy of preliminary report issued by the National Golf Foundation (NGF)
 - d. South Florida Water Management District (SFWMD) Water Use Permit.

B. PROJECT INFORMATION & SCOPE OF WORK

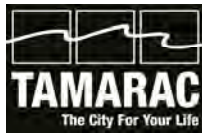
The City of Tamarac is soliciting proposals from qualified contractors to provide one (1) or more of the following operational options at the Colony West Golf Course (CWGC)

Option 1: Assumption of current Golf Course Lease Contract – The Contractor will be responsible for management and the full-service operation of all aspects of the Golf course in accordance with the lease agreement entered into by the City and Sand Trap Management, Inc.. Contractor will adhere to the terms and conditions of the existing lease, and Contractor will pay the City fees and shared revenues as delineated in the existing lease which is included as Exhibit A to this proposal.

Option 2: Proposal of a new Golf Course Lease Contract -- The Contractor will be responsible for management and the full-service operation of all aspects of the Golf course, and shall propose a new lease agreement for consideration by the City.

Option 3: Golf Course Full Service Management Contract – Contractor provides all of the following: Pro Shop, restaurant, golf course and grounds maintenance, administrative functions (daily play on course, tee time reservations, lessons, and all subsequent golf operations). A Golf Pro or qualified site manager will supervise all contracts, promotion, asset management, equipment acquisition or leases, and all other ancillary services.

Note: The City is open to any and all ideas in addition to the aforementioned options.



1. GOALS OF THE PROJECT

To establish a first class public golf facility at Colony West Golf Course that provides a very high quality, high value public golf experience for the golfing public.

To maintain Colony West Golf Course at a level comparable to other local daily fee operations and consistent with levels expected of other City facilities and grounds.

To provide an efficient and profitable Golf Course that will benefit the citizens of Tamarac.

To secure the services of a qualified contractor, or contractors, for a minimum five (5) year contract, with a renewal for an additional five (5) years upon mutual agreement by the City and Contractor. (Please note that a five (5) year agreement is a minimum timeframe. Proposer shall recommend a contract term that will provide for an optimal solution for the City and the Contractor.

2. QUALIFICATION OF PROPOSERS

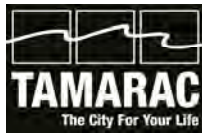
This RFP shall be awarded only to a responsive and responsible proposer, qualified to provide the services specified. The proposer shall, upon request, promptly furnish the City sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations:

2.1 MINIMUM QUALIFICATIONS

The proposer **MUST** meet all of the requirements supplied in this document and **MUST** submit the following information with responses to the following requirements:

a. Each proposer shall have a minimum of five (5) years of experience in providing golf course professional service operations to include restaurant and bar operations and golf course maintenance at an 18-hole golf facility similar in size and rounds to Colony West Golf Course. The proposer will provide all staff for the golf operations that include Cart Attendants, Starters, Rangers, Cashiers and the Proposer must provide proof of being an active Class A PGA or LPGA member in good standing. The proposer shall provide a detailed statement of qualifications and background of said services.

b. Each proposer shall submit a minimum of five active references



demonstrating successful provisions of golf professional service operations. Each reference should include company name, contact name address, telephone number, email address, dollar amount and other terms of contract, dates of service, scope of work, types of service performed and number of staff provided.

c. Each proposer shall provide a detailed business plan regarding types of golf development programs that they have been associated with that include instructional, tournament recruitment and retention, and public school program participation.

d. Each proposer shall provide evidence that they have sufficient resources and capabilities to meet the financial and operational requirements, vendor credit lines and or bank letters of credit should be provided as evidence.

e. Each proposer shall provide written evidence before starting work (copies of current licenses/certifications) that shows that the firm (Proposer) or a principal in the firm is licensed to contract the scope of work in the City of Tamarac.

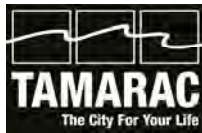
f. Each proposer shall provide written evidence (copies of current licenses/certifications) that shows that the firm (Proposer) or a principal in the firm will be licensed to contract the scope of work in the City of Tamarac with the following:

- Food Manager Safety Certification
- State of Florida Division of Alcoholic Beverages and Tobacco License Series 11CG
- State of Florida Division of Alcoholic Beverages and Tobacco License Series 11CX
- State of Florida Division of Hotels and Restaurants Seating License

g. Each proposer shall provide written evidence/references that they, the Proposer, have maintained and operated a minimum of five (5) 18-hole golf courses and have a minimum of five years of experience. References must include scope of work, facility name, contact name, address, and phone number, number of holes maintained, number of acres maintained (arranged by greens, tees, fairways, roughs, and common areas), number of employees, and annual maintenance budget.

h. Each proposer shall provide their proposed capital improvement plan and proposed contributions towards that plan for the successful operations of the facilities and provide proposed recommendations of a plan of capital contributions that may be required from the City of Tamarac. .

i. Each proposer shall provide written evidence/references that they, the Proposer, have golf course grow-in experience at a minimum of one (1) 18-hole golf course or a minimum of two (2) large golf course renovation projects that included at a minimum the renovation of 18 greens at a regulation golf course within the past five (5) years. References must include company name, contact



name address, telephone number, email address, dollar amount of contract, dates of service, scope of work, types of service performed and number of staff provided.

d. Each Proposer shall provide written evidence (copies of current licenses/certifications) that shows that the firm (Proposer) or a principal in the firm shall be licensed to contract the scope of work in the City of Tamarac with the following:

- Ornamental Pest Control License, and
- Landscape Architect's License

2.4 The following requirements are PREFERRED for lease or management of the Colony West Golf Course(s) and the proposer must submit information with response for:

a. Each proposer shall have a minimum five (5) years of Golf Course Management Experience. That experience includes all facets of Golf Course Operations listed in the subsequent sections of this RFP.

b. Each proposer shall provide and indicate the number of years the proposer has been providing the requested types of services.

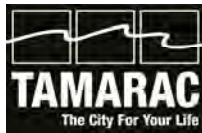
c. Each proposer shall provide a list of five (5) references that can describe your previous performance in the management of operations and maintenance of facilities for which the proposer has provided services comparable to those described in this RFP. The listing shall include the last five (5) contracts entered into by your organization and include the following:

- Facility name and address
- Name, title, phone/fax number and email address for facility point of contact
- Number of years managing facility
- Detailed summary of scope of services provided and type of contract

d. Each proposer shall provide a listing and description of golf courses operated by the proposer and include the following per course:

- Number of rounds and type of rounds
- The annual gross and net revenue
- Average annual maintenance expense
- A brief description of the location and market overview for each market operated (e.g. number of courses in market, market share competition, cost structure and revenue generation)

e. Each proposer shall provide legal history of the company including, but not limited to:



- Proposer shall provide an outline history of contract amendments with any current contracts to include timeline and purpose of amendment.
- Proposer shall disclose if it has made any claims for extra payment or increases in compensation during the course of its agreements to provide services at any golf course
- Proposer shall List any history of claims, litigation, arbitration, and/or termination for cause associated with any work contracted on any project in the past ten (10) years.
- Each Proposer shall list any judgments, claims, arbitration proceedings, lawsuits or any current litigation.

f. Each proposer shall list any current subcontractors or lessees or list intent to subcontract if known.

g. Each proposer shall provide clear evidence of financial stability and resources necessary to successfully develop/manage the proposal option. Please note that prior to entering into any agreement; the City may require a comprehensive review of the firm's financial statements and additional financial information on individual investors.

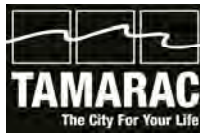
3. SCHEDULE

The Colony West Golf Course is currently not in operation. The successful Contractor shall be prepared to take over all operations of the facility as soon as feasibly possible. The goal of the City is to have an operator in place no later than **November 15, 2013**.

4. INSURANCE REQUIREMENTS

The following are required types and minimum limits of insurance coverage, which the successful Contractor agrees to maintain during the term of this contract:

Line of Business/ Coverage	Occurrence	Aggregate
Commercial General Liability	\$1,000,000	\$2,000,000
Including:		
Premises/Operations		
Contractual Liability		
Personal Injury/Advertising		
Explosion, Collapse, Underground Hazard		
Products/Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Employment Practices and Employer Benefits Liability		
Directors and Officers/Errors and Omissions	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000	\$2,000,000
Owned and Leased		



Hired and Non-owned
Personal Injury Protection

Statutory

Liquor Liability	\$1,000,000	\$2,000,000
Storage Tank Liability (If required)	\$1,000,000	\$1,000,000
Pollution Liability	\$1,000,000	\$2,000,000
Flood Insurance	Replacement Cost Building Value	
Contractors' Equipment	Replacement Cost	
Property Insurance	Replacement Cost Building Value	

(All Risk Peril Policy including Hurricane/Wind or a comparable Special Risk Policy covering approved list of perils naming the City as a Loss Payee on all Real Property and City owner Property)

**Boiler and Machinery
Contents**

**Replacement Cost Value
Replacement Cost Value**

**Workers' Compensation
Employers Liability**

Statutory

Bodily Injury by Accident	\$500,000
Bodily Injury by Disease	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Contractor nor any Subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Contractor will ensure that all Subcontractors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.

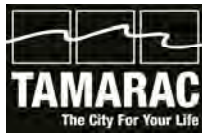
All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.

The Contractor's liability insurance policies (General Liability, Automobile Liability, Liquor Liability and Pollution Liability) shall be endorsed to add the City of Tamarac as an "additional insured". The Contractor's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.

The Contractor shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Contractor purchase a bond to cover the full amount of the deductible or self-insured retention.

If the Contractor or any Subcontractor is to provide professional services under this Agreement, the Contractor must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability.

The Contractor agrees to perform the work under the Contract as an independent Contractor, and not as a subcontractor, agent or employee of CITY.



VI. PROPOSAL SELECTION

The City Manager will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents.

Price or cost shall not be the sole determining factor for selection, as indicated in the following section:

VII. EVALUATION OF PROPOSALS

A. EVALUATION METHOD AND CRITERIA

An Evaluation and Selection Committee has been appointed by the City Manager and will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the Evaluation and Selection Committee.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.

After presentations, firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of Tamarac.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the City arising from such negotiations.

The City's evaluation criteria may include, but shall not be limited to, the following:

Compliance with Request for Proposals [Mandatory]. This refers to the adherence to all conditions and requirements of the Request for Proposals.

1. **Quality of Response**

ii. Clearly demonstrated understanding of the work to be performed.

iii. Completeness and reasonableness of the offeror's plan/proposal

for accomplishing the tasks.

- iv. Level of creativity demonstrated by the offeror's proposed methodologies for meeting the requirements of this proposal.

2. Services to be Provided. This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the project, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.

3. Qualifications of the Contractor. Offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:

- i. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.
- ii. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects
- iii. Reference information gathered from other entities regarding the past experience of the firm; and
- iv. Other areas addressed in the *Statement of Work* herein.

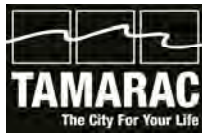
4. Costs (Price). This refers to any proposed contract fee and reimbursement expense budget, payment to the City or any shared revenue formula that may be proposed. (Please note that this is only one factor for consideration of award). The Proposer shall determine the best method for recovering costs, and the level of innovation and proposed fee/revenue structure shall be considered when evaluating this criteria. Please note, however, that for Option 1, (Assumption of the existing lease), that the fee structure already in place will be utilized.

Proposer shall include its Financial Proposal in a separate section of its RFP response.

Proposers are encouraged to provide the City with a contract structure that promotes methods to create incentives designed to maximize the value of this Agreement for the City and for the Proposer.

B. ACCEPTABILITY OF PROPOSALS

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:



1. Acceptable ;
2. Potentially Acceptable; that is reasonably susceptible of being made acceptable; or
3. Unacceptable.

C. AWARD OF AGREEMENT

Award shall be made to the firm providing the most advantageous proposal to the City, considering the firm's ability to effectively and efficiently operate the facility, as well as the firm's ability to meet schedule requirements, and provide the most innovative and/or cost effective agreement for the City.

D. EVALUATION OF CRITERIA

The City reserves the right to rank proposals from first to last (e.g. "1", "2", "3", etc.) based on the criteria included herein.

E. DISCUSSIONS & PRESENTATIONS / BEST & FINAL OFFER

The short-listed Proposers may be requested to make presentations to the Committee. The City may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon the City's request.

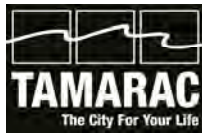
All Proposers are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such proposals may be evaluated without discussion or need for presentations. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the City.

The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process.

The City, after discussion with proposers, reserves the right to request Best and Final Offers from any or all proposers based upon a clarification of the City's goals for this project, as may be determined through the Discussion process.

F. RIGHT TO REJECT PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form,



additions not called for, conditions, unauthorized alterations, or irregularities of any kind.

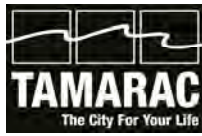
City reserves the right to reject any Proposal if City believes that it would not be in its best interest to make an award to a particular Proposer, either because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of this solicitation.

VIII. PROPOSAL COPIES

Return One (1) Original and four (4) copies in an envelope, along with one (1) electronic copy submitted either on a CD Rom, or a flash / thumb drive, marked with your firm's name and "RFP 13-25R, Golf Course Operations Services, to the City of Tamarac, Purchasing & Contracts Division, 7525 NW 88th Avenue, Tamarac, Florida 33321, attention: Keith Glatz, CPPO, FCPM, Purchasing & Contracts Manager . Any addenda become part of this Request of Proposal and the resulting agreement. The Proposal Form included herein should be signed by an authorized company representative, dated and returned with the Proposal.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications that are issued in writing from the Purchasing & Contracts Division may be considered as a duly authorized expression. Also, only communications from Proposers that are signed in and in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.



REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name

Address

City State Zip

Phone/Fax

E-mail

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

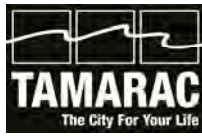
Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name



PROPOSER CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request for Proposal. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposals. Additionally, by signature on this proposal, we (I) acknowledge that all information provided herein in response to this proposal is true and accurate.

Indicate which type of organization below:

INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER ☐

If "Other", Explain: _____

Authorized Signature

Company Name

Typed/Printed Name

Address

Telephone

City, State, ZIP

Fax

Federal Tax ID Number

Email address for above signer (if any)

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

☐

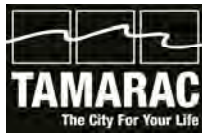
Yes

☐

No

NO BID INDICATION (IF "NO BID" IS OFFERED):

Please indicate reason(s) why a Proposal is not being submitted at this time.



NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____)ss.

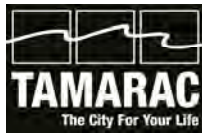
_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____	By _____
Witness	
_____	_____
Witness	Printed Name

	Title



ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

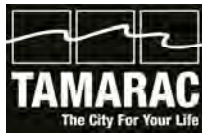
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath



VENDOR DRUG-FREE WORKPLACE

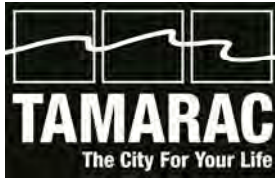
Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE PROPOSALS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Company Name



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321

"Committed to Excellence...Always"

ADDENDUM NO. 1
REQUEST FOR PROPOSAL
13-25R GOLF COURSE OPERATIONS SERVICES

DATE OF ADDENDUM: SEPTEMBER 19, 2013

TO ALL PROSPECTIVE PROPOSERS:

The following clarifications are hereby made part of the Contract Documents for REQUEST FOR PROPOSAL #13-25R for GOLF COURSE OPERATIONS SERVICES.

1. Question: "Can the City provide all financials associated with the golf course operations for last three years?"

Answer: The City has owned the golf course property for a short time, and only has one (1) year of financial information available to us. Please find the Sandtrap Management Profit and Loss Statement for 2012 attached to this Addendum.

2. Question: "Who may we contact to inspect the golf courses?"

Answer: Contact Mr. John Engwiller, Operations Manager, Department of Public Services, Public Works Division at (954) 597-3727, john.engwiller@tamarac.org to make arrangements to view the property and the clubhouse.

All other terms, conditions and specifications remain unchanged for RFP 13-25R. Please acknowledge receipt of this Addendum No. 1, by returning it and/or acknowledging it in your proposal.

Sincerely,

Keith K. Glatz, CPPO, FCPM
Purchasing & Contracts Manager

COMPANY: _____ NAME: _____

Attachment

Sandtrap Management, Inc.
Profit & Loss
 January through December 2012

Jan - Dec 12

Income		
4 · Revenues		
41 · Sales		
4101 · Golf Course		
41011 · Green Fees/Champ	1,028,283.67	
41012 · Green Fees/Glades	407,862.54	
Total 4101 · Golf Course	1,436,146.21	
4102 · Golf Shop		
41021 · Merchandise Sales	54,612.39	
Total 4102 · Golf Shop	54,612.39	
4103 · Food		
41031 · Restaurant/Bar	260,747.39	
41032 · Upstairs Restaurant	119,778.21	
41033 · Snack Bar/Bar Cart	63,640.25	
Total 4103 · Food	444,165.85	
4104 · Beverage		
41041 · Restaurant/Bar	340,382.46	
41042 · Upstairs Restaurant/Bar	7,503.53	
41043 · Snack Bar/Bar Cart	70,485.73	
Total 4104 · Beverage	418,371.72	
Total 41 · Sales	2,353,296.17	
42 · Other Income Golf Shop		
4201 · Club Rentals	4,314.32	
4210 · GPS	202.55	
4211 · Fuel Surcharge	16,753.46	
Total 42 · Other Income Golf Shop	21,270.33	
43 · Other Income		
4301 · Special Events Extras	0.00	
4302 · Upstairs Restaurant Misc	9,330.67	
4303 · Sales Tax Commission	360.00	
4304 · MVP Sales	39,909.23	
4310 · Other	2,634.09	
4312 · Interest Income	381.21	
Total 43 · Other Income	52,615.20	
Total 4 · Revenues	2,427,181.70	
Total Income	2,427,181.70	
Gross Profit	2,427,181.70	
Expense		
5 · Total Expenses		
51 · Cost of Goods Sold		
5101 · Golf Shop		
51011 · Merchandise	34,128.73	
Total 5101 · Golf Shop	34,128.73	
5102 · Food		
51021 · Restaurant/Bar	153,094.78	
51022 · Upstairs Restaurant	27,650.26	
51023 · Snack Bar/Bar Cart	25,831.41	
Total 5102 · Food	206,576.45	
5103 · Beverage		
51031 · Restaurant/Bar	141,406.90	
51032 · Upstairs Restaurant/Bar	1,050.52	
Total 5103 · Beverage	142,457.42	

Sandtrap Management, Inc.
Profit & Loss
 January through December 2012

Jan - Dec 12

Total 51 · Cost of Goods Sold	383,162.60
52 · Golf Course	
5201 · Payroll	396,167.28
5202 · Employee Benefits	48,495.05
5203 · Gasoline & Lubricants	119,502.33
5204 · Repairs - Course & Bldgs	18,967.23
5205 · Repairs - Equipment	33,493.87
5206 · Repairs - Carts	3,100.27
5207 · Repairs - Irrigation	17,439.24
5208 · Grounds Supplies	2,049.57
5209 · Repairs - Small Tools	3,557.27
5210 · Trash Removal	14,867.28
5211 · Fertilizer	25,029.46
5212 · Chemicals	42,987.66
5213 · Grass/Sand/Soil	46,526.19
5214 · Uniforms	2,482.24
5215 · Telephone 80/06/66/23/ATT	4,115.48
5216 · Testing Services	171.00
5217 · Electric 99/98/23/64/01/36	50,119.19
5218 · Equipment Rental	20,268.59
5219 · Landscaping	1,032.92
5220 · Licenses/Permits/Fees	2,027.20
5221 · Contract Services	619.01
5222 · Water 901/475/846/701	7,936.08
5223 · Safety Supplies	752.80
5224 · Miscellaneous Supplies	5,266.18
5225 · Cart Rental	8,245.30
5226 · Lake Maintenance	1,388.08
5228 · Cart Lease Yamaha	69,260.52
Total 52 · Golf Course	945,867.29
53 · Golf Shop	
5301 · Payroll	44,215.59
5302 · Employee Benefits	4,957.94
5303 · Operating Supplies	133.78
5304 · GHIN Memberships	1,112.50
Total 53 · Golf Shop	50,419.81
54 · Food & Beverage	
5401 · Payroll	230,008.55
5402 · Employee Benefits	28,052.29
5403 · Operating Supplies	17,827.47
5404 · Repairs & Maintenance	3,295.21
5406 · Kitchen Fuel/Restaurant	25,347.48
5407 · Contract Labor/Restaurant	475.75
5408 · Snack Bar/Bar Cart/Supplies	1,527.24
5410 · Uniforms	14.70
5450 · Catering	
54501 · Payroll	60,522.83
54502 · Employee Benefits	9,651.41
54503 · Catering Supplies	8,627.55
54504 · Catering Linens	5,810.88
54505 · Catering Set Up & Flowers	159.00
54506 · Catering Telephone/722-9605	1,732.02
54507 · Catering Adv/Rentals/Misc	1,750.00
Total 5450 · Catering	88,253.69
54 · Food & Beverage - Other	0.00
Total 54 · Food & Beverage	394,802.38
55 · Clubhouse	
5501 · Operating Supplies	6,988.60
5502 · Repairs & Maintenance	30,813.35
5503 · Water	16,205.50
5504 · Electric/59008	27,890.95

Sandtrap Management, Inc.

Profit & Loss

January through December 2012

	Jan - Dec 12
5506 · Contract Services	13,969.59
5507 · Trash Removal	16,417.57
5508 · Pest Control	2,820.36
55 · Clubhouse - Other	0.00
Total 55 · Clubhouse	115,105.92
56 · Administration & General	
5601 · Payroll	202,402.00
5602 · Employee Benefits	24,454.56
5603 · Bank Charges	1,793.37
5604 · Cash Over/Short	-349.78
5605 · Credit Card Commission	37,313.18
5606 · Dues/Subscriptions	10,014.23
5607 · Office Supplies	3,456.99
5608 · Postage	1,117.20
5609 · Telephone	17,942.53
5610 · Travel	416.50
5611 · Meals & Lodging	967.68
5612 · Key Employee Life Ins.	3,305.64
5614 · Equipment Rental	146.58
5615 · General Insurance	117,950.95
5616 · Payroll Preparation	3,513.42
5617 · Seminars	350.00
5621 · Other Admin & Gen Expense	5,167.88
5622 · Licenses/Other Fees	8,100.00
5623 · Accounting Fees	21,425.00
5624 · Employee Drug Screening	525.00
5626 · Late Fees/Finance Chg/Svc Chg	7,508.67
5627 · Legal Fees	4,805.83
Total 56 · Administration & General	472,327.43
57 · Payroll Taxes & Emp Benes	
5701 · Fed Retirement-FICA Medicare	75,890.85
5702 · Fed Unemp-Qtrly Tax Dep	4,472.63
5703 · State Unemp-Qtrly Tax Dep	11,313.74
5704 · Health Insurance	4,158.83
5705 · Workmans Comp	20,145.38
5706 · Medical Expenses	140.00
5707 · Miscellaneous	0.00
5708 · Department Allocation	-116,121.43
Total 57 · Payroll Taxes & Emp Benes	0.00
58 · Advertising	
5801 · Newspaper	8,490.75
5802 · Magazine & Other Publ.	2,722.50
5803 · Media	25.00
5804 · Sales Promotions	3,332.01
5806 · Public Relations	15.00
5807 · Reward Redemptions	23,133.52
58 · Advertising - Other	0.00
Total 58 · Advertising	37,718.78
5 · Total Expenses - Other	0.00
Total 5 · Total Expenses	2,399,404.21
6 · Fixed Charges	
61 · Fixed Charges	
6100 · Real Estate Taxes	54,000.00
6101 · Commercial Property Taxes	8,622.80
6102 · Interest Expense	6,703.20
6103 · Depreciation	14,929.00
6105 · Lease Fee	106,666.67
Total 61 · Fixed Charges	190,921.67
Total 6 · Fixed Charges	190,921.67

Sandtrap Management, Inc.
Profit & Loss
January through December 2012

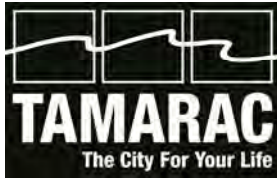
Jan - Dec 12

Total Expense

2,590,325.88

Net Income

-163,144.18



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321

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ADDENDUM NO. 2
REQUEST FOR PROPOSAL
13-25R GOLF COURSE OPERATIONS SERVICES

DATE OF ADDENDUM: SEPTEMBER 23, 2013

TO ALL PROSPECTIVE PROPOSERS:

The following clarifications are hereby made part of the Contract Documents for REQUEST FOR PROPOSAL #13-25R for GOLF COURSE OPERATIONS SERVICES.

1. Question: "Is an inventory of Clubhouse Assets available? (Point of Sale (POS) system, phone system, tables, chairs, kitchen equipment, etc.)?"

Answer: The Inventory list is attached. Items marked leased are no longer on site as they were leased by the previous contractor except for the two (2) Dishwashers that are still on site.

2. Question: "Is an inventory of Clubhouse Assets available? (Point of Sale (POS) system, phone system, tables, chairs, kitchen equipment, etc.)?"

Answer: The Inventory for small equipment is attached. (See number 1). There are no mowers or other golf maintenance equipment owned by the City, other than what may be shown on the attached inventory of small equipment.

3. Question: "Who is currently providing maintenance for the courses? (contract term, costs)?"

*Answer: Professional Turf Maintenance (PTM) is currently maintaining the facility on a short term basis only – maintaining course between operators.
See terms following:*

Mowing Thirty Six (36) holes of Golf Course To the Following Schedule at a cost per week of \$4,986.50 per week.

- | | |
|--------------------------------------|------------------------------|
| • Mowing Greens & Putting Greens: | <i>Four (4) Times Weekly</i> |
| • Mowing Tees, Collars & Approaches: | <i>Two (2) Times Weekly</i> |
| • Mowing Fairways: | <i>Two (2) Times Weekly</i> |
| • Mowing Roughs: | <i>One (1) Time Weekly</i> |

Fertilizer/Weed Killer extra and other incidentals have not yet been determined. Additionally, the firm is performing weed-eating around lakes, etc. for \$1,100 every two weeks.

4. Question: "Is there a golf cart fleet inventory? (owned, leased, term)?"

Answer: There is no golf cart fleet inventory.

5. Question: "Who can sub-contractors contact regarding this proposal.

Answer: A plan holders list dated September 23, 2013 has been published at <http://www.tamarac.org/bids.aspx?bidID=54>.

6. Question: "Is there an opportunity to tour the facility prior to the Deadline for Receipt for Proposals on October 1, 2013?"

Answer: Please contact Mr. John Engwiller, Operations Manager, Public Services Department, Public Works Division at (954) 597-3727, john.engwiller@tamarac.org to schedule a tour of the facility.

7. Question: "Item 2.1 MINIMUM QUALIFICATIONS (d) – is this a requirement at the time of Deadline for Receipt for Proposals?"

Answer: Yes, resource and financial information must be provided along with your proposal response.

8. Question: "Item 2.1 MINIMUM QUALIFICATIONS (i) - Are there plans to construct new greens or re-grow the golf course?"

Answer: We don't have any specific plans to re-grow the course, that the proposer may make any recommendations of this nature if they feel that this is necessary. The purpose of this requirement is to require proposers to provide the City with back-up data to validate their level of experience with golf course grow-in programs, and to establish a minimum acceptable level of experience.

9. Question: "4. Item 2.1 MINIMUM QUALIFICATIONS (f) – is this a requirement prior to starting work or at the time of Deadline for Receipt for Proposals?"

Answer: Proof of having these Foodservice related Licenses must be submitted along with the proposal response.

All other terms, conditions and specifications remain unchanged for RFP 13-25R. Please acknowledge receipt of this Addendum No. 2, by returning it and/or acknowledging it in your proposal.

Sincerely,



Keith K. Glatz, CPPO, FCPM
Purchasing & Contracts Manager

COMPANY: _____ NAME: _____

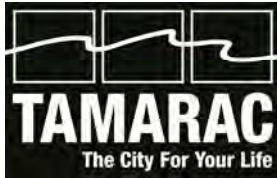
Attachment

ITEM	AMOUNT	CONDITION / AGE
Dinner Plates – Black Ring	200	Good / 20yrs
Dinner Plates – Plain	180	Good / 20yrs
Water Glass	180	Good / 20yrs
B & B Plates	140	Good / 20yrs
Salad Plates	190	Good / 20yrs
Coffee/ Soup Plates	200	Good / 20yrs
Coffee Cup	160	Good / 20yrs
Soup Cup	240	Good / 20yrs
Coffee Pots	18	Good / 20yrs
Thermal Coffee Servers	21	Good / 20yrs
All Stainless Work Tables		
Double Convection Oven	1	Fair / 12yrs
BGSI Gas Grill	1	Fair / 15yrs
Imperial Fryers	3	2 Fair 1 Non-working
Triple Prep Sinks	2	Fair / 25yrs
Vulcan Tilt Skillet	1	Fair / 25yrs
Water Glass	180	Good / 20yrs
Champagne Glass Short	175	Good / 20yrs
Champagne Glass Flute	190	Good / 20yrs
Juice Glass	72	Good / 20yrs
Wine Glass	72	Good / 20yrs
Fork	775	Fair / 20yrs
Coffee Spoon	395	Fair / 20yrs
Soup Spoon	284	Fair / 20yrs
Dinner Knife	300	Fair / 20yrs
Steak Knife	140	Good / 2yrs
Sherbert Glass	140	Good / 20yrs
Water Pitchers	40	Fair / 20yrs
Water Glass	180	Good / 20yrs
Champagne Glass Short	175	Good / 20yrs
Champagne Glass Flute	190	Good / 20yrs
Juice Glass	72	Good / 20yrs
Wine Glass	72	Good / 20yrs
Fork	775	Fair / 20yrs
Coffee Spoon	395	Fair / 20yrs
Soup Spoon	284	Fair / 20yrs
Dinner Knife	300	Fair / 20yrs
Steak Knife	140	Good / 2yrs
Sherbert Glass	140	Good / 20yrs
Water Pitchers	40	Fair / 20yrs
Banquet Table – 6'	2	Fair / 20yrs
Square Table – 4'	13	Fair / 20yrs
½ Arc Table	1	Fair / 20yrs

Table 30 x 53	7	Fair / 20yrs
Table Round 48"	4	Fair / 20yrs
Bar Stools	33	Fair / 20yrs
Fixed Bar	1	Fair / 25yrs
Pink Banquet Chairs	180	Very Poor / 20yrs
Green Banquet Chairs	225	Fair / 15yrs
Restaurant Chairs	92	Fair / 20yrs
High Chairs	5	Good / 5yrs
Desks	7	Poor / 20yrs
Computers	13	Fair / 5yrs
Printers	3	Fair / 5yrs
Faxes	1	Good / 5yrs
Phones	15	LEASED
Fans	18	Fair / 10 & 15yrs
Risers	4	Good / 20yrs
Portable Bars	3	Fair / 20yrs
Silk Plants	20	Fair / 20yrs
Framed Mirrors	13	Good / 5yrs
TV	13	Good / 4yrs
Fountain Equipment	3	LEASED
Cigarette Machine	1	LEASED
Live Plants	18	LEASED
ATM	1	LEASED
Pepsi Cooler	3	LEASED
Dishwashing Machines	2	LEASED
Coffee Machines	2	LEASED
Yamaha Golf Carts	125	LEASED
Coffee Warmers	3	Fair / 16yrs
Microwaves	3	Fair / 5yrs
Hot Dog Machine	1	Fair / 10yrs
Utility Cart	4	Fair / 6yrs
Ice Machines	3	Fair / 8yrs
Rental Golf Club Sets	10	Poor / 5yrs
Portable Industrial Fans	2	Fair / 10yrs
Postage Machine	1	LEASED
Metal Filing Cabinets	9	Fair / 10yrs
Office Chairs	15	Fair / 5yrs
Walk In Cooler	5	Fair to poor / 40yrs
Walk In Freezer	2	Poor / 40yrs
Range	2	Fair / 20yrs
42" NEC TV	1	LEASED

Small Equipment List

Name	Qty
1 gal Spray Tank	3
15 gal Spray Tank	2
APC 1200 UPS	1
APC 1500 UPS	1
Blower	1
Chain Saws	3
DeWalt Generator DG2900	1
Disposable Respirators	12
Drum Holder	1
Epson 1280 Printer	1
ETC Time Clock	1
Fellowes Paper Shredder	1
Gandy Drop Spreader	2
Hand Spiker Tool	1
Hedge Trimmers	3
Kenwood Radio w/Charger	2
Large Measuring Wheel	1
Large Scale	1
Lesco Spreaders	2
Lopers	6
Rain Bird Freedom	1
Rain Bird Interface	1
Rain Bird MiM	1
Small Scale	1
True Temper Jug Slicer	1
Weedeater Edger Head	2
Weedeaters	4



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321

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ADDENDUM NO. 3
REQUEST FOR PROPOSAL
13-25R GOLF COURSE OPERATIONS SERVICES

DATE OF ADDENDUM: SEPTEMBER 30, 2013

TO ALL PROSPECTIVE PROPOSERS:

The following clarifications are hereby made part of the Contract Documents for REQUEST FOR PROPOSAL #13-25R for GOLF COURSE OPERATIONS SERVICES.

As a means of helping you to prepare your final response for tomorrow's RFP, please find attached a Questionnaire/Checklist that we would like you to submit along with your formal submittal. This will not be mandatory, but is **HIGHLY RECOMMENDED**. A fillable PDF version is attached.

All other terms, conditions and specifications remain unchanged for RFP 13-25R. Please acknowledge receipt of this Addendum No. 3, by returning it and/or acknowledging by submitting the questionnaire/checklist along with your proposal.

Sincerely,

Keith K. Glatz, CPPO, FCPM
Purchasing & Contracts Manager

COMPANY: _____ NAME: _____

Attachment

Questionnaire and Checklist -- RFP 13-25R -- Golf Course Operations

Proposer

PROPOSER NAME: _____

1. Do you plan to propose Option 1 -Assume current lease; Option 2 - propose a new lease; or option 3, full service management?

2. Do you wish to propose any alternative operation method? If yes, please explain.

3. Please summarize the financial terms proposed -- i.e. payments you will make to the City, payments the City will make to you, revenue sharing recommendations, etc.

5. Are you proposing to operate all aspects of the operation, including the golf course, the clubhouse, the restaurants and the pro-shop?

6. If you answered no to question 5, do you plan to sub-contract any of these functions, and if so, please state the name of the sub-contractor(s).

7. Have you visited and inspected the property

8. Does your firm have the required minimum 5 years of experience providing golf course professional service operations for an 18-hole golf facility with restaurant and bar operations and golf course maintenance?

9. **Reminder:** Did you provide proof of operations of at least 5 active courses and reference information?

10. How many staff do you propose to devote the following: 1. Golf course operations & maintenance, 2. Restaurant & bar operations, 3. Pro Shop operations, and 4. Administration.

11. **Reminder:** Did you provide a detailed Business Plan regarding the types of golf course development programs you recommend for Colony West?

Questionnaire and Checklist -- RFP 13-25R -- Golf Course Operations

12. **Reminder:** Did you provide your financial statements to validate that your firm has sufficient resources and capabilities to manage and operate this course on a sustained basis?

13. **Reminder:** Did you provide written evidence (copies of current licenses, etc., that show that your firm or a principal in the firm will be licensed for Food and Beverage operations as required by INFORMATION & SCOPE OF WORK Section 2.1 f of the proposal?

14. **Reminder:** Did you provide written evidence or references that your firm has golf course grow-in experience at minimum of one 18-hole golf course, or a minimum of 2 large golf course renovation projects that included at a minimum the renovation of 18 greens at a regulation golf course within the past five years?

15. **Reminder:** Did you provide written evidence (licenses, certifications) that shown that your firm or a principal is licensed to contract the scope of work with the following: Ornamental Pest Control License and Landscape Architect's License

PREFERENCES FOR LEASE OR MANAGEMENT

16. 5 Years of Golf Course Management experience that includes all aspects of a golf course including maintenance, foodservice, bar service and pro-shop operations.

17. How many years have you provided this type of service?

18. **Reminder:** Did you provide 5 references that can describe your previous performance?

19. **Reminder:** Did you provide a listing & description of golf courses operated by your firm as required in INFORMATION & SCOPE OF WORK Section 2.4 d?

Questionnaire and Checklist -- RFP 13-25R -- Golf Course Operations

20. **Reminder:** Did you include a legal history of your firm including all information requested in INFORMATION & SCOPE OF WORK Section 2.4e?

21. **Reminder:** Did you include a complete list of any current subcontractors or lessees or list your intent to subcontract, if known?

INSURANCE: Provide proof of coverage as follows:

22. Commercial General Liability \$1M occ. \$2M agg.

23. Directors & Officers Errors & Omissions: \$1M Occ. and \$2M Agg.

24. Auto Liability: \$1M Occ., \$2M Agg.

25. Workers Comp: Statutory

26. Liquor Liability: \$1M Occ., \$2M Agg.

27. Storage Tank Liability (if required): \$1M occ. & agg.

Pollution Liability: \$1M occ., \$2M agg.

28. Flood Insurance: Replacement Cost Bldg Value

29. Contractor's Equipment: Replacement Cost

30. Property Insurance: Replacement Cost Bldg. Value

31. Boiler & Machinery: Replacement Cost Value

32. Contents: Replacement Cost Value

33. Employer's Liability: \$500,000 Bodily Injury by Accident, Bodily Injury by Disease, Bodily Injury by Disease Limit

34. City will be named as Additional Insured & Certificate Holder

CAPITAL IMPROVEMENT PLAN & CAPITAL CONTRIBUTIONS

35. Reminder: Did you include your proposed capital improvement plan?

36. What are your proposed capital contributions?

Questionnaire and Checklist -- RFP 13-25R -- Golf Course Operations

BID INSTRUCTIONS/CERTIFICATIONS -- Did you remember to include the following?

37. **Reminder:** Did you acknowledge all required Addendums?

38. **Reminder:** Did you provide 1 original, 4 copies and 1 electronic version of your proposal?

39. **Reminder:** Did you sign & include the PROPOSER CERTIFICATION form?

40. **Reminder:** Did you sign and have a notary attest to the NON-CONCLUSIVE AFFIDAVIT & the ACKNOWLEDGEMENT form?

41. **Reminder:** Did you sign the VENDOR DRUG-FREE WORKPLACE form?

TR12412 – Exhibit 2



**BILLY CASPER
G O L F**



**Response to
City of Tamarac
for
Full Service Management
of
Colony West Country Club**

September 2013

Billy Casper Golf
8300 Boone Boulevard, Suite 350
Vienna, Virginia 22182
Telephone: 703.761.1444
Fax: 703.893.3504
www.billycaspergolf.com

Please contact: W. Douglas White, dwhite@billycaspergolf.com
(703) 761-1444 ext. 1119



BILLY CASPER G O L F

September 27, 2013

City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Tamarac, Florida 33321
Attention: Keith Glatz, CPPO, FCPM, Purchasing & Contracts Manager

RE: Request for Proposal NO. 13-25R

Thank you for the opportunity to submit the enclosed information in response to the above-referenced Request for Proposals. Billy Casper Golf, LLC ("BCG") possesses the necessary experience, skills, and financial resources to operate the Colony West Country Club ("CWCC") successfully. Our management experience, marketing capabilities, and demonstrated success in competitive golf markets, combined with our current relationships servicing more than 70 existing municipal golf course clients, uniquely qualifies BCG to provide management and operations services for the City of Tamarac ("City").

All golf courses need a 'strategic plan' that addresses their infrastructure, amenities and tactics for increasing rounds, revenue and cash flow. Such a plan is best done by a firm with a proven record of operating similar facilities in comparable urban and semi-urban markets. This is not an academic exercise – this is an economic reality. While all geographic markets are unique, all golf courses share identical cross-sectional characteristics. Our ability to analyze a market and understand the relative strengths and weaknesses of any course within that market, and the elements of the operating and marketing plan to execute, is without question, un-equalled in the golf industry today.

We look forward to the opportunity to meet with you to discuss our proposal in greater length.

Should you have further questions, please feel free to contact Douglas White, VP of Business Development at dwhite@billcaspergolf.com or 703-761-1444.

Sincerely,



Peter M. Hill
Chairman & CEO

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EXECUTIVE SUMMARY

The City of Tamarac ("City") acquired Colony West Country Club ("CWCC") in the summer of 2011 and signed a Lease Agreement with the former owner, Edward Rack Corporation which operated CWCC until August 2013 under Sand Trap Golf Management ("SMI"). In August of 2013, the City and SMI failed to reach a revised Lease Agreement and the City foreclosed on CWCC, as SMI could not support the financial obligations of the lease. The City now seeks to replace SMI with another tenant to ensure the course remains viable and returns capital to the City for its investment of \$3.0 to \$3.5 Million.

In order to accomplish this objective, CWCC needs capitalization and the attention and direction of a National Management firm with the ability to perform in very different markets with unique economic environments and pressures.

Billy Casper Golf ("BCG") currently works with nearly 70+ cities, park districts, counties and other governmental agencies in the operations and management of its golf facilities. It should be noted, BCG currently leases nearly fifty percent of its 70+ municipal courses it manages and operates. BCG fully understands when a lease makes economic sense and structures its leases to the benefit of both the municipality and BCG.

The City is currently entertaining three options

1. Assumption of the Lease Agreement by and between the City and SMI ("SMI Lease") executed and recorded on December 20, 2011.
2. Sign a new Lease, effective November 2013
3. Enter into a Third Party Management Agreement, effective November 2013

Assumption of the Lease Agreement

This option will most likely be problematic for many, as the term is less than 14 months, albeit there is a renewal clause for an additional 5 years. The termination provision without cause upon seven days written notice is of more concern, given the capital needed and the fact that the Lease is subject to a non-cause termination provision. In the event, the without cause provision is removed, given the capitalization needed, the SMI lease does not provide BCG with sufficient time to recover the capital investment needed to re-open the course as requested by the City. In addition, the revenue share provisions of the Agreement are outdated and are not representative of a true **Private Public Partnership**. The minimum revenue reported for 2012 operations was less than \$2.5M and the initial threshold is \$3.0M.

A Proposed New Lease Agreement

There are many concerns that are perhaps not at the forefront of the City and taxpayers as it relates to leasing CWCC. Topping the list is the amount of deferred maintenance, of approximately \$500,000 for building and infrastructure repairs alone, and the need for new carts and equipment that totals an additional \$1.2M. The clubhouse building and irrigation system is more than 30 years old and will be in need of on-going capital improvements, the cost of which will not be available via profitability from operations. As noted in the projections provided and supported by the National Golf Foundation report ("NGF" "NGF Report"), there simply is not adequate profitability from operations and the City will surely be asked to participate in any potential new lease or tenant.

The \$1.5M- \$1.7M in immediate capital needs, all but eliminates CWCC's ability to produce profits year over year and return any capital to the Operator. Other firms may propose unrealistic revenue projections as a means to offset these costs, however, the City knows firsthand if the **lofty projections** are not met, the City will be in the same position it is as of August 2013, funding on-going operations and seeking new alternatives, all at the cost of taxpayers. Any firm that represents they can increase revenues 20%+ over prior year, must demonstrate such increases in comparable markets.

The NGF and the industry leading demographic analyzer firm Pellucid Corp. both substantiate the premise that CWCC can only expect moderate growth potential over the prior year results and very comparable to the projections provided by BCG.

Pellucid Corporation identified more than 20+ golf courses all competing for daily fee rounds in the 20-30 minute drive time of CWCC.

	10 Minutes:	20 Minutes:	30 Minutes:
# of Facilities by Type			
Total Number of Facilities	3	18	42
Private	0	6	20
Public-Premium	0	1	4
Public-Value	2	8	11
Public-Price	1	2	5
Learning & Practice	0	1	2

Facility Name	City	Pellucid Type	Weekend GF	Total Facility Holes	Dist.*	Dir.*
Colony West Country Club	Tamarac	Public Value	70	36	0.09	S
Woodmont Country Club, Inc.	Tamarac	Public Value	65	36	1.23	NE
Springtree Golf Club	Sunrise	Public Price	21	18	2.26	S
Inverrary Country Club	Lauderhill	Public Value	69	36	3.08	SE
Oriole Golf & Tennis Club	Margate	Public Value	49	18	3.29	NE
Sunrise Country Club	Sunrise	Public Value	45	18	3.67	SE
The Carolina Club	Margate	Public Value	79	18	4.82	NE
Jacaranda Golf Club	Plantation	Public Premium	124	36	5.95	S
Plantation Preserve Golf Course	Plantation	Public Value	89	18	6.14	S
Oak Tree Golf Club	Fort Lauderdale	Public Price	35	18	6.23	E
Palm-Aire Country Club & Resort	Pompano Beach	Public Value	99	90	6.89	E
Heron Bay Golf Club	Coral Springs	Public Premium	120	18	7.02	N
Arrowhead Golf Club	Davie	Public Price	40	18	8.04	S
Bonaventure Country Club	Fort Lauderdale	Public Premium	119	36	8.67	SW
Crystal Lake Country Club	Pompano Beach	Public Value	69	18	9.31	NE
Cooper Colony Country Club	Cooper City	Public Price	20	18	10.16	S
Pompano Beach Golf Course	Pompano Beach	Public Value	49	36	10.27	E
Hillsboro Pines Golf	Deerfield Beach	Public Price	32	18	10.98	NE
Deer Creek Golf Club	Deerfield Beach	Public Premium	140	18	11.11	NE
Boca Raton Municipal Golf Course	Boca Raton	Public Value	63	27	12.79	NE

Source: Pellucid Corporation

The NGF states “Given the reality of the local market environment, the condition and location of the facilities, and the present downward pressure on golf revenues, NGF does not expect that the \$3 Million target in revenue is realistic in the 2014-2016 timeframe”, further demonstrating BCG’s position of moderate, yet consistent growth to meet operating expenses. Any proposed lease that notes revenue above \$3M in the first three years will have a difficult time substantiating such, given the expertise of the NGF and Pellucid Corp.

As previously noted, the City’s interest in finding a tenant represents a significant challenge. With the upfront capitalization, uncertainty in the irrigation system, age and condition of the building, along with significant decline in revenues, CWCC will need to generate an increase in revenues of 25%-35% for a private operator to realize any return of capital, **not at all realistic**. (See below projections)

The City must be comfortable that a potential lease has realistic expectations, otherwise they will **once again** be faced with the tenant asking for relief or trying to renegotiate in the first few years, most likely not a position that City readily wants to return to in the short term.

REVENUES		Growth in Greens/Cart Fees	2012	5%	10%	15%	20%	25%	30%	35%						
Greens Fees	\$	1,436,136	\$	1,507,943	\$	1,579,750	\$	1,651,556	\$	1,723,363	\$	1,795,170	\$	1,866,977	\$	1,938,784
Cart Fees	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Driving Range	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Activity or Pass Card Sales	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Pro Shop Sales	\$	54,612	\$	76,799	\$	77,567	\$	78,343	\$	79,126	\$	79,917	\$	80,717	\$	81,524
Food (Food & Soft Drinks)	\$	444,165	\$	529,196	\$	534,488	\$	539,833	\$	545,231	\$	550,683	\$	556,190	\$	561,752
Beverages (Alcohol)	\$	418,371	\$	368,797	\$	362,385	\$	366,009	\$	369,669	\$	373,366	\$	377,099	\$	380,870
Other Food & Beverage Revenue	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Other Golf Revenues	\$	21,270	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Miscellaneous Income	\$	52,615	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TOTAL REVENUE	\$	2,427,169	\$	2,472,735	\$	2,554,190	\$	2,635,741	\$	2,717,389	\$	2,799,136	\$	2,880,983	\$	2,962,930
TOTAL COST OF SALES	\$	383,161	\$	310,941	\$	314,051	\$	317,191	\$	320,363	\$	323,567	\$	326,802	\$	330,070
GROSS INCOME	\$	2,044,008	\$	2,161,794	\$	2,240,139	\$	2,318,550	\$	2,397,026	\$	2,475,570	\$	2,554,181	\$	2,632,859
TOTAL LABOR	\$	1,064,833	\$	1,120,028	\$	1,131,228	\$	1,142,541	\$	1,153,966	\$	1,165,506	\$	1,177,161	\$	1,188,932
OTHER OPERATIONAL EXPENSES																
Golf Operations Expense	\$	2,248	\$	12,000	\$	12,120	\$	12,241	\$	12,364	\$	12,487	\$	12,612	\$	12,738
G & A Expense (including management fee of \$120,000 annually)	\$	242,626	\$	321,467	\$	324,682	\$	327,929	\$	331,208	\$	334,520	\$	337,865	\$	341,244
Golf Course Maintenance Expense	\$	411,678	\$	323,835	\$	327,073	\$	330,344	\$	333,648	\$	336,984	\$	340,354	\$	343,757
Food and Beverage Expense	\$	57,906	\$	54,450	\$	54,995	\$	55,544	\$	56,100	\$	56,661	\$	57,227	\$	57,800
Sales and Marketing Expense	\$	37,718	\$	44,400	\$	44,844	\$	45,292	\$	45,745	\$	46,203	\$	46,665	\$	47,131
Golf Cart Lease	\$	69,260	\$	93,000	\$	93,000	\$	93,000	\$	93,000	\$	93,000	\$	93,000	\$	93,000
New Equipment Lease- used Equipment	\$	20,268	\$	136,800	\$	136,800	\$	136,800	\$	136,800	\$	136,800	\$	136,800	\$	136,800
Taxes - Real Estate & Personal	\$	78,202	\$	56,000	\$	56,000	\$	56,000	\$	56,000	\$	56,000	\$	56,000	\$	56,000
Insurance - P and C	\$	117,950	\$	120,000	\$	121,200	\$	122,412	\$	123,636	\$	124,872	\$	126,121	\$	127,382
TOTAL OTHER OPERATIONAL EXPENSES	\$	1,037,856	\$	1,161,952	\$	1,170,714	\$	1,179,563	\$	1,188,500	\$	1,197,527	\$	1,206,645	\$	1,215,853
TOTAL EXPENSES	\$	2,102,689	\$	2,281,980	\$	2,301,942	\$	2,322,103	\$	2,342,466	\$	2,363,033	\$	2,383,805	\$	2,404,786
EBITDAR	\$	(58,681)	\$	(120,187)	\$	(61,803)	\$	(3,554)	\$	54,560	\$	112,537	\$	170,375	\$	228,074
RENT PAYMENTS																
- Rent - Base Fee Payments - Golf -	\$	106,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000
TOTAL RENT PAYMENTS	\$	106,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000
EBITDA	\$	(164,681)	\$	(220,187)	\$	(161,803)	\$	(103,554)	\$	(45,440)	\$	12,537	\$	70,375	\$	128,074

BCG PROPOSES A THIRD PARTY MANAGEMENT WITH A STOP GAP PROVISION

BCG feels strongly that the best option for the City is a hybrid of a third party management agreement structure, i.e. a fee for service arrangement. Annual revenues in 2012 of \$2.4M are down nearly fifty percent from revenues of \$3.0M- \$3.5M in 2010-2011 as reported by NGF from reported.

The City is unnecessarily buying high and selling low. This is unnecessary, under a **properly structured management agreement with mechanisms available to minimize the City's downside** while maximizing the potential return for the City.

BCG's recommendation is reinforced by the following key points:

- The City has already invested several million dollars into ensuring the quality and standards the residents expect
- The City cannot afford to give up control of pricing and product presentation for residents. The City and the residents are better off with a firm, with aligned interests that will create incentive for the operator to spend less while providing a high quality product and experience
- The cost of recouping the asset in the event the lease is not successful is far more significant than the risk associated with a third party management structure, as evidenced with the recent foreclosure with SMI
- The City will endure an agonizing perception issue, as residents will quickly point out, the **goals are not aligned** and **changes in fees or services are only benefiting the operator.**

Since 2010 revenues at CWCC have been reduced \$600,000+ and in 2012 revenues were at all-time low and expenses were in excess of revenues resulting in a loss of (\$160,000), thus the concept of outsourcing to full service management **presents a more prudent structure that will reduce and eliminate the need for any fund subsidy or the likelihood of having to renegotiate or foreclose on a potential tenant.**

There is opportunity to gain more market share, but it will only be accomplished by an Operator with a shared risk position, that has the experience in municipal operations and one that has a proven track record of increasing rounds and revenues in similar markets.

As stated throughout this Executive Summary, BCG fully understands the challenges facing the City and has the resources, expertise and track record to assist the City in improving the financial performance of CWCC under a shared-risk Agreement. BCG's proposed Management Agreement provides for BCG to return any shortfalls below \$150,000 in the first three calendar years (2014-2016) effectively, a stop-gap, within the first three-years. This provides the City with a short term and long term solution to evaluate the feasibility without risking the proposition of having to foreclose and endure additional expenses as a result. Thus by year Three, the City is essentially guaranteed \$150,000 in profits from the operations of CWCC. In retrospect, CWCC needs one year to reach any form of profitability, and the income to the City over the next two years is very comparable to the current lease.

The structure of BCG's proposed Management Agreement provides the City with professional management and oversight without having to give up control or sacrifice the return. The City at the end of Year Five could entertain a lease agreement with the certainty of operations and a much more favorable profit share program. If selected BCG would provide the City a proposed lease structure and the revenue thresholds to effectuate such a lease.

Structure: Third Party Management Agreement with **Stop Gap** provision.

Term: 5 Years

Fee: \$100,000 per year

Stop Gap Provision: In the event Revenues do not exceed Expenses in an amount greater than \$150,000 in the aggregate after year Three, BCG shall credit such amount the remaining twenty-four months of the Management Agreement or the City may terminate the Management Agreement after such determination is made in accordance with the terms of the Management Agreement, giving BCG 90-days written notice.

Pre-Opening: BCG will work with the City to determine the costs needed to reopen both the Championship & Glades Golf Course as well as the clubhouse prior to the 2013-2014 season.

BCG'S RATIONALE FOR NOT OFFERING A LEASE PROPOSAL

There are Four primary reasons BCG has not proposed an operating lease for CWCC:

1. The **amount of Capital needed** in the first Five Years is too significant; estimated at \$1.5M+

Maintenance Equipment	\$600,000
Golf Cart Fleet	\$450,000
Clubhouse Interiors	\$150,000
Parking Lot/Signage	\$100,000
Operating Capital	\$150,000
Irrigation System	Unknown

- Although the maintenance equipment and carts are on a lease, the total capitalization is a five year commitment. This however, should not be a major concern to the City as these can be acquired and the City can retain title to the carts and equipment at municipal pricing.
2. The **status of the asset:** irrigation system and clubhouse, HVAC, carpeting, etc. cannot be adequately evaluated and such costs could exceed the \$1.5M in the first five years.
 3. The **timing of the proposed lease** does not allow for any time for ramp-up of marketing.
 - November 1st is the start of the shoulder season and as such the time to market and effectively increase outings and daily fee play is June - October, which has already passed. Thus the increases in 2014 are projected moderately due to the commencement date of November 1, 2013. BCG projects an increase of four-percent, given the timing of the start-up.

4. A lease will not provide an acceptable ROI based on capital needs assessed

- BCG has vast experience in structuring public private partnerships ("Lease") and has analyzed a potential lease for CWCC. Given the uncertainty of the significant items and the capitalization required, the proposition of a lease is not advantageous to BCG or the City;

Total Capitalization (5 Years)	\$1,500,200
Return on Investment (5 Years)	-9%

BCG believes the projections supporting the ROI assumptions to be achievable and represent the following growth projections:

Revenue Growth over 2012:	Year 1	4%
	Year 2	12%
	Year 3	17%
	Year 4	21%
	Year 5	25%

Net Operating (Cash Flow):	Year 1	----
	Year 2	\$90,000
	Year 3	\$160,000
	Year 4	\$200,000
	Year 5	\$230,000

Recovery of Capital:

The projections below include BCG's Management fee of \$100,000 per year, and excludes a lease payment, as the City retains all profits. Thus the City's projected cumulative income is projected at \$400,000 for the first five years to contribute towards capital needs.

YEAR	TOTAL ROUNDS OF GOLF	n/a	57,000	60,420	62,837	64,094	65,375
		2012	1	2	3	4	5
			2014	2015	2016	2017	2018
REVENUES							
Greens Fees	\$	1,436,136	\$ 1,052,850	\$ 1,127,181	\$ 1,183,991	\$ 1,219,748	\$ 1,256,584
Cart Fees	\$	-	\$ 534,180	\$ 571,893	\$ 600,717	\$ 618,858	\$ 637,548
Pro Shop Sales	\$	54,612	\$ 57,000	\$ 61,024	\$ 64,100	\$ 66,036	\$ 68,030
Food (Food & Soft Drinks)	\$	444,165	\$ 524,400	\$ 561,423	\$ 589,719	\$ 607,528	\$ 625,875
Beverages (Alcohol)	\$	418,371	\$ 364,000	\$ 389,698	\$ 409,339	\$ 421,701	\$ 434,437
Other Food & Beverage Revenue	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
Other Golf Revenues	\$	21,270	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Income	\$	52,615	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$	2,427,169	\$ 2,532,430	\$ 2,711,220	\$ 2,847,866	\$ 2,933,871	\$ 3,022,474
Growth over 2012			4%	12%	17%	21%	25%
COST OF SALES							
COGS - Pro Shop Merch	\$	34,128	\$ 38,760	\$ 41,496	\$ 43,588	\$ 44,904	\$ 46,260
COGS - Food (food and soft drinks)	\$	206,576	\$ 161,208	\$ 172,589	\$ 181,288	\$ 186,763	\$ 192,403
COGS - Beverage (alcohol)	\$	142,457	\$ 97,312	\$ 104,182	\$ 109,433	\$ 112,738	\$ 116,143
TOTAL COST OF SALES	\$	383,161	\$ 297,280	\$ 318,268	\$ 334,309	\$ 344,405	\$ 354,806
GROSS INCOME	\$	2,044,008	\$ 2,235,150	\$ 2,392,952	\$ 2,513,557	\$ 2,589,466	\$ 2,667,668
LABOR							
Golf Operations Labor	\$	44,215	\$ 126,040	\$ 128,561	\$ 131,132	\$ 133,755	\$ 136,430
General and Administrative Labor	\$	202,402	\$ 135,800	\$ 138,516	\$ 141,286	\$ 144,112	\$ 146,994
Golf Course Maintenance Labor	\$	396,167	\$ 384,757	\$ 392,452	\$ 400,301	\$ 408,307	\$ 416,473
Food and Beverage Labor	\$	290,530	\$ 323,968	\$ 330,447	\$ 337,056	\$ 343,797	\$ 350,673
Pool/Fitness & Tennis Labor	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
Sales and Marketing Labor	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
Total Direct Labor	\$	933,314	\$ 970,564	\$ 989,975	\$ 1,009,775	\$ 1,029,970	\$ 1,050,570
Total Payroll Taxes	\$	67,024	\$ 98,998	\$ 100,977	\$ 102,997	\$ 105,057	\$ 107,158
Total Medical/Health Benefits	\$	48,495	\$ 51,888	\$ 52,926	\$ 53,984	\$ 55,064	\$ 56,165
Insurance - Workers Comp	\$	16,000	\$ 22,323	\$ 22,769	\$ 23,225	\$ 23,689	\$ 24,163
TOTAL LABOR	\$	1,064,833	\$ 1,143,773	\$ 1,166,648	\$ 1,189,981	\$ 1,213,781	\$ 1,238,056
Labor as % of Revenue		44%	45%	43%	42%	41%	41%
OTHER OPERATIONAL EXPENSES							
Golf Operations Expense	\$	2,248	\$ 12,000	\$ 12,240	\$ 12,485	\$ 12,734	\$ 12,989
General & Administrative Expense (includes BCG Mgmt. Fee)	\$	242,626	\$ 302,082	\$ 308,124	\$ 314,286	\$ 320,572	\$ 326,984
Golf Course Maintenance Expense	\$	411,678	\$ 358,835	\$ 366,012	\$ 373,332	\$ 380,799	\$ 388,415
Food and Beverage Expense	\$	57,906	\$ 54,450	\$ 55,539	\$ 56,650	\$ 57,783	\$ 58,938
Pool / Fitness & Tennis Expense	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
Sales and Marketing Expense	\$	37,718	\$ 44,400	\$ 45,288	\$ 46,194	\$ 47,118	\$ 48,060
Golf Cart Lease	\$	69,260	\$ 93,000	\$ 93,000	\$ 93,000	\$ 93,000	\$ 93,000
New Equipment Leases	\$	20,268	\$ 136,800	\$ 139,536	\$ 139,536	\$ 139,536	\$ 139,536
Taxes - Real Estate	\$	62,622	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance - P and C	\$	117,950	\$ 120,000	\$ 122,400	\$ 124,848	\$ 127,345	\$ 129,892
TOTAL OTHER OPERATIONAL EXPENSES	\$	1,022,276	\$ 1,121,567	\$ 1,142,139	\$ 1,160,331	\$ 1,178,887	\$ 1,197,814
TOTAL EXPENSES	\$	2,087,109	\$ 2,265,340	\$ 2,308,787	\$ 2,350,312	\$ 2,392,667	\$ 2,435,870
EBITDAR	\$	(43,101)	\$ (30,190)	\$ 84,165	\$ 163,245	\$ 196,799	\$ 231,798

Return on Investment (“ROI”) Analysis:

The Five-Year projections provided on the preceding page further demonstrate the challenge with a lease proposition.

Projected ROI over 5 years: -9%

Return on Investment - Colony West Country Club					
Course					
Up front Capital			\$0		
Working Capital			\$200,000		
Acquisition Fee (1%)	0%		\$0		
Closing Costs (1%)	0%		\$0		
Total			\$350,000		
Funding					
Primary Debt	85.0%		\$0		
Mezzanine Debt	0.0%		\$0		
Equity	15.0%		\$350,000		
Total			\$350,000		
Year		1	2	3	4
Cash Flows		2012	2013	2014	2015
EBITDAR		(\$30,190)	\$84,165	\$163,245	\$196,799
- Rent - Base Fee Payments - Golf - F&B		\$0	\$0	\$0	\$0
- Rent - Revenue Share Payments Golf - Carts and Green Fees		\$0	\$0	\$0	\$0
- Rent - Revenue Share Payments - Range, F & B and other		\$0	\$0	\$0	\$0
- Capital Investment in Start Up - (Feeds from Capital Tab)		\$0	\$0	\$0	\$0
- Capital Reserve on Gross Income	0.00%	\$0	\$0	\$0	\$0
- Proceeds from Sale		\$0	\$0	\$0	\$0
Total		(\$350,000)	\$84,165	\$163,245	\$196,799
Unlevered Cash Annual Return	33.4%	-8.6%	24.0%	46.6%	56.2%
NPV	12%	\$641,797			
Levered Cash Flow		(\$350,000)	\$84,165	\$163,245	\$196,799
IRR	16.9%	-8.6%	24.0%	46.6%	56.2%
Levered Cash Flow Annual Return		-8.6%	24.0%	46.6%	56.2%

Combined with the fact that rounds and rates have consistently decreased over the past several years **any lease predominately dependent upon significant growth in revenues has a tremendous amount of risk for the City** and as such interests of the City and Operator are not aligned, if the operator is not successful in growing rounds.

The only two options for the Operator if revenue increases are not realized are

1. Increase rates per round - contradictory to the City's interests
2. Reduce costs and operating standards - again, contradictory to the City's residents

The City is in a significant risk position if the operator cannot achieve revenue and profitability objectives.

WHY BCG

BCG is the largest full service operator of municipally owned facilities in the country and has extensive experience and insight in many different types of agreements. BCG has been successful in structuring “win-win” agreements with many municipalities under various management structures. BCG would encourage the City to contact the Chicago Park District, where BCG replaced another national operator that is potentially bidding this opportunity. The clear alignment of revenue goals of the City and the golf contractor/operator will dramatically improve bottom-line performance and provide much needed funds to ensure profitability at CWCC. To this end, the City’s best interest is paramount in BCG’s business philosophy and operations and can be seen firsthand in the results municipalities throughout the state are enjoying under the direction and management of BCG. The City needs to retain the most experienced and proven operator that has demonstrated the ability many times over to increase revenues and manage expenses, not the operator that offers a potential revenue stream from unrealistic revenue and profit projections. BCG is that firm.

Our strategic plan and marketing capabilities are structured unlike any you will receive from other bidders. Our references will reinforce and expand upon BCG’s ability to provide immediate financial improvement and proven results as compared to other national operators (case in point- Chicago Park District, Chicago, Illinois). The **execution of innovative marketing and effective operating strategies** will increase rounds and revenues at CWCC. Considering today’s competitive marketplace, CWCC requires an operator with the proven ability to a) attract new players, and b) retain the existing player base. The acquisition and retention of players and guests is accomplished through aggressive marketing plans, excellent course conditions, well trained staff consistently providing superior levels of guest service, clear communication and accountability.

BCG is widely respected as one of the best and an industry-leader in these operational areas. BCG’s corporate initiatives include **ACE the GUEST Experience™**, **our proprietary employee training program**, independent **mystery shopping**, guest surveys, risk assessments, and direct regional oversight of each property. The direct oversight by our professional team will ensure that **each department is efficient in managing expenses, integrity and market position is uncompromised, and profitability is maximized.**

Comparable Experience – BCG has successfully operated municipal facilities in the state of Florida similar to CWCC. Our track record is supportive of our firm’s reputation as one of the best operators of municipal golf facilities, consistently improving the physical elements, service levels, and financial performance of our golf courses, regardless of their market position.

BCG’s action plan to improve presentation, performance, and financial results for CWCC are rather extensive, but can best be summarized as follows.

FOCAL POINTS AT CWCC

Marketing

Our pro-active approach to marketing municipal facilities has positioned BCG as the industry leader. By collecting and tracking each golfer's individual playing history, BCG is able to **successfully retain and increase rounds and revenue** through communication tailored to each guest based on his/her playing habits and interests. Specific marketing tactics to include retention and acquisition programs are outlined in the Draft Marketing Plan. BCG will be squarely focused on retaining the existing guest base and acquiring new golfers from the competition as well as growing within the South Florida and Fort Lauderdale market.

Our Advanced Technology: BCG recommends installation of EZLinks at CWCC. BCG is at the forefront of the Golf Industry with respect to the implementation of "state of the art" technology. The firm has established a strategic business partnership with EZLinks to develop a customized point of sale system and electronic tee sheet as well as a 24/7 tee time reservation system. These systems provide easy access and convenience for the guest, as well as being a source of data collection for management. Our approach is simple, to acquire, retain and reward loyalty.

- **Acquisition:** Initially, a strong message about the change in management will be critical in driving rounds and retaining existing rounds for CWCC. Further, BCG will develop and implement a targeted advertising campaign and aggressive marketing plan to attract the attention and interests of the local community and to penetrate the immediate market with value oriented messaging during non-peak times to the City residents.
- **Retention:** BCG will utilize proven database management systems to track guest reservations, playing, and spending history; develop programs and offers that best meet the expressed needs of those guests; and utilize direct marketing techniques to communicate individually with them.
- **Loyalty:** BCG will attain loyal guests through the delivery of a golf or dining experience (Sand Trap Restaurant) that is fun, enjoyable, and fulfills their expressed needs. The marketing focus is on the growth of the "Guest Share of Wallet", programs specifically designed to increase the number of rounds played and the amount of spend during each guest visit.

Providing that "Best in Market" Guest Experience

Consistent with the goals as set forth by the City in this RFP, BCG will implement a guest centric staff focused on meeting and exceeding the guests' expectations during their 'journey' at the facility. BCG has successfully transformed apathetic, non-enthusiastic staff into motivated service providers through a professional guest service training program referred to as ACE the GUEST Experience™. BCG has invested hundreds of thousands of dollars to develop this proprietary training program which is implemented at all of our managed facilities. This training program is utilized in training all staff members in the importance of guest service by teaching them to be warm and welcoming and to anticipate the needs of each guest.

Culture

A culture shift will be the final piece in consistently increasing the profitability of CWCC. The following cultures will be instilled in order to successfully compete in the local golf market: guest oriented staff, pro-active marketing, revenue generating managers, and a sense of ownership by all. This new mindset will immediately benefit CWCC. With strong oversight and management from BCG and the City's involvement, we will achieve mutually beneficial results in a short period of time.

Attention to Detail

BCG is very sensitive and committed to maintaining our facilities at the highest level of quality and service. BCG is confident it can deliver and exceed the standards and expectations of the City and residents, while providing more efficiency. These are the same standards we expect everyday of our managed and owned facilities. BCG consistently improves the physical elements, service levels, and financial performance of our golf courses regardless of their market position by focusing on the “details.”

The direct oversight by our local professional team ensures that each department’s **expenses are “right-sized”, course presentation is optimized, integrity and market position is uncompromised, and profitability is maximized.** Additional operations, marketing and accounting support are provided through the BCG Corporate Office, located in Vienna, Virginia.

I. MINIMUM QUALIFICATIONS

BIDDER INFORMATION

Name of Party:	Billy Casper Golf, LLC
Address:	8300 Boone Boulevard, Suite 350 Vienna, Virginia 22182
Telephone:	703.761.1444
Fax:	703.893.3504
Federal Tax ID:	86-1092316
Date of incorporation:	December 2003
State of incorporation:	Virginia
Officers:	Peter M. Hill, Chairman, CEO, & Treasurer Robert C. Morris, Vice Chairman, & Secretary
Shareholders:	Peter M. Hill, Herndon, VA – 50% Robert C. Morris, Great Falls, VA – 50%

Billy Casper Golf is a Limited Liability Corporation (LLC) with Date Articles of Organization for the Corporation filed in the Commonwealth of Virginia in December 2003. Prior to the formation of Billy Casper Golf, LLC ("BCG, LLC"), Billy Casper Golf Management, Inc. ("BCG, Inc.") was formed in 1989 and has been continuously doing business and performing golf management services since that time. BCG, LLC was formed for the purpose of performing the same golf management services as BCG, Inc., but limited to golf management engagements entered into after December 31, 2003. The formation and operation of BCG, LLC is in response to corporate tax-planning initiatives only; this arrangement in no way limits the obligation or requirements of BCG, Inc. or BCG, LLC under any third-party agreement for golf management services.

LITIGATION

BCG has not requested any contract amendments regarding any of our current clients nor has BCG requested any modifications for extra payments or increase in compensation during the course of its agreements to provide services at a golf course.

BCG offers the following information in regards to litigation that has been concluded or dismissed.

- King v. Billy Casper Golf
Personal Injury claim brought against BCG. Plaintiff claiming damages from slip & fall on wet pavement.
Filed 10/2/2009 – Concluded 2012
- Fitzgerald v. Billy Casper Golf
Personal Injury claim brought against BCG. Plaintiff claiming damages from fall.
Filed 6/29/2010 - Concluded 2012
- Kraemer v. Billy Casper Golf
Personal Injury claim brought against BCG. Plaintiff alleges she was injured when struck by a golf ball hit by a third party.
Filed 11/22/2010 - Dismissed
- Dumorney v. Billy Casper Golf
Personal Injury claim brought against BCG. Plaintiff tripped on public sidewalk adjacent to property and is claiming damages from fall.
Filed 7/2011 – Concluded 2012

Due to confidentiality requirements, worker's compensation claims and EEOC claims cannot be disclosed.

2. OPERATIONS & BUSINESS PLAN

SECTION A

PROPOSED SERVICES

BCG is among the nations most experienced and capable golf course management firms in the operation, marketing, maintenance and development of golf facilities similar to CWCC. The firm has developed systems and methods of golf course management that are proven successful. With the BCG team continuously evaluating and improving these systems and methods, BCG attains the best results for our clients and golfing guests. BCG offers complete turnkey golf managements services including:

- Golf Operations
- Golf Course Maintenance
- Golf Instruction
- Food & Beverage
- Accounting
- Human Resources
- Marketing
- Public Relations

As the City's "Golf Partner" BCG will operate CWCC to best serve the needs of all guests and to meet the financial objectives of our clients. Exemplary performance is obtained through diligent regional and corporate oversight of all aspects of operations, accounting, and personnel; the professional execution of established business, agronomic, and marketing plans; and the frequent, full communication with employees, guests, and our clients. Following is a summary of the services to be provided:

1. Comprehensive and Detailed Operating and Business Plan:

- BCG will manage all golf shop, golf course maintenance, food and beverage and other golf services related to the day-to-day operation of CWCC.
- Upon review by BCG Senior Management and approval by the City, our Regional Manager, under the direction of BCG, will implement the plan to achieve the financial and operational goals for the CWCC.

2. Staffing (Recruitment, Training and Development):

- BCG will staff CWCC with a qualified Manager as well as with the number of managers and employees that are necessary to successfully and effectively achieve profitability and operational objectives. All employees will be employees of BCG.
- BCG's Regional Manager will work cooperatively with BCG's Human Resources Recruiting Department, to recruit and hire, transition, train, evaluate, and employ individuals for all positions. Our goal is to build a staff that can achieve the future and financial operating objectives approved by the City.

3. Operations- Ensuring Results:

- BCG' s system and daily operating procedures will ensure accountability and financial results, through daily reporting, forecasting, corporate oversight and effectively implementing annual business plan objectives, resulting in successful financial performance.
- BCG business objectives will be to identify untapped market segments through innovative guest acquisition programs.
- BCG places significant emphasis on planning and executing projects to ensure the physical integrity and competitive position of its courses are enhanced and maintained.

4. Establishing and Leveraging Market Position to increase Share of Wallet:

- BCG will develop and implement a tailored Marketing Plan to recruit annual player prospects; and programming to effectively retain new guests. An aggressive sales program for all revenue categories will be presented to the City.
- By collecting and tracking each golfer's individual playing history BCG is able to **successfully increase rounds and revenue** through communication tailored to each guest based on his/her playing habits and interests. Specific marketing tactics to include retention and acquisition programs are outlined in the operational approach within this proposal. BCG will be squarely focused on retaining the existing golfer base and acquiring new members from the competition as well as growing within the local population, described below:
 - **Golfer Acquisition:** Initially, a strong message about the change in management will be critical in driving rounds of golf towards CWCC. Further, BCG will develop and implement a targeted advertising campaign and aggressive PR plan to attract the attention and interests of the local community and to penetrate the local market with value oriented messaging.
 - **Golfer Retention:** BCG utilizes proven database management systems to track guest reservations, playing, and spending history; develop programs and offers that best meet the expressed needs of those guests; and utilize direct marketing techniques to communicate individually with them.
 - **Golfer Loyalty:** BCG will attain loyal guests through the delivery of a golf experience that is fun and enjoyable – synonymous with the brand. The marketing focus is on the growth of the annual player and guest's Share of Wallet; programs specifically designed to increase the amount of spend during each guests' visit.



5. Guest Service and Quality Assurance:

- BCG will train all staff to be service-oriented employees excelling in personalized member service through our - ACE the GUEST Experience™ Training Program, which is a professionally-developed series of training, observation, and feedback lessons designed to educate all employees in how to execute **BCG's Guest Experience Vision**. The ACE the GUEST Experience™ Training Program includes hands on training sessions supported by audio/visual materials such as a professionally-filmed DVD and workbooks, all developed to promote BCG's service standards and behaviors.
- Finally, our employees are guided through the **Member and Guest's Journey** – from beginning to end – to help them understand how every interaction with an employee influences their experience. We teach our employees to:
 - Empathize with each personal situation
 - Anticipate their guest's needs
 - Service their guest's needs
 - Introduce the member and guest to the next portion of their journey, creating a positive, seamless experience.



6. Culture and Vision:

- BCG's approach to managing golf facilities is progressive and innovative. Each team member at CWCC will be committed to **delivering a phenomenal golfing experience to every annual player and guest, every day**, through the following tenets:
 - *I am part of a team prepared to create fun and enjoyment for our guests.*
 - *My positive attitude is my responsibility.*
 - *I choose to create loyal guests with my team, my attitude, and my actions.*
- This intense focus on enhancing the guest's experience starts with our employees, the best people in golf. BCG **invests significant resources** in selecting, hiring, and developing successful people whose *first responsibility* is to interact positively with each guest. In addition to specific job function training, each staff member is cross trained to perform other functions within their department.

7. Cooperative Buying Power:

- All of our clients reap the benefits of the BCG National Account Programs including discounted pricing and priority service. Products included in the Program are maintenance equipment, golf carts, Food and beverages, operational supplies, retail merchandise, and insurances.
- Our National Accounts purchasing power typically results in significant savings for our clients. All discounts, rebates and savings are passed back to each golf course and City directly.

8. Golf Course Maintenance:

- BCG's agronomic teams consistently deliver the best course conditions possible under unique budget and market conditions. BCG will establish maintenance policies and procedures that are consistent with the City's expectations and budget.
- We are committed to preserving our planet and managing turf in an environmentally friendly way utilizing the Audubon Cooperative Sanctuary Program at all of our facilities.
- Our regional agronomists provide oversight and share best management practices and expertise in solving challenging turf related issues. We will establish both near and long term capital improvement plans for review and City's approval. The City specifically asked about BCG's experience in grow-in and opening of golf facilities:
- **BCG has successfully developed, grown-in, and/or opened 25+ facilities.**



9. Food & Beverage ("F&B") Operations:

- BCG shall work with the F&B manager to prepare and implement an annual Buying Plan for food items, beverages, and restaurant supplies. Appropriate quantities and selection of items will be purchased throughout the year, and inventory levels are accounted for at least monthly.
- BCG provides F&B services as appropriate for the kitchen and dining facilities at each facility, including F&B inventory management, food preparation and service, regular satellite F&B service, and seasonal outside grill operation, all in a manner that is **consistent with first-class public facilities nationwide**.

- All appropriate licenses and permits necessary to run a food service facility in the City, County, and State will be maintained and kept current, all health standards and regulations are strictly followed, and all equipment and fixtures are maintained in good working order.
- BCG will develop menus based on the understanding of the local market, offerings at similar local facilities, the kitchen's capabilities, and guest's tastes. Surveying of guests and patrons is employed for regular feedback on improvement and enhancement of service levels, F&B quality, and menu options. Menus are developed to allow for multiple uses of stocked food items and reduced waste.
- BCG works closely with each facility manager to appropriately display menu boards and specials in the F&B area, utilizing the concept 'Let the Item Sell Itself.' This includes attractive use of display elements, prominent and tasteful signage, appealing pricing, easy availability of impulse items, and package pricing. Promotion of F&B is included at the golf shop point-of-sale, on-course, and in events packages.

10. Publicity and Media Relations:

- BCG publicizes and manages media relations for its managed golf facilities utilizing the skills and resources of Buffalo Communications ("Buffalo"), BCG's in-house, golf-exclusive P.R. agency.



- Buffalo's publicists leverage their longstanding, extensive and tight media contacts to consistently well position the course in the local, regional, and national news.

STAFFING PLAN

PERSONNEL MANAGEMENT

BCG shall staff CWCC with the number of managers and employees that are necessary to successfully operate CWCC as a profitable business. CWCC and its management team will work closely with BCG's Human Resources Director, to recruit and hire, transition, train and evaluate, and employ individuals for all positions, recruiting first from the existing staff and secondly from our local and national database of proven and knowledgeable personnel.

BCG will provide **complete human resources and personnel management** services for CWCC utilizing the skills and resources of a talented team of HR professionals.

BCG utilizes **local and national resources to recruit and hire** the best individuals for all positions, with particular attention paid toward employing local residents and **current employees**. Where appropriate, BCG is sensitive of employment, compensation, and benefits issues for individual employees, particularly during a transition period. BCG communicates fully and works effectively with all affected employees in order to ease anxieties and assure a smooth transition.

BCG expressly supports and is committed to the principle of **Equal Employment Opportunity and Affirmative Action**. It is our firm's policy to recruit, hire, train, and promote individuals that are qualified persons. We implement and administer all personnel policies and other employment actions without regard to race, color, religion, creed, age, sex, national origin or ancestry, marital status, veteran status, status as a qualified handicapped or disabled individual, or any impermissible factor in accordance with applicable laws.

BCG expressly supports and is committed to promoting a **Drug-Free Workplace**, and preventing and prohibiting any form of impermissible harassment. BCG strictly enforces all appropriate safety rules and practices, state and local liquor laws, and state and federal employment regulations. BCG **provides benefits** to applicable full-time permanent employees, and offers professional growth opportunities for all employees.

PAST EMPLOYEES OF CWCC

BCG would provide an opportunity for all past employees to become employees of BCG. During the transition period after the contract is awarded, past employees and potential new hires will be interviewed to assess their skill sets and qualifications for their positions. At this initial interview, BCG policies, procedures, performance standards, and wage standards will be reviewed.

SUBCONTRACTOR STATEMENT

BCG does not subcontract any of the required services for the operation of our golf course facilities as BCG's workforce performs 100% of the work necessary to operate our golf course facilities. In the event, BCG would require any subcontractors; preference would be given to contractors within the City of Tamarac

REGIONAL MANAGEMENT TEAM

(2) PGA CERTIFIED MEMBERS

A talented and experienced team will lead the operations of CWCC. This highly qualified team will serve as BCG's primary personnel to oversee the construction, management and operation of CWCC. Corporate oversight of all operations will be provided by Vice President of Operations, Tony Cianci.

BCG'S Florida Region is led by a team of three senior managers:

- Vice President, Operations, Tony Cianci (Orlando based)
- Regional Director of Operations, Dan Zimmer (Florida based)
- Regional Director of Agronomy, Mike Stevens (Florida based)

Mr. Cianci has 15+ years of experience overseeing daily operations of BCG-managed Southern and Midwest golf facilities including golf operations, food and beverage, maintenance, marketing and sales, accounting, personnel management, capital improvements, budgeting, merchandise buying, inventory control, golf course equipment and cart procurement, and financial reporting. Mr. Cianci has been with BCG since 1999 and is a graduate of the University of Maryland.

Mr. Zimmer has 10+ years of experience overseeing daily operations of golf facilities including golf operations, food and beverage, maintenance, marketing and sales, accounting, personnel management, capital improvements, budgeting, merchandise buying, inventory control, golf course equipment and cart procurement, and financial reporting. Mr. Zimmer is a graduate of New Mexico State University.

Mr. Stevens is a certified Class A GCSAA superintendent based in St. Augustine, FL. Mr. Stevens supports the operations of more than 20 facilities throughout the Southeast and Ohio Valley. Mr. Stevens has nearly fifteen years' experience in golf course maintenance and four years with the BCG team. Mr. Stevens is a graduate from the Golf Course Operations program at Lake City Community College in Florida. He will work with Mr. Zimmer to ensure that the agronomic goals of the City are met or exceeded.

Tony Cianci, PGA

Vice President, Operations, Billy Casper Golf, Orlando, FL (2002-Present)

- Oversees daily operations of BCG-managed golf facilities in the West, Southeast and Florida markets including golf operations, food and beverage, maintenance, marketing and sales, accounting, personnel management, capital improvements, budgeting, merchandise buying, inventory control, golf course equipment and cart procurement, and financial reporting.
- Supervises Regional Managers, Regional Directors of Agronomy and Regional Marketing Directors.
- Forecasts cash flow and develop strategic positioning for each facility.
- Manages contractual obligations, annual planning, reporting, client communication, and financial results for each facility.



General Manager, Springwood Golf Club, York, PA (1999-2002)

- Directed final phase of grow-in, and opening of Billy Casper Golf-managed 18-hole facility.
- Prepared and implemented Annual Business Plan for golf course and practice facility, outlining the direction of the facility, marketing plan, rates, personnel requirements, budget, and policy and procedures for the golf shop, grill room, maintenance operations, and instruction.
- Responsible for financial recording of \$1.8 million in annual revenues and \$1.2 million in annual expenses, hosting 28,000 rounds of golf and supervising fifty employees.

EDUCATION:

University of Maryland, College Park, MD, Business Management/Finance
Golf Academy of the South, Orlando, FL
A.A. Business Management/Golf Complex Operations

Dan Zimmer, PGA

Regional Manager, Operations, Billy Casper Golf, St. Augustine, FL (2002-Present)

- Oversees daily operations of BCG-managed golf facilities in the Florida market including golf operations, food and beverage, maintenance, marketing and sales, accounting, personnel management, capital improvements, budgeting, merchandise buying, inventory control, golf course equipment and cart procurement, and financial reporting.
- Supervises General Managers.
- Forecasts cash flow and develop strategic positioning for each facility.
- Manages contractual obligations, annual planning, reporting, client communication, and financial results for each facility.



General Manager, St. Johns Golf & Country Club, St. Augustine, FL (2006-2010)

- Designed and implemented the membership, public, and tournament programs for this 18-hole facility located in St. Augustine, FL.
- Prepared and implemented Annual Business Plan for golf course and practice facility, outlining the direction of the facility, marketing plan, rates, personnel requirements, budget, and policy and procedures for the golf shop, grill room, maintenance operations, and instruction.
- Responsible for financial recording of \$3.3 million in annual revenues and \$2.25 million in annual expenses, hosting 49,000 rounds of golf
- Booked, hosted and directed the PGA TOUR Qualifying School Tournament six times, the USGA Public Links Qualifier six times, and the Golf Channel Amateur Tour National Championship once.
- Recognized as a Top 10 Facility for Customer Satisfaction & Loyalty by the National Golf Foundation.

EDUCATION:

New Mexico State University, Las Cruces, NM
Bachelor of Business Administration – Marketing
Professional Golf Management Program

Michael Stevens, GCSAA

**Regional Director of Agronomy, Billy Casper Golf, St. Augustine, FL
(2010 – Present)**

- Provide agronomic direction and support for BCG Superintendents
- Insure BCG policies and procedures are carried out in a timely manner
- Insure BCG client's needs and concerns are met appropriately
- Assist in development of Annual Budgets and Agronomic plan.



Class A Golf Course Superintendent St. Johns Golf and Country Club, Billy Casper Golf - St. Augustine, Florida (2007 – 2010)

- Manage operations of 18-hole, semi-private golf course
- Create agronomic plan, budget, and capital/equipment replacement plans
- Assist club management with business plans and forecasting
- Prepare Assistant Superintendents for promotion
- Responsible for achieving certification by the Audubon International

First Assistant/IPM Manager, June 2000 – February 2007

- Involved in grow-in from initial phases of course construction
- Assist in scheduling seasonal maintenance
- Schedule and facilitate daily/weekly crew activity
- Responsible for application of unrestricted and restricted use pesticides
- Responsible for MSDS, pesticide and fertility record keeping
- Assist in irrigation installation, maintenance, and repairs
- Train new employees in all aspects of maintenance
- Program and operate Toro E-Osmac Irrigation System

EDUCATION:

Lake City Community College, Lake City, Florida
Associate of Science Degree in Golf Course Operations
Certificate in Turf Equipment Management

CORPORATE SUPPORT- CWCC

BCG's corporate personnel provide professional management services, including personnel management; oversight of all golf, agronomic and maintenance, and retail and F&B operations; budgeting, accounting and financial statement preparation; and development and implementation of marketing, publicity, sales, and promotional activities. Below, BCG offers a team that is truly unrivaled among the other bidders as well as the incumbent, all dedicated to the success of CWCC.

Steve Simoneaux

Regional Marketing Director, BCG, Vienna, VA (2010-Present)

Mr. Simoneaux develops and implements marketing and sales programs for BCG's golf facilities in the Southeast. Prior to BCG, he was a senior sales and marketing consultant in the resort destination industry. He is a graduate of the Louisiana State University.



Katie M. Barongan, SPHR

Vice President, Human Resources, BCG, Vienna, VA (2002-Present)

Ms. Barongan directs all corporate and club human resource matters, including staffing, benefits, employee relations and employment law. Prior to BCG, she served in human resources roles for Deloitte & Touche and Cap Gemini Ernst & Young. Ms. Barongan is a graduate of Virginia Polytechnic University, and is a Certified Professional in Human Resources (SPHR).



Dave Williams

Vice President, IT/IS, BCG, Vienna, VA (2011-Present)

Mr. Williams directs BCG's Information Technology and Systems, including national and regional support, management and data systems, and computer security. Prior to joining BCG in 2011, he worked in IT for a major insurance company, including establishing and running its Internet Business Unit for six different lines of business. Mr. Williams is a graduate of the University of Maryland.



Stephen Nicholson, CPA

Senior Accounting Manager, BCG, Vienna, VA (2005-Present)

Mr. Nicholson oversees day-to-day financial matters for several of BCG's managed golf facilities. He is responsible for handling of clubs' general ledger, accounts receivable, accounts payable, cash management and payroll functions. Prior to BCG, he served as a Director of Finance with several non-profit associations. Mr. Nicholson is a graduate of Fairmont State University.



COMPANY OVERVIEW

Billy Casper Golf, LLC ("BCG") was founded in 1989 by Peter M. Hill and Robert C. Morris in cooperation with PGA Tour legend Billy Casper, two-time U.S. Open winner and Masters Champion.

Headquartered in Northern Virginia, the firm maintains regional offices across the U.S., giving BCG a corporate presence in California, **Florida**, Hawaii, Illinois, New York, New Jersey, Ohio, Tennessee, Texas, and North Carolina.



BCG is among the nation's leading golf course management firms; the expert in golf course development, renovation, operations, and marketing. We provide complete, full-service facility and business management; golf course maintenance; sales and marketing; development and consulting services to municipalities and owners of public and private golf courses nationwide.

BCG has significant experience and a successful track record in the maintenance and operation of golf facilities, including upscale resort destinations; publically-owned courses; multi-course portfolios; and all sizes and types of golf courses – 9, 18, 27, and 36 holes – public; daily-fee, semi-private, private, practice, and resort. Currently, BCG manages more than 135 facilities throughout the United States; 70+ of which are municipal facilities. Combined, these facilities host in excess of 4 million rounds of golf annually (approximately 11,000 per day), played by more than 650,000 guests who are treated to a fun and enjoyable golf experience by our team of approximately 5,000+ employees.

Selected Accolades

BCG's focus is on offering the best golfing experience to our guests and delivering the expected financial results to our clients. Our managed courses are often honored for their outstanding conditions and layouts, primarily as a result of our Team's efforts. Following is a sample of BCG's major awards and accolades:



- Peter Hill, CEO: 4th "Most Powerful Person in Golf" (Domestic) – *Golf, Inc.*, 2012
- Peter Hill, CEO: 8th "Most Powerful People in Golf," (International) - *Golf Inc.*, 2012
- "Management Company of the Year." – *The Boardroom Magazine*
- "One of the most progressive and well-run organizations in golf." – *Golf Business Magazine*
- "[BCG's] influence stretches from the East Coast to Hawaii." – *Golf, Inc.*
- "BCG's sound management practices and expertise are hard to beat." – *Golfweek SuperNews*
- International Golf Network Industry Honors award for Tournament Service for Wounded Warrior Project™, 2012

BCG'S FACILITIES

BCG manages more than 130 facilities throughout the United States, including several multi-course portfolios, and all sizes and types of golf courses – 9, 18, 27, and 36 holes – public, daily-fee, semi-private, private, practice, and resort. Unless otherwise noted, the golf facility is 18 holes. More information about any of our courses is available upon request. All **Municipal facilities are bolded in blue.**

SOUTHEASTERN U.S.

Alabama

- Country Club of Brewton, Brewton, AL (*semi-private*)
- GlenLakes Golf Club, Foley, AL (*semi-private*)

Florida

- **Bent Creek Golf Course, City of Jacksonville, FL (*public*)**
- Cimarrone Golf Club, Jacksonville, FL (*public*)
- Eastpointe Golf & Country Club, Palm Beach Gardens, FL (*private*)
- **Fernandina Beach Golf Course, Fernandina Beach, FL (*public, 27*)**
- Magnolia Point Golf & Country Club, Green Cove Springs, Florida (*semi private, 27*)
- **Ocala Golf Club, Ocala, FL (*public*)**
- Panama Country Club, Lynn Haven, FL (*private*)
- Sanctuary Ridge Golf Club, Clermont, FL (*daily-fee*)
- SouthWood Golf Club, Tallahassee, FL (*daily-fee*)
- **St. Andrews Golf Links, Dunedin, FL (*public*)**
- St. Johns Golf & Country Club, Jacksonville, FL (*semi-private*)
- **The Claw at USF, Tampa, FL (*public*)**
- **Willowbrook Golf Course, Winter Haven, FL, (*public*)**

Georgia

- Jennings Mill Golf and Country Club, Bogart, GA (*private*)
- **Stonebridge Golf Club, City of Rome, GA (*public*)**

Louisiana

- Copper Mill Golf Club, Zachary, LA (*semi-private*)
- **National Golf Club of Louisiana, City of Westlake, LA (*public*)**
- **The North Course at City Park Golf, New Orleans, LA (*public*)**

Tennessee

- **Centennial Golf Course, City of Oak Ridge, TN (*public*)**
- **City of Knoxville, TN**
 - **Knoxville Golf Course, Knoxville, TN (*public*)**
 - **Whittle Springs Golf Course, Knoxville, TN (*public*)**
- King's Creek Golf Club, Spring Hill, TN (*public*)
- **The Legacy Golf Course, City of Springfield, TN (*public*)**

SELECT BCG MUNICIPAL GOLF COURSES

BCG provides the following municipal golf courses outside the Southeast region to affirm our experience, knowledge and success in working with our municipal partners. The year indicates the inception of our agreement followed by the type of management arrangement with each public agency.

- Forest Preserve District of Cook County, Illinois (12 Courses), 2002, Lease
- City of Chicago, Illinois (7 Courses), 2009, Management
- Cincinnati Recreation Commission, Ohio (7 Courses), 2003, Hybrid-Lease
- Prince William County, Virginia (4 Courses), 2011, Management
- City of Philadelphia, Pennsylvania (4 Courses), 2007, Hybrid-Lease
- Westchester County, New York (3 Courses), 2004, Hybrid-Lease
- City of Troy, Michigan (2 Courses), 2010 Management
- City of Tulsa, Oklahoma (2 Courses), 2007, Management
- City of Knoxville, Tennessee (2 Courses), 2006, Management
- Anne Arundel County, Maryland (2 Courses), 1997, Management
- City of Wilmington, Delaware, (2 Courses), 2007, Lease
- City of Rockville, Maryland, 2012, Lease
- City of Victorville, California, 2010, Management
- Fox Valley Park District, Illinois, 2009, Lease
- Panorama Village, Texas, 2005, Management
- Town of Falmouth, Massachusetts, 2005, Hybrid-Lease
- Lower Salford Township, Pennsylvania, 2004, Management
- Town of Wintonbury, Connecticut, 2003, Management
- Village of Worth, Illinois, 2002 Management
- Borough of High Bridge, New Jersey, 1998, Management

COMPARABLE EXPERIENCE

Partnership with Florida's Largest Landowner



"...BCG is a more aggressive company securing revenue, possessing an entrepreneurial spirit rather than a stale standardized corporate approach. BCG is better at making a golf facility more efficient without sacrificing service and product."

— Sr. Executive
St. Joe Company



HOUSING VS. GOLF COURSE DEVELOPMENT

The publicly held St. Joe Company, in Jacksonville, FL, had climbed to the top. They were one of Florida's largest real estate development companies and Northwest Florida's largest private landowner. St. Joe built its business on:

- Real estate development
- Homeowners' communities
- Timber recovery
- Golf course construction

Golf course construction proved easy for St. Joe. The course management was a different story. St. Joe needed to refocus on their core business — selling homes. They sought professional golf management assistance, choosing Billy Casper Golf.

REJUVENATION AT TWO GREAT CLUBS

The St. Joe Company turned over the management of St. Johns Golf and Country Club in St. Augustine, FL, to BCG. St. Joe saw the rounds and revenue increase, so they developed more plans for BCG — a second property in Tallahassee, SouthWood Golf Club.

Both courses were already integral to their communities. They did not need major overhauls. They needed revitalization:

- Systematic reduction in costs while maintaining high St. Joe standards
- Influx of new and returning golfers
- Aggressive Marketing and Public Relations campaigns
- Improved course conditions

PROVEN STRATEGIES

- Offered aggressive off-peak pricing
- Built brand awareness and loyalty through Buffalo Communications — BCG's in-house publicity division
- Hosted numerous home owners' association events
- Created Player Development Programs
- Implemented lucrative Membership Drives

continued...



SouthWood Golf Club:
"4 Stars"
— *Golf Digest*

**"Tallahassee's Best
Golf Course"**
— *Tallahassee Magazine*

**St. Johns
Golf & Country Club:**
**"One of the area's
best public courses"**
— *Golfweek*



PROPRIETARY SYSTEMS

- Enterprise accounting and reporting systems
- Expert analysis and strategic planning
- Aggressive pricing from our vendor partners
- Certification through Audubon International's Cooperative Sanctuary Program
- BCGreen™ program to protect natural, environmental assets — a very high priority for St. Joe

BCG'S RESULTS

Billy Casper Golf exceeded expectations for both St. Joe owned courses. Both have received numerous accolades, rankings and awards.

SouthWood continues to grow rounds, attract new golfers, and significantly increase local market share. St. Johns is consistently one of BCG's top performers and has hosted the PGA TOUR Qualifying School and USGA PubLinks Qualifiers.

AN EXIT STRATEGY

Eventually Billy Casper Golf provided an exit strategy for St. Joe at St. Johns. We bought the course allowing St. Joe to do what they do best at an even higher level — build and sell homes.

With great golf course management, the home sales at St. Johns increased. More homes meant more golfers at the BCG course. This partnership was a win-win for all — St. Joe, the golfers, the homeowners who have a professionally maintained course, and for Billy Casper Golf.

WINTONBURY HILLS GOLF COURSE

Location:	Bloomfield, Connecticut
Size/Type:	18-Holes, Municipal
Annual Rounds:	~ 31,000
Operated Since:	2003
Agreement:	Management
Responsibilities:	Grow-In, Full-Service Management (All)
Budget:	Revenues ~ \$2 million
Example:	Marketing, F&B



WINTONBURY HILLS
G O L F C O U R S E

Wintonbury Hills is located approximately 15 minutes north of Hartford, Connecticut. Since opening, BCG has successfully marketed the facility to **achieve budgeted revenue, rounds, and net operating income for the Town.** Known for its phenomenal conditions and service, the golf course continues to lead the market in acquisition and retention of golfers and events



BCG's Buffalo Communications – our in-house P.R. agency – secured significant media coverage for the facility during its first two years of operation, including the **'#23 Best New Golf Course in America'** and **"#2 Best Golf Courses You Can Play in Connecticut"** ratings by *Golfweek*, and recently ranked **#11 Best Municipal Golf Courses in United States.'** As part of the facility's overall marketing program, the P.R. coverage and ratings are used in direct mail, e-mail, and advertising communications with prospective and existing guests, with the impact of such communications tracked through direct response offers and surveying of guests.

Wintonbury Hills has a full-service restaurant and bar which is open year-round, despite the golf course closing for the snow-covered winter months. The restaurant serves breakfast, lunch, and dinner seven days a week, offers a Sunday Brunch, and hosts private parties, meetings, and small banquet events. BCG developed and implemented several programs and procedures to build and maintain **profitable a la carte and banquet/event businesses**, trained staff in procedures unique to operating successful F&B operation at golf clubs, and instilled the firm's 'guest Experience Vision.' Specific components of such programs and procedures include:

- Banquet Marketing and Sales Plan
- Food & Beverage Operation Policies and Procedures Manual
- Banquets and Events Policies and Procedures Manual
- Guest Services Guidelines
- Safe Food & Beverage Handling Techniques
- Kitchen Procedures
- Cooking and Presentation Training
- Alcohol Service Training

FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS (12 GOLF FACILITIES)

Location:	Forest Preserve District, Cook County, Illinois
Client:	Forest Preserve District
Size/Type:	Ten (10) golf courses and two (2) stand-alone driving ranges
Annual Rounds:	~ 400,000
Operated Since:	2003
Agreement:	Management / Concession
Budget:	Revenues ~ \$11 Million
Responsibilities:	Full-Service Management (All)
Example:	Rebuilding, Revitalizing and Rebranding



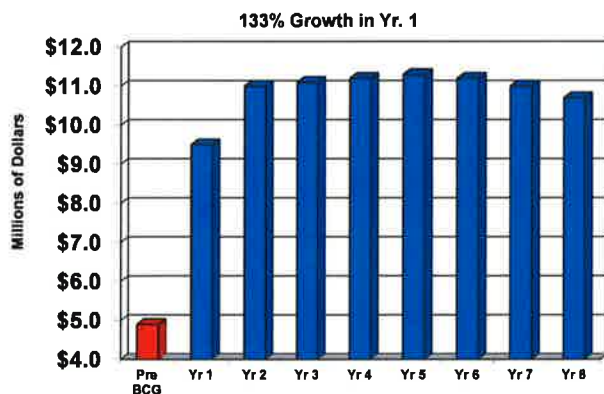
Forest Preserve Golf – the BCG-managed portfolio of a dozen golf courses and driving ranges in the suburbs of Chicago— has returned to the prominence of years ago, when Golf Digest rated its flagship course a “Top 25 Public Golf Course.” Today, George Dunne National is deemed a “Perfect 10” by local golf writers, and its sister courses are in their best condition ever.



After winning a national RFP for management services, BCG placed our corporate operations, maintenance, and marketing team in Chicago a full five-months before the contract began. We immediately instituted dramatic agronomic, management, and promotional changes, starting what has been called the greatest municipal golf course portfolio turnaround.

BCG launched the Forest Preserve Golf Card, a loyalty program that provides discounted rates and special programs to frequent customers. A popular “Kids Play Free” program and “Public Links for Area Youth” initiative has helped to revitalize junior golf at the courses. The industry-model “Women in Golf” program has welcomed hundreds of new women golfers into the game, and media coverage of the courses’ improvements was and continues to be extensive. Positive customer feedback is widespread, with written comments such as “100% improvement,” “very professional staff,” “great service all around,” and “much improved course conditions is putting pleasure back into my game” the norm.

Rounds played and revenues increased substantially in the first year of BCG’s management, and have continued at these high levels since - quite an accomplishment in a market that is home to more than 180 public golf courses. Revenues returned to Cook County through our economic partnership have exceeded their expectations, turning a once multi-million dollar operating loss into an economic boon



and recreational success for Chicago-area residents.

The results speak for themselves. Rounds went up 64% from 2002 and continued to climb each year thereafter. This in a market that encompasses more than 180 golf courses open to the public. The revenues returned to the County through our economic partnership have exceeded their expectations, turning a once money-losing portfolio into an economic and recreational success.

REFERENCES

BCG provides the following references from clients with similar facilities who can speak to our firm's capabilities in operating municipal golf facilities.

ROBERT W. BECKER, CHIEF EXECUTIVE OFFICER

CITY PARK IMPROVEMENT ASSOCIATION

1 Palm Drive

New Orleans, LA 70124

Telephone: (504) 482-4888

Client Since: 2008

Service: Full Service Management

Course: City Park North Course

Email: bbecker@nocp.org

Employees: 10 FTE 16 PTE

Rounds: 48,000

Revenues: \$1,610,764

JOE WALSH, DIRECTOR

CITY OF KNOXVILLE PARKS AND RECREATION

400 Main Ave., Suite 699

Knoxville, TN 37902

Telephone: (865) 254-6070

Client Since: 2006

Service: Full Service Management

Course: Whittle Springs Golf Course (2006), Knoxville Municipal Golf Course (2008)

Email: jwalsh@cityofknoxville.org

Whittle Springs Golf Course Knoxville Municipal Golf Course

Employees: 7 FTE 14 PTE

Rounds: 31,000 34,000

Revenues: \$592,000 \$740,000

STEPHEN J. PACELLA, PGA, SUPERINTENDENT OF RECREATION, ADMINISTRATION

CINCINNATI RECREATION COMMISSION

805 Central Avenue, Suite 800

Cincinnati, OH 45202

Telephone: (513) 352-4961

Client Since: 2003

Service: Full Service Management

Courses: Avon Fields Golf Course, California Golf Course, Dunham Golf Course, Glenview Golf Course, Neumann Golf Course, Reeves Golf Course, Woodland Golf Course

Email: steve.pacella@cincinnati-oh.gov

Employees: 34 FTE 180 PTE

Rounds: 273,000

Revenues: \$1,727,000

JOSEPH VETRANO, DIRECTOR

CHICAGO PARK DISTRICT

541 N Fairbanks

Chicago, IL 60611

Telephone: (312) 744-2644

Client Since: 2009

Service: Full Service Management

Courses: Jackson Park Golf Course, Marquette Park Golf Course, Sydney Marovitz Golf Course, Robert Black Golf Course, Columbus Park Golf Course, South Shore Golf, Course, Diversey Driving Range

Email: joseph.vetrano@chicagoparkdistrict.com

Employees: 47 FTE 80 PTE

Rounds: 174,000

Revenues: \$5,000,000

LOCAL EXPERIENCE

CLAIRE STINE, ADMINISTRATIVE SERVICES MANAGER

CITY OF JACKSONVILLE

214 N. Hogan Street

7th Floor

Jacksonville, FL 32202

Telephone: 904.255.8266

Client Since: 2005

Service: Full Service Management

Course: Bent Creek Golf Course

Email: cstine@coj.net

Employees: 10 FTE 33PTE

Rounds: 54,000

Revenues: \$1,743,000

SCOTT GLASER, ASSOCIATE ATHLETIC DIRECTOR

UNIVERSITY OF SOUTH FLORIDA

SUN DOME, INC.

ATH 100 4202 East Fowler Avenue

Sun 141

Tampa, FL 33620

Telephone: 813.974.3110

Client Since: 2008

Service: Full Service Management

Course: The Claw

Email: sglaser@usf.edu

Employees: 5 FTE 24 PTE

Rounds: 43,000

Revenues: \$1,318,000

DEVELOPMENT & GROW IN EXPERIENCE

CHARLES SOULE, BOARD PRESIDENT
COUNTRY CLUB OF WINTERHAVEN

500 Avenue R SW

Winterhaven, FL 33880

Telephone: (863) 224-5922

Client Since: 2013

Service: Full Service Management including reconstruction / Grow-In (Currently)

Course: Country Club of Winterhaven

NEIL SQUILLANTE, DIRECTOR OF OPERATIONS
WESTCHESTER COUNTY, NY

148 Martine Avenue

White Plains, NY 10549

Telephone: (914) 760-4912

Service: Construction Oversight, Grow-in, and Full Service Management

Client Since: 2004

Course: Hudson Hills Golf Course

Email: nasl@westchestergov.com

FRANKLIN CHANEY, CHIEF OF RECREATION SERVICES
ANN ARUNDEL COUNTY

1 Harry S. Truman Parkway

Annapolis, Maryland 21401

Telephone: (410) 222-7357

Client Since: 1997 Including 2003 Construction and Grow-In of Compass Pointe

Service: Full Service Management

Courses: Eisenhower Golf Course (1997)

Compass Pointe Golf Courses (2003) Grow-In and Construction

JOSH COLLINS, DIRECTOR OF PARKS & RECREATION
CITY OF OAK RIDGE

1403 Oak Ridge Turnpike

Oak Ridge, TN 37830

Telephone: (865) 425-3447

Client Since: 1995 Including Grow-In

Service: Full Service Management

Course: Centennial Golf Course

SECTION B

GOLF OPERATIONS

GOLF COURSE MANAGEMENT

BCG will **professionally manage the golf operation** at CWCC in a manner consistent with comparable first-class area Fort Lauderdale golf courses and competitive municipal golf courses, making it a “must play” in the South Florida area. BCG will schedule tee times, collect fees; provide starter, marshal, bag, and cart services. In addition to selling merchandise, renting golf equipment and maintaining pace of play; BCG will offer and promote outings, leagues, and learning programs. The golf shop shall also operate the practice facilities at CWCC, and provide USGA handicap service. These and other golf operation services will be performed in a professional manner from daybreak to sunset, 365 days a year, to achieve the goals of the facility under the direction of BCG and the Director of Golf/General Manager.

BCG will expertly manage the **EZLinks POS and Tee Time Reservation System** to capitalize on bookings via the telephone, Internet, golf shop, and hotel/packager reservations; to completely capture guest data and playing activity on the tee sheet; to accurately record and track all cash and credit transaction data; to maintain an accurate perpetual inventory of merchandise; and to allow for gift card/certificate and account book management.



BCG will provide **guest assistance through starters and marshals** on the course and, when and where appropriate, bag and cart attendants at check-in and completion of the round.

BCG will manage a **Pace of Play program** to maintain accurate starting times, maximize golf course utilization, and maximize enjoyment of the all golfers. The course's pace of play will be accurately measured and communicated to all golfers at the time of play. All golf shop staff, starters, marshals, mobile concession attendants, and maintenance staff will be trained on this program and work closely together on its successful implementation.

The City benefits from BCG's well-developed and professional golf operation practices and guidelines by having each guest's experience – from reservation throughout their round of golf – exceed his/her expectations. The City and BCG possess the knowledge that the golf operation is being managed and operated professionally, and that all guests are having their individual needs met satisfactorily.

PRO SHOP OPERATIONS

BCG will **professionally manage the golf operation** at CWCC in a manner consistent with comparable first-class area golf courses and competitive municipal golf courses throughout South Florida, making it a “must play” in the local area golf landscape. BCG will schedule tee times, collect fees; provide starter, marshal, bag, and cart services. In addition to selling merchandise, renting golf equipment and maintaining pace of play; BCG will offer and promote outings, leagues, and learning programs. The golf shop will also operate the practice facilities for CWCC, and provide USGA handicap service. These and other golf operation services will be performed in a professional manner from daybreak to sunset, 365 days a year, to achieve the goals of the facility under the direction of BCG and the Director of Golf/General Manager.

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GUEST SERVICE



BCG will continue to train all employees at CWCC through our innovative ACE the GUEST Experience™ Training Program ("Program"). This Program is a professionally-developed series of training, observation, and feedback lessons to teach all employees how to act out **BCG's Guest Experience Vision**:

I am part of a team prepared to create fun and enjoyment for our guests.

My positive attitude is my responsibility.

I choose to create loyal guests with my team, my attitude, and my actions.

The Program includes trainer-directed sessions using a professionally-filmed DVD (below) and workbooks to teach our employees how to deliver great guest experiences. BCG's employees wrote, directed, and starred in the custom 30-minute DVD to promote BCG's service standards and behaviors.



Each BCG-managed course has at least one professionally-trained 'employee trainer' who leads the Program, observes employees interacting with guests, and provides feedback to improve guest service. The DVD, training materials, and training guidelines are updated annually to ensure authenticity.

The Program starts with an introduction by the firm's namesake **Billy Casper** (left), and the values our firm has instilled from his career of putting his fans – *his guests* – first.

Then, employees are taught that every guest contact is guided by **BCG's**

Service Standards, designed to empower each employee to make the right decision in any circumstance. For example, the safety of our guests (and employees) is always the first priority, even if clearing the course for lightening may inconvenience some golfers. Another example, the courtesy of waiting for a group to finish putting trumps the efficiency of a beverage cart moving onto the next group.

Service Standards

- * Safety *
- * Courtesy *
- * Responsiveness *
- * Efficiency *

Service Behaviors

- Acknowledge all guests with eye contact and a smile each and every time.
- Greet and welcome every guest; using their name if possible.
- Dress in a professional manner and wear a nametag at all times.
- Actively seek out guest contact and offer assistance.
- Provide immediate service resolution.
- Display appropriate body language at all times.
- Promote the facility in a positive and professional manner.
- Thank and invite back every guest, using their name if possible.

Next, **BCG's Service Behaviors** (left) – specific, observable behavior guidelines that communicate the minimum requirement for every guest interaction – are introduced. Examples of both good and bad interactions are demonstrated and discussed, role playing of common interactions is done, and review of position-specific 'best practices' for interacting with guests throughout their journey at the golf course is completed. Employees practice interacting with each other using these guidelines, and then hold each other accountable beyond the training to exhibit them every day.

Finally, our employees are guided through the **Guest's Journey** – from beginning to end –

to help them understand how each and every guest interaction with an employee influences the golfer's experience. We teach our employees to empathize with each golfer's personal situation, anticipate their needs, service their needs, and then introduce the golfer to the next portion of their journey, creating a positive, seamless golfing experience.

The formal training sessions are followed-up by regular review of the guest vision statement, service standards, service behaviors, and guest journey in both department and all-staff meetings. The course's management team provides employees with timely feedback on positive and negative interactions that are observed, and each course has regular **Mystery Shopping** (right) conducted by professional, independent evaluators. Results and feedback from the evaluations are used to further train and reward employees based on the experiences of the 'mystery guest' encounters. Emphasis in the evaluation is placed on employee-guest interactions, with the course's management team incentivized to deliver the best possible experiences. (See APPENDIX B – Sample Mystery Shop)



Comments? Suggestions?

Please call the Billy Casper Golf
Customer Comment Line at
1.866.589.7757

Additionally, guests are afforded several means to share comments and suggestions to BCG's management, including toll-free **Guest Comment Lines** (left), web site-based **Feedback Forms**, and periodic **Guest Surveys**. All designed to help BCG understand the importance of each part of the guest experience to our golfers, and how we are performing relative to our competition and our own expectations.

CAPTURING GUEST DATA TO DRIVE REVENUE AT CWCC

BCG is unique among golf facility management firms in our use of technology to integrate golf operations and marketing. CWCC will utilize an Electronic Reservation and POS System to identify and track the purchasing habits of individual guests. This data allows us to develop and implement specific marketing programs directed toward individual guests, targeting specific sales, benefits, and communications based on individual playing and purchasing habits. **The end goal is to increase revenue through retention of CWCC's most valuable asset – guests.**

GUESTrac™

All golfer reservations and their contact data are recorded on an Electronic Tee Sheet (see right), with access given to guests' 24-hours a day via both Internet and Telephone.

As each golfer checks-in, he/she is provided a unique, scanable ID card (see below for an example) that is tied to a program which encourages a golfer's return to the course.

DATE	TIME	NAME	PHONE	EMAIL	ADDRESS	CITY	STATE	ZIP
10/15/11	10:00	John Doe	555-123-4567	john.doe@email.com	123 Main St	Anytown	CA	90210
10/15/11	10:00	Jane Smith	555-987-6543	jane.smith@email.com	456 Oak St	Anytown	CA	90210
10/15/11	10:00	Bob Johnson	555-234-5678	bob.johnson@email.com	789 Pine St	Anytown	CA	90210
10/15/11	10:00	Alice Brown	555-345-6789	alice.brown@email.com	101 Elm St	Anytown	CA	90210
10/15/11	10:00	Charlie Davis	555-456-7890	charlie.davis@email.com	202 Maple St	Anytown	CA	90210
10/15/11	10:00	Diana Evans	555-567-8901	diana.evans@email.com	303 Birch St	Anytown	CA	90210
10/15/11	10:00	Frank Green	555-678-9012	frank.green@email.com	404 Cedar St	Anytown	CA	90210
10/15/11	10:00	Grace Hall	555-789-0123	grace.hall@email.com	505 Birch St	Anytown	CA	90210
10/15/11	10:00	Henry King	555-890-1234	henry.king@email.com	606 Birch St	Anytown	CA	90210
10/15/11	10:00	Ivy Lee	555-901-2345	ivy.lee@email.com	707 Birch St	Anytown	CA	90210
10/15/11	10:00	Jack Miller	555-012-3456	jack.miller@email.com	808 Birch St	Anytown	CA	90210
10/15/11	10:00	Karen Wilson	555-123-4567	karen.wilson@email.com	909 Birch St	Anytown	CA	90210
10/15/11	10:00	Leo White	555-234-5678	leo.white@email.com	1010 Birch St	Anytown	CA	90210
10/15/11	10:00	Mia Young	555-345-6789	mia.young@email.com	1111 Birch St	Anytown	CA	90210
10/15/11	10:00	Noah Black	555-456-7890	noah.black@email.com	1212 Birch St	Anytown	CA	90210
10/15/11	10:00	Olivia Gray	555-567-8901	olivia.gray@email.com	1313 Birch St	Anytown	CA	90210
10/15/11	10:00	Peter Blue	555-678-9012	peter.blue@email.com	1414 Birch St	Anytown	CA	90210
10/15/11	10:00	Quinn Red	555-789-0123	quinn.red@email.com	1515 Birch St	Anytown	CA	90210
10/15/11	10:00	Rachel Purple	555-890-1234	rachel.purple@email.com	1616 Birch St	Anytown	CA	90210
10/15/11	10:00	Sam Brown	555-901-2345	sam.brown@email.com	1717 Birch St	Anytown	CA	90210
10/15/11	10:00	Tina Green	555-012-3456	tina.green@email.com	1818 Birch St	Anytown	CA	90210
10/15/11	10:00	Uma Yellow	555-123-4567	uma.yellow@email.com	1919 Birch St	Anytown	CA	90210
10/15/11	10:00	Victor Black	555-234-5678	victor.black@email.com	2020 Birch St	Anytown	CA	90210
10/15/11	10:00	Wendy Gray	555-345-6789	wendy.gray@email.com	2121 Birch St	Anytown	CA	90210
10/15/11	10:00	Xavier Blue	555-456-7890	xavier.blue@email.com	2222 Birch St	Anytown	CA	90210
10/15/11	10:00	Yara Red	555-567-8901	yara.red@email.com	2323 Birch St	Anytown	CA	90210
10/15/11	10:00	Zoe Purple	555-678-9012	zoe.purple@email.com	2424 Birch St	Anytown	CA	90210



At each subsequent check-in, the card is scanned, providing for complete capture of that guest's playing and purchasing habits. That data is transferred to BCG's proprietary, industry-leading data mining program for analysis of individual guest behavior trends, retention, and growth. The data is compared to tee sheet utilization across days and times to determine where and when marketing efforts need to be concentrated for special offers.

BCG's marketing team uses the unique guest data to personally target communications to individual guests based on their past behaviors, predicted trends, and the needs of the golf facility. This, in turn, leads to higher revenues through better retention and growth of existing guests.

PLAYER DEVELOPMENT PROGRAMMING

Player Development Programs



BCG will implement successful golfer development programs at CWCC to meet the **learning needs of men, women, seniors, juniors, beginners, avid players, low handicappers, and disadvantaged youth in the Tamarac and surrounding area.** As an active participant in the Golf 20/20 initiative, BCG's philosophy in all learning programs is to provide fun, non-threatening, and inexpensive opportunities that bring and retain all golfers permanently into the game of golf, **loyal golfers.**

BCG believes that the game of golf is facing a serious dilemma. At a time when golf is arguably more prominent and popular than it has ever been, the rate at which new players are coming into – **and staying committed to** – the game has remained static, or declined. Many potential golfers are intimidated

by the game's price, length of play, skill level, etiquette, and culture. With this realization, BCG develops programs and will provide such programming for CWCC to reduce the intimidating nature of learning the game. Each program, from junior level to adult level at CWCC will be designed to break down these obstacles, and bring potential golfers permanently into the game and utilize CWCC as their primary choice.

BCG's most successful and innovative Player Development Programs will be implemented at CWCC, including:

- **Women in Golf:** This program, also known as 'Getting in on the Game' – provide women and girls a welcoming, introductory golf experience to be shared in a group environment with people much like themselves. Beginning with a seminar and concluding with a league, the multi-week program helps participants **gain confidence** in approaching, learning, and playing the game. Beginning with a classroom-style seminar led by both women and men golfers, participants learn answers to golf most basic questions, including:



"How Do I Get Started?"
 "What Equipment Will I Need?"
 "Do I Have to Be Good to Enjoy It?"
 "When Will I be Ready to Play?"
 "How Much Time Does It Take?"

"Will I Feel Welcome at the Course?"
 "Do I Make a Tee Time?"
 "Will I Ever Understand the Jargon?"
 "Much Does it Cost to Play Golf?"
 "Will I Learn the Rules?"

The seminar continues with time on the lesson tee – learning the basics of grip, stance, and swing with a **FREE 7-iron** to keep, provided by the course. It concludes with the opportunity for participants to purchase an "Instant Golfer Kit" – all of the equipment (basic set of clubs, pair of golf shoes, golf glove, tees, and balls) a that a new golfer needs to approach the game with confidence and style, for the low price of \$199.

The program continues with a **seven-week group lesson program** comprised of participants from the seminar, and leads into a weekly non-competitive league.

BCG is intimately involved in the industries initiatives to grow the game of golf including Golf 20/20 and Get Golf Ready.

- **Get Golf Ready:** BCG has partnered with Golf 20/20 and other industry leaders to commit to Get Golf Ready. It is for anyone who has ever thought about playing golf. Whether a beginner at golf or returning to the game, the Get Golf Ready Program is designed to teach, in five short lessons, everything needed to know how to step onto a golf course and get out playing with confidence. Get Golf Ready will be taught by trained PGA and LPGA Professionals at the training facilities at CWCC, where applicable, who will prioritize fun each step of the way.



Samples of Player Development Programs.



BCG will develop **customized golfer development programs for junior golfers**, including Individual Lessons, Group Lessons, Clinics and Camps. BCG's affiliations and programs which the firm participates nationally include the Nike Golf Learning Center, The First Tee, and National School Golf Program, the Hook a Kid on Golf Program, the Executive Women's Golf Association, and Take Your Daughter to the Course Week.

- **Lessons & Clinics:** In addition to specialized programs for women and junior golfers, BCG will offer individual lessons, group lessons, and clinics for all golfers of all abilities – **both for a fee and for FREE** throughout the year.
- **Junior Programs:** BCG implements some of the nation's most successful junior golf programs, including **classes, camps, and clinics** at our Nike Golf Learning Center (VA), First Tee Program (OH), Joe Richter Golf Program (WA), and Hook A Kid On Golf (Nationwide) and Kids Play Free.



GOLF PRESS ASSOCIATION DIGITAL NETWORK ► Apparel Wire Tour Van OUTDOOR WIRE

THE GOLF WIRE

Home Business Courses Equipment Etcetera Life and Style Media People

Thursday, June 22, 2011

Billy Casper Golf Launches Nationwide "Kids Play Free" Program

(VIENNA, VA) - Billy Casper Golf (BCG) - owner and operator of more than 125 golf courses, country clubs and resorts - has launched a "Kids Play Free" program at its courses nationwide.

"Kids Play Free" is designed for busy families to spend time together and is an opportunity for golfer parents to affordably introduce the game to their children. Each junior golfer (age five to 17) plays free with each paying adult; details of the promotion vary at participating BCG courses.

"This is a powerful grow-the-game program," says Peter Hill, Chairman and CEO of BCG. "We're proud so many Billy Casper Golf courses are helping to produce the next generation of golf enthusiasts."

The genesis of BCG's emphasis on promoting junior golf lies with its company namesake, the legendary Billy Casper, Masters and two-time U.S. Open winner. Casper has personally volunteered thousands of hours teaching golf and life skills to youth.

"The great game of golf must live on," says Casper, who turned 80 on June 24. "Our company is leading the way by teaching golf-swing mechanics and character-building traits of honesty, respect and camaraderie."

For more information about "Kids Play Free" and a list of participating courses: www.billycaspergolf.com.

READ CURRENT ISSUE RSS

Community Involvement

BCG shall ensure CWCC serves as hosts, as appropriate, to high school and/or college golf team practices and matches. Such programs will be coordinated with and promoted through the City's Department of Parks and Recreation (if applicable), local schools and colleges, community organizations and centers, and senior centers. BCG will work to provide complimentary programs to the existing Junior Programs. BCG routinely encourages usage of our golf courses by area schools, providing equal access and opportunity for the junior golfers.



- BCG will also actively promote CWCC and the learning programs through local elementary, middle and high schools in cooperation with physical education and health teachers, even bringing teaching the game into the schools during class times, at after school programs, and during the summer, as appropriate. BCG will also offer and run junior tournaments and other contests for area golfers. BCG recognizes the importance of the growth of the game and actively promotes the game to junior golfers.



League Play

BCG will actively seek and create **new golf leagues for professionals, couples, and seniors**. BCG will work closely with any prior Leagues' officers at CWCC and members to support their programs while maintaining fair and equitable access to the tee sheet for all golfers. Numerous business and organizations that are located near CWCC will be approached to schedule both competitive and social golf leagues for their employees, associates, clients, and families.

Tournaments & Outings



BCG will develop and implement an **aggressive sales program for golf outings** and tournaments – targeting local and regional businesses, charities, associations, churches, community groups, schools, and individuals – to pre-book group business at CWCC.

An **experienced, sales-oriented individual** employed at CWCC will utilize BCG's established proven system of prospecting, sales closing, and sales fulfillment to acquire and retain events. BCG will create and implement online, telephone, printed, and in-person sales programs; sales collateral; lead tracking programs; and sales presentations for CWCC.

Fulfillment of golf tournaments and outings at CWCC will **emphasize the 'Guest Experience'** over all else, with **professional tournament services** (player pairing, customize rules and administration, personalized score cards and cart signs, player

registration, contest hole signage and set-up, professional scoring, and special event management) included with all contracted group outings

Special Events



BCG will develop and implement a **full, regular schedule of special events** for golfers at CWCC, with all programs designed to create fun and enjoyment for golfers. Events will include both competitive and social formats, including such programs as Open Tournaments, Night Golf, Scrambles, 9-hole Mixers, Wounded Warrior Project, and many more.

On Monday, August 13, 2012, BCG hosted more than 7,800 golfers at 100 of its golf courses in 24 states during the second annual "World's Largest Golf Outing," raising more than \$400,000 for Wounded Warrior Project™



(WWP). The simultaneous golf outing at BCG properties included participation of more than 85 wounded warriors. WWP is the national non-profit organization that honors and empowers injured service men and women.

Specific events, formats, and timing will be determined in concert with tee sheet availability and input from golfers and staff at CWCC.

Club Play

BCG will establish and work with the Women's Club and Men's Club at CWCC; **the most important guests**. As ambassadors of the course – and among its most loyal guests – these golfers expect and deserve a golf professional staff that will:

- Coordinate their varying tee time schedules
- Develop programs, events, contests, and socials
- Track scores, special achievements, and participation
- Attend their groups' meetings
- Develop 'sweeps' or 'credit' programs that meet their needs
- Celebrate individual successes throughout the year



BCG will **work closely with the Clubs' officers and members** to support their programs while maintaining fair and equitable access to the tee sheet for all golfers.

MERCHANDISE SALES



BCG will offer for sale **high quality, competitively priced golf retail merchandise** at CWCC. Under the direction of BCG's National Merchandise Manager Gary Roeder, BCG will develop an annual buying plan, maintain national accounts with preferred partner vendors, design exceptional displays, and establish promotion and sales guidelines for CWCC.

BCG will prepare and implement an annual **Retail Buying Plan or Open to Buy ("OTB") Plan** for shirts, shorts, socks, outerwear; golf balls, gloves, shoes, accessories; drivers, woods, irons, putters, and utility clubs. Appropriate quantities and selection of merchandise, including logo items, will be purchased throughout the year, and inventory levels will be accounted for monthly.

BCG's National Account partners will provide lower pricing, extended terms, free or discounted fixtures and furnishings, and access to special close-out merchandise. Existing retail partners with which BCG has national accounts include Ashworth, Nike, Cutter & Buck, TaylorMade, Ahead Headwear, Adams Golf, Titleist, Footjoy, TourEdge, Wilson, Callaway, Greg Norman, among others.

BCG will appropriately **stock and display retail merchandise** using attractive displays, prominent and tasteful signage, appealing pricing, rotation of merchandise throughout the shop, easy availability of impulse items, and package pricing. Utilizing both the national schedule of holidays and the local market's seasons, CWCC will develop and implement appropriate promotions to increase sales of retail merchandise during higher-than-usual shopping times.

RELATIONSHIP WITH THE CITY

BCG's philosophy in working with our municipal partners is to **ensure always that our shared financial and guest service goals are aligned perfectly**. With that philosophy guiding BCG's relationship with the City, BCG will implement the following systems and methods of management, **all of which are available for review and comment by the City at any time**.

With all BCG's facilities, the City provides BCG their approval on rates and their expectations for net operating income goals, staffing levels, and capital reserve requirements. BCG uses that information to develop an achievable and realistic budget that maximizes gross profit and net operating income for the City while delivering an outstanding guest experience. **The final budget for CWCC will be approved by the City.**

BCG's Director of Golf/General Manager and his / her department heads will work closely with their BCG Regional Operations and Marketing Team to **develop an achievable, realistic budget and plans**. Upon review and approval by both BCG Senior Management and the City, the budget and plans will be implemented to achieve the goals established for CWCC.

Financial

- Daily Revenue Tracking to Budget and Prior Year
- Monthly Review of Revenues (Mid-Month and Final)
- Monthly Financial Summary Letter and Review Meeting with the City
- Monthly Site Visits
- Annual Audit (if contractually required) by City's Independent Auditor

Annual Plan/Operational

BCG will direct an **annual planning process** that includes development of an Annual Plan (including Annual Budget, Business Plan, Marketing Plan and Agronomic Plan) for review by the City. The 2013/14 Annual Plan will be completed during the transition period and first month of operation. Thereafter, the Annual Plan will be completed in the fall of each year for the upcoming fiscal/calendar year.

The Director of Golf/General Manager and his/her department heads will work closely with their BCG Regional Operations and Marketing Team to **develop an achievable, realistic budget and plans**. Upon review and approval by both BCG Senior Management and the City, the budget and plans will be implemented to achieve the goals established for CWCC.

BCG welcomes the level of involvement desired by our clients to provide necessary feedback, guidance, or direction to achieve our shared financial and service goals.

CONTROLS & PROCEDURES

BCG possesses and can demonstrate **complete competency** in the areas of cost controls, accounting, cash controls, personnel management, property maintenance, safety, emergency management, budgeting and financial planning, and guest service, among many other areas.

COST CONTROLS

BCG handles purchasing at the firm's managed golf facilities through a series of **local, regional, and national procedures**. While daily purchasing authority lies with the Director of Golf/General Manager, the Regional and Senior Vice Presidents play significant roles in the securing and maintenance of preferred pricing and terms from BCG's National Account Vendor partners.

All planned purchases are included in the facility's operating budget approved by the client, with unplanned purchases requiring approval from the Regional Vice President and/or client, depending on the circumstance. Following is a summary of BCG's Cost Control procedures:

Use of Approved Suppliers: BCG provides our facilities with a list of national account vendors and their pricing and terms. BCG receives purchasing history reports from these vendors listing all BCG-managed facilities with quarterly and YTD purchase totals. The Regional Vice President reviews the facility's General Ledger each month with the facility manager to ensure that the majority of purchases in specific categories are from approved suppliers.

Methods of Negotiating Favorable Pricing: BCG's Operations and Agronomy Teams provide national vendors in appropriate expense categories with the opportunity to become a preferred partner of the firm. Using our volume buying power and annual purchasing history, BCG establishes preferred pricing and terms from selected vendors.

Development of Product Standards: BCG consults with Directors of Golf and General Managers nationwide to determine which vendors provide the best products and service, and review sales histories to determine guest demand. These reports assist them in developing standards for product purchasing.

Products Delivered Matching Order: The Director of Golf/General Manager, upon delivery of product, matches the purchase order and shipping documents, and then later compares those numbers to the invoice. All paperwork is maintained in the general ledger.

Monitoring of Purchases: Each order invoice is processed through the facility's general ledger, reviewed and approved by the Director of Golf/General Manager. The general ledger is maintained by BCG's Accounting Department, with detail reviewed by a Senior Accountant and the Regional Vice President.

Purchasing Authority: Each Director of Golf/General Manager is granted purchasing authority for his/her facility within the approved annual budget and business plan. In limited cases, other department heads are given limited authority for specific planned line-item purchases based on his/her job responsibilities.

ACCOUNTING

BCG provides complete accounting and financial management services to assist the City and facility manager in the successful operation of his/her facility. BCG utilizes an established system for financial management at all BCG-managed facilities, taking into account any specific needs of the City, including the establishment and maintenance of consistent procedures for the collection, receipt and deposit of all revenues; cost estimating and reporting; maintenance and payment of invoices; and preparation of budgets and reports.

Management Entity: BCG establishes a separate incorporated management subsidiary for the operation and management of the facilities (e.g. Colony West Golf Management, LLC). The subsidiary's sole activity will be the management of CWCC. An operating account at a local bank will be established in the name of BCG's management entity all transactions will be handled through this operating account. The funds in the operating account are discrete to CWCC and are not commingled with any other BCG-managed facility's funds or BCG's funds. All accounting and general ledger functions are discrete to this subsidiary.

Security and Internal Controls: BCG implements a series of security methods and internal controls to prevent employee and guest theft, including POS security controls, cash handling and deposit requirements, video cameras, required receipts, random safe and drawer counts, random inventory counts, tee sheet/POS reconciliation, and payroll record verifications, among others.

Accounting Functions: The accounting and payroll functions are directed by BCG's Senior Accounting Manager based in Vienna, Virginia. They will review and provide oversight of the general ledger, confirm deposits, and perform auditing functions, as necessary. Local accounting functions performed by the on-site bookkeeper and administrative assistant will include: writing all checks from the local operating account, maintaining the general ledger, and reconciliation of cash deposits. The Director of Golf/General Manager will oversee these functions on a daily basis.

Reports: All revenue and expense records are available to the City at its request, with BCG providing daily, weekly, monthly, and annual reports to the City, as requested. Financial statements and reports are prepared and delivered in accordance with procedures and formats reasonably acceptable to the City, on an accrual basis and generally accepted accounting principles.

CASH CONTROLS

BCG's procedures for cash handling procedures make certain that internal controls are in place at all managed golf facilities to protect its financial assets.

Cash Banks: Each facility has cash banks for use in cash registers. These banks vary in number and value depending on the property, but cash banks are never to be used as petty cash. Cash banks must always be maintained at their starting values.

Daily Close: Reconciliation of daily sales and resetting of the Point of Sale (POS) system for a new day is done daily, allowing for comparison of daily sales activity as shown on reports from the POS to actual daily receipts of cash, credit cards, checks and gift certificates. If there is an error, verifying transaction details assist in identifying and fixing that mistake. If a close of any instance or day reveals an error in that instance or day, the manager (and only the manager) may open an additional instance to ring correcting transactions. Correcting transactions may include voids and re-rings to correct quantity or tender type errors. Correcting transactions are not to be used to account for cash overages or shortages unless the specific nature of the original error can be traced and documented. The daily close documentation includes a copy of each instance close report, a copy of the credit card batch settlement, each instance reconciliation worksheet, copy of all voids and the daily tender reconciliation (including a copy of the deposit ticket) and the daily closing checklist.

Daily Bank Deposit: Daily bank deposits are mandatory. The receipts are transported to the bank each day and deposited by walking into the bank and receiving a receipt or by depositing in the night depository when the deposit is made after hours. Under no circumstances are daily deposits to accumulate in the safe at the property. Either the Director of Golf (facility manager) or Assistant Golf Professional will prepare and deposit the daily cash and check deposit. The Director of Golf/General Manager will serve as a back-up as necessary.

Controls and Limits on Petty Cash Purchases: Signature authority for on-site checks is given only to the Director of Golf/General Manager, with purchasing authority given for minor emergency purchases and pre-approved C.O.D. deliveries. Petty cash is reconciled at least monthly, with random safe counts throughout the month. Petty cash disbursements and unplanned purchases are limited through proper budgeting.

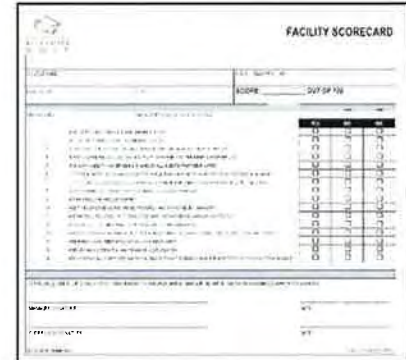
Inventory Security and Controls: BCG implements a series of standard inventory security and internal controls at each managed facilities. Specifically, BCG installs security cameras throughout the facility, including the golf shop register, merchandise area, safe location, F&B register, and parking lot, with remote camera viewing and hard drive recording. Inventory count procedures are implemented, including having the 'hottest items' behind the counter and conducting (if need be) daily or shift counts of these items.

Receipt Controls: uses the 'Your Purchase Is Free Today If You Don't Receive A Receipt' program to prevent clerks from not ringing in guest purchases. Tee sheets, POS records, and starter sheets are compared on a regular basis to reduce non-paying guests on the course. And, for physical security, BCG adds cellular backups to all alarm systems and maintains tight security on who has access to alarm codes, keys, and POS logins.

SAFETY & RISK MANAGEMENT

BCG's Director of Contracts & Risk Management, Sandra Colareta will direct the firm's efforts to ensure all managers and employees at CWCC are provided with and trained in all appropriate safety and sanitation regulations, guidelines, and rules.

The firm maintains standard **safety and sanitation manuals** which meet OSHA standards for all positions and job responsibilities, machinery and equipment, and chemicals and fertilizers. Local and state regulations are added to the manuals and appropriate. BCG requires all employees to read and acknowledge receipt of all manuals, attend regular training sessions, and report any and all accidents or safety violations to his/her supervisor.

A screenshot of a 'FACILITY SCORECARD' form. It contains a table with columns for 'FACILITY', 'RISK', 'SCORE', and 'OUT OF 100'. The table lists various risk categories and their corresponding scores. The form also includes sections for 'FACILITY NAME', 'FACILITY ADDRESS', 'FACILITY PHONE', and 'FACILITY FAX'.

BCG also requires all employees to actively participate in our **“Safety Makes Sense”** videos and training platform, acknowledge receipt of all manuals and attend regular training sessions,

Each training session and learning modules are geared towards specific departments and risks identified in our facility assessment.

BCG also directs the securing and maintenance of all insurance, risk management, and business licensing requirements, including claims filing, renewals and the meeting of all **regulatory requirements**.

EMERGENCY MANAGEMENT

With CWCC located in South Florida, Emergency Management becomes critical in the hurricane prone months of June thru November. BCG directs each managed facility to develop an emergency management plan that can be used by all employees in case of unexpected occurrences or emergencies. As part of the **emergency planning process**, each facility will:

- Identify hazards and assess risk.
- Assess capabilities and resources.
- Develop an emergency plan and procedures.
- Integrate the plan with the community plan (i.e., emergency responders).
- Conduct training of employees, drills, and exercises.

From this process, each facility develops an **action guide** that describes the procedures to be followed in the event of an emergency. It outlines which personnel and outside agencies are to be called and what information is to be collected and conveyed, and provides other basic response functions.

In addition, each facility develops an **overall emergency management plan** that includes the four phases of emergency planning – prevention, preparedness, response, and recovery. It describes the methods utilized to prevent emergencies, the plans implemented to prepare for emergencies, the actions to initiate in the event of an emergency, and the activities necessary to keep the organization functioning and to bring it back to full operation should damage be sustained. This work is completed as part of our firm's safety and risk management functions.

FOOD & BEVERAGE OPERATIONS



BCG will offer for sale **high quality, competitively priced food and beverage menu items** for the operations of Sand Trap at CWCC. Under the guidance of BCG's experienced Food & Beverage Directors nationwide, BCG will develop an annual operating plan to provide for a healthful and efficient operation, develop an attractive menu, and design attractive displays and promotions for CWCC and all catered events.

Food and beverage services will be delivered as appropriate for the kitchen and dining facilities at CWCC, where applicable, including food and beverage inventory management, food preparation and service, regular on-course beverage cart service, and catering/banquet operations. All appropriate **licenses and permits** necessary to run the Food & Beverage operations will be obtained and kept current, all health standards and regulations are strictly followed, and all equipment and fixtures are maintained in good working order.

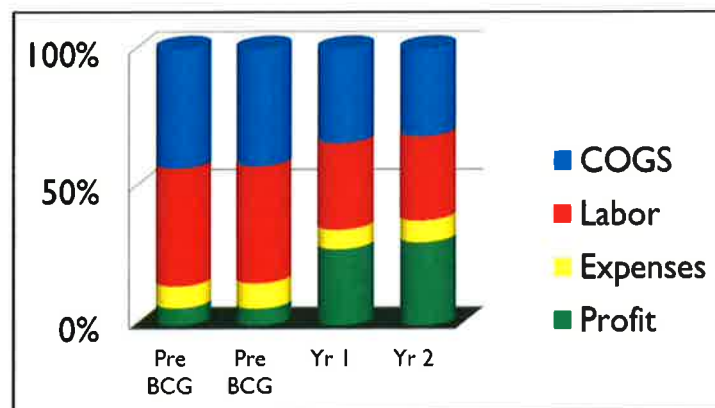
BCG will **develop menus for casual dining and special events** based on the success of historical offerings at CWCC, offerings at similar local facilities, the kitchen's capabilities, and guest tastes. Surveying of guests is employed for regular feedback on improvement and enhancement of service levels, food and beverage quality, and menu options. BCG develops menus to allow for multiple uses of stocked food items and reduce waste.

BCG will implement the **attractive use of display elements**, prominent and tasteful signage, appealing pricing, easy availability of impulse items, and package pricing. Promotion of Food and Beverage is included at the golf shop point-of-sale, on-course, and in golf and events packages.

The following illustrates BCG's success with highly intensive food and beverage operations:



Food and Beverage



Please see the following page for a copy of requested Food & Beverage Licensing for one of our facilities located in Florida.



**STATE OF FLORIDA****DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION****DIV OF ALCOHOLIC BEVERAGES & TOBACCO
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783****850.487.1395****ST J GOLF MANAGEMENT LLC
ST JOHNS GOLF & COUNTRY CLUB
8300 BOONE BLVD #350
VIENNA VA 22182**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

**STATE OF FLORIDA AC# 6353099
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION****BEV6501351 09/10/12 120116582****RETAILER OF ALCOHOLIC BEVERAGES
ST J GOLF MANAGEMENT LLC
ST JOHNS GOLF & COUNTRY CLUB
CONSUMPTION ON PREMISES ONLY****IS LICENSED under the provisions of Ch.561 FS.
Expiration date: SEP 30, 2013 L12091002717****DETACH HERE****THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER****AC# 6353099****STATE OF FLORIDA****DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO****SEQ# L12091002717**

DATE	BATCH NUMBER	LICENSE NBR	SERIES TYPE
09/10/2012	120116582	BEV6501351	GC

The **RETAILER OF ALCOHOLIC BEVERAGES**
Named below IS LICENSED
Under the provisions of Chapter 561 FS.
Expiration date: SEP 30, 2013
CONSUMPTION ON PREMISES ONLY

**CANNOT MOVE FROM
THIS LOCATION**

**ST J GOLF MANAGEMENT LLC
ST JOHNS GOLF & COUNTRY CLUB
205 ST JOHNS GOLF DR
SAINT AUGUSTINE FL 32092****RICK SCOTT
GOVERNOR****KEN LAWSON
SECRETARY****DISPLAY AS REQUIRED BY LAW**



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIVISION OF HOTELS AND RESTAURANTS
1940 NORTH MONROE STREET
NORTHWOOD CENTRE
TALLAHASSEE FL 32399-1015**

850-487-1395

**ST J GOLF MANAGEMENT LLC
ST JOHNS GOLF & COUNTRY CLUB
8300 BOONE BLVD #250
VIENNA VA 22182**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

SEA6501547 ISSUED: 06/23/2013

**SEATING FOOD SERVICE (2010)
ST J GOLF MANAGEMENT LLC
ST JOHNS GOLF & COUNTRY CLUB**

**IS LICENSED under the provisions of Ch.509 FS.
Expiration date : JUN 1, 2014 L1306230000205**



The Department of State is leading the commemoration of Florida's 500th anniversary in 2013. For more information, please go to www.VivaFlorida.org.

DETACH HERE

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS**

LICENSE NUMBER	
SEA6501547	NBR. OF SEATS: 150

**The SEATING FOOD SERVICE (2010)
Named below IS LICENSED
Under the provisions of Chapter 509 FS.
Expiration date: JUN 1, 2014**



**NON-
TRANSFERABLE**

**ST J GOLF MANAGEMENT LLC
ST JOHNS GOLF & COUNTRY CLUB
205 ST JOHNS GOLF DR
SAINT AUGUSTINE FL 32092**



**RICK SCOTT
GOVERNOR**

**ISSUED: 06/23/2013 SEQ # L1306230000205
DISPLAY AS REQUIRED BY LAW**

**KEN LAWSON
SECRETARY**



Exam Form No. 4566

Cert. No. 7247698



ServSafe Certification

TO AMANDA P DUNN

for successfully completing the standards set forth by the National Restaurant Association Educational Foundation for the ServSafe® Food Protection Manager Certification Examination

Date of Examination: 8/2/2010

Date of Expiration: 8/2/2015

Local laws apply. Check with your local regulatory agency for recertification requirements.

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SPECIAL EVENTS MARKETING

BCG will market and promote the event facilities at CWCC for banquets, meetings, golf outings, functions and events. The Marketing Director will implement a professional marketing program with a proven system of sales management, including prospecting, sales closing, and sales fulfillment. The Director of Marketing will work closely with the F&B Manager, Chef and the Golf Professional Staff to plan organize and deliver a very high level guest experience.

Acquisition of Events

BCG will create and implement specific online, telephone, printed, and in-person sales programs; sales collateral; lead tracking programs; and sales presentations for the banquet and meeting rooms, a very aggressive sales program – targeting resident clubs, groups and organizations as well as local and regional businesses, charities, associations, churches, community groups, schools, and individuals – to increase the use of CWCC.

Attention to Detail

Fulfillment of Food & Beverage events at CWCC will emphasize the ‘Guest Experience’ over all else, with professional services (room set-up, menu planning, special event management) offered with all contracted group events. Specific attention will be paid to developing and presenting attractive packages, managing the meeting of client’s expectations throughout the sales and catering process, and delivering an outstanding experience on the day of the event. Attention-to-detail is a primary focus throughout the process and experience, ensuring that post-event ‘word-of-mouth’ marketing by the catering client is exceptional.

BCG has developed and implemented several programs and procedures to build and maintain profitable a la carte and banquet/event businesses, trained staff in procedures unique to operating successful food and beverage operation at numerous municipal facilities similar to CWCC, and instilled the firm’s ‘Guest Experience Vision.’ Specific components of such programs and procedures include:

- Banquet Marketing and Sales Plan
- Food & Beverage Operation Policies and Procedures Manual
- Banquets and Events Policies and Procedures Manual
- Guest Services Guidelines
- Safe Food & Beverage Handling Techniques
- Kitchen Procedures
- Cooking and Presentation Training
- Alcohol Service Training

Quality Assurance Programs

BCG's Marketing Team will establish measurable, effective, and guest-focused Quality Assurance Programs that help to ensure the guest's experience matches the brand promise established through marketing, sales, and programs. The following programs will be implemented at CWCC to receive feedback that allows management to best train staff to exhibit CWCC's brand promise and BCG's Guest Vision.

- ***Guest Surveys and Feedback:*** BCG will implement guest surveying and feedback mechanisms to maintain a constant understanding of how well we are doing at meeting guests' needs. Both a toll-free guest comment line and web e-mail forms will be established. Results will be used to improve the experience for guests and to train employees.
- ***Mystery Shopping On-Site Visits:*** BCG will implement a regular Mystery Shopping program with independent, unbiased guests rating their experience based on how BCG trains our employees to deliver that experience. Results will be used to improve the experience for guests and to train employees.
- ***Mystery Telephone Sales Calls:*** BCG will implement a regular secret shopper sales calls program to test response times and information provided of sales people. Results will be used to improve the experience for prospective guests and to train employees.

Direct Sales

BCG will develop and implement an aggressive sales program for group events, both golf and non-golf. Special attention will be paid to what primary and secondary competitors are offering, and their pricing, privileges, and wait lists, if any. Group events for golf and Food & Beverage will take into various possibilities for facility capabilities, pricing, and package offers. Special attention will be paid to what primary and secondary competitors are offering as well. BCG will engage in aggressive outbound sales efforts to attract and retain outings, and tournaments to CWCC.

Specific activities will include prospect cold calling and direct mailing, event planner preview events, engagements with partners to expand their use of the course, and media and direct marketing programs to promote sales.

TRANSITION PLAN

The goal of BCG is to first organize, orchestrate and deliver the results of a smooth transition for the City and CWCC. Next, we will stabilize the asset, improve both resident and employee morale, grow the resident and guest rounds, and most importantly, maximize all revenue sources to ensure long term stability of CWCC.

BCG has managed 75+ transitions over the last five years. The key to a smooth transition is extensive and upbeat communication. In this regard, we will:

- Send a letter to the community introducing BCG and sharing some of our initial thoughts and plans for CWCC.
- Hold a meeting immediately with all prior and new employees, putting them at ease, explaining that the worst has passed and we will move forward with positive attitudes. Team building events and staff meetings will occur within the first month as well.
- Hold Town Hall Meetings open to the community to discuss ideas and issues with the BCG Team and Director of Golf/General Manager in a relaxed setting.

During the first week, the BCG Regional Team comprised of Operations, Marketing, Agronomy, and Food & Beverage Specialists will be onsite to meet with the staff and residents, and implementation of a new business plan, marketing initiatives, and operating budget.

CONTRACT NEGOTIATIONS

BCG would anticipate no more than 30-days for the negotiation of a Management Contract. BCG would encourage the City to contact the City of Ocala, Florida as well as the City of Winter Haven, Florida, as they most recently negotiated a Management Agreement with BCG and can provide feedback regarding this process.

KEY PERSONNEL

BCG will begin evaluation of any prior staff members to determine strengths and weaknesses of each individual, their contribution level, and their ability/desire to meet our expectations for each position.

As part of the employee evaluation, BCG will be looking at current quality of work, adaptability, attitude, people skills, entrepreneurial spirit, and a passion for improvement.

NEW BUSINESS PLAN

Within thirty (30) days, a new 2013-14 business plan and budget will be presented to the City for approval. It will include detailed projections, assumptions, marketing initiatives, resident programs, agronomic plan, etc. A competitive market analysis, a SWOT analysis regarding CWCC, and an evaluation of prior initiatives will be incorporated into the Annual Marketing Plan.

AGRONOMIC PRACTICES

GROUNDS MAINTENANCE

BCG's agronomic team tackles the quest to deliver an outstanding playing experience to each golfer every day. To BCG, agronomy is more than just growing grass. It's about creating a playing environment for our golfers to enjoy repeatedly, to rave about well after they've left the 18th green.

Our company is committed to achieving agronomic excellence by utilizing and improving upon reliable, proven techniques. Our approach encourages the use of nature-friendly compounds and prudent chemical applications to achieve turf health at the most reasonable cost, while ensuring our golf courses remain sanctuaries for native plants and wildlife. BCG's approach to revitalizing and maintaining CWCC will emphasize the quality of course conditions, attention to detail throughout the property, efficiency in staffing, and full compliance with all environmental regulations.

BCG's agronomic services include:

- Agronomic Planning
- Environmental Planning
- Turfgrass Science
- Pest Management
- Turfgrass Maintenance
- Water and Irrigation Technologies
- Equipment Maintenance and Repair
- Course Renovation Projects
- Environmental Compliance
- Facilities Maintenance

The agronomic and course conditioning plan for CWCC will focus on both short-term and long-term goals. The plan will be developed to provide the desired playing conditions of the City within the given fiscal guidelines.

On-going Maintenance

Once revitalized, BCG will maintain CWCC in a high quality manner, consistent with the quality expected of other municipal and comparable public-access golf courses in South Florida. BCG and our staff will perform all of the work and will continuously improve on existing conditions at CWCC. Specifically, BCG will:

- Provide expert oversight as needed by a proven, certified superintendent familiar with the conditions of maintaining local turf grasses in the area.
- Work with the City to acquire the necessary equipment to **improve turfgrass health and playability**.
- Implement **modern agronomic practices** with improved efficiencies, utilizing a highly qualified and expertly trained professional staff.
- Provide an overall **attention to detail** in all areas of facility maintenance and care, including areas seen and not seen by the golfer.
- Create **definition/contour** between playing areas, such as fairways and rough, and improve mowing patterns to enhance both aesthetics and playability.
- **Apply for maintain CWCC's Audubon Cooperative Sanctuary designation**
- Work closely with the City to deliver an **overall, high-quality golf experience** that serves to maximize revenue for the golf course.



To do this, BCG will develop and implement an Agronomic Plan specifically for CWCC. The Plan will meet and/or exceed the maintenance standards established by the City, and the conditions expected of our guests. The City will benefit from BCG's extensive knowledge of agronomic practices and programs, how the golf and maintenance operations **work together on a daily basis to deliver an exceptional golfing experience**, and having CWCC maintained in strict compliance with all maintenance and environmental standards. (See APPENDIX C –Sample Agronomic Plan - “Course Standards Outline”)

Equipment and Systems

BCG will acquire, properly maintain all equipment and systems utilizing manufacturer's instructions and recommendations in order to maximize the effectiveness, efficiency, and duration of use of each piece and system. BCG will work closely with the client to determine the effectiveness and lifespan of each piece of equipment and system, and prioritize the needs for replacement and/or repair of that equipment or system.

Superintendent will oversee a professional maintenance staff that handles the daily maintenance of CWCC, and maintains responsibility for overall quality of course conditions every day. He/She is in constant communication with the maintenance staff, receiving regular reports and updates.

Support

BCG's Agronomic Team will provide support to the superintendent and maintenance staff. Periodic visits incorporate the generation of a *Site Summary Report* which includes detailed narrative describing current agronomic practices and conditions. Pictures, action plans, resource requirements and timelines are included in these reports to inform the client, general manager, regional staff and corporate personnel of the progress at each facility. This level of support ensures the desired product is produced for the client and guests at all of our managed golf courses.

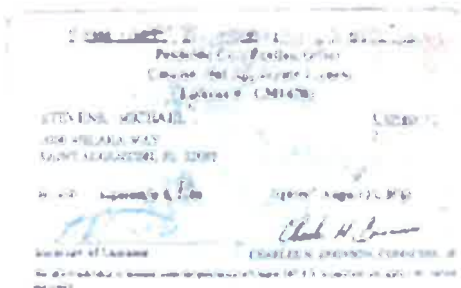
Conclusion

BCG has the resources and staff to provide the level of golf course maintenance desired by the City for CWCC. **We currently manage the agronomic program for 13 facilities in Florida, providing us with the experience and resources to provide CWCC and the City with the best service and conditions possible.**

Licensing

BCG shall obtain all permits and licenses necessary to operate within the requirements of the Agreement. BCG currently has 13 entities in the state of Florida registered to do business in the state.

Below is a copy of the license of BCG's Southeast Regional Director of Agronomy, Mike Stevens, who is a member of the GCSAA and is a licensed applicator in the state of Florida.



BCG ENVIRONMENTAL PROGRAMS

Environmental Stewardship

BCG will implement sound **environmental management practices** at CWCC consistent with the retention and preservation of the Audubon Cooperative Sanctuary designation, making a valuable contribution to conservation and improving CWCC's environmental quality to enhance the golfers' experiences.

Audubon Certification

BCG is committed to the practices of Audubon Cooperative Sanctuary certification. Maintaining certification is quite an honor recognizing the agronomic team for protecting the environment and preserving the natural heritage of golf. As a member of the Audubon **International**, CWCC will successfully maintain sound environmental practices in six key areas:



- Environmental planning
- Wildlife and habitat management
- Outreach and education
- Chemical use reduction
- Water conservation
- Water quality management

The programs initiate the creation of wildlife habitats, corridors connecting these varying habitats and wildlife control tactics to minimize an adverse impact on the wildlife or the golf course.

Turf Management

BCG will maintain maintenance policies and procedures that are consistent with the City's expectations and budget.

Our regional agronomists provide oversight and share best management practices and expertise in solving challenging turf related issues. We will establish both near and long term capital improvement plans for the City's review and approval.

Green/Eco-Friendly Techniques



BCG expects a positive impact on the presentation and turf condition at CWCC as our BCGreen™ program is instituted. In many instances, BCG has seen dramatically improved course conditions and positive impact on the natural resources. The natural resources that are benefited through our

BCGreen program are as follows:

Water Conservation: By reducing chemical applications, the golf course will decrease unnecessary or excessive water usage, resulting in reduced watering of the greens and/or fairways with the fertilizers and chemical applications. Irrigation practices employed are geared to maximize water absorption and minimize water loss to evaporation and runoff. Soil properties and turf health are maintained in an optimum range to assure efficiency.

Water Quality: Water quality will improve as the chemicals and fertilizers are filtered through natural buffer zones. This will reduce the nutrient loading and corresponding unwanted blooms. Nutrient loading can reduce natural aquatic activity and plant life. Best Management Practices to ensure water quality include using slow-release fertilizers, spoon-feeding, and filtering drainage through vegetative or mechanical filters prior to entering water bodies, etc.

Wildlife: The immediate benefit to the existing wildlife is the improvement of the native habitat and a commitment for the golf course to seamlessly coexist and complement the wildlife. Specifically, prior to managing or controlling the wildlife interaction it is imperative to identify the core habitats that exist and the basic needs of the wildlife. Hence, the delineation of the golf course into 'dedicated zones' allows the golf course operator to maximize peripheral or visceral interaction points between golfers and wildlife.

Human Risk: Improper chemical use can have serious consequences for people, the environment, and the game of golf. The reduction of chemical applications inherently reduces the health hazards and harmful health effects (illness, chronic disease, sub-lethal impacts) that can be caused directly from chemicals.

Eco-friendly Products



BCG utilizes eco-friendly products in a companywide initiative to minimize our footprint and impact on the environment. These products are "green-seal" certified products to include soaps, cleaners, paper towels, toilet paper and paint as appropriate. Energy Conservation initiatives include the installation of energy efficient compact fluorescent light bulbs.

BCG is evaluating the usage of high grade vegetable oil as a replacement for hydraulic fluid in the mowing equipment. The vegetable oil is more environmentally friendly and will not impact the ground, wildlife and soils in case of a leak on the mower. The vegetable oil is more costly on front end; however, the savings in case of a leak can be immeasurable.

BCG is currently evaluating the usage of chlorine free, biodegradable products to be utilized in our grille room and snack bar operations. In addition, BCG is undertaking composting services to dispose of food waste, thus minimizing the waste produced with an additional benefit of rich soil for plantings.

Chemical Usage

The most critical aspect of balancing proper chemical and fertilizer usage for the golf course versus the protection of the natural resource is commitment to an Integrated Pest Management Program that is friendly to the environment. Provided below is a direct excerpt from BCG's Training Manual outlining our policy as it pertains to the proper management of chemicals.

BCG divides our chemical management program into five goals; (1) general knowledge, (2) cultural practices and IPM Techniques, (3) Best Practices (4) Communication and Education, (5) Storage Procedures.

Implementing standard practices of integrated pest management (IPM) and best management practices (BMP) is an ongoing process. BCG continuously explores alternative pest control measures to minimize pesticide inputs even further. In addition, the creation of buffer zones between treated turf areas and all water bodies as a means to filter potential runoff of harmful chemicals and fertilizers.

CAPITAL IMPROVEMENT EXPERIENCE

BCG has extensive experience with capital projects, including development and construction of courses. Capital spending typically exceeds \$4 million annually at BCG-managed facilities nationwide. BCG places significant emphasis on planning and executing projects to **ensure the physical integrity and competitive position of its courses are enhanced and maintained**. This process is critically important in increasingly competitive golf markets. All BCG-managed facilities undergo capital planning review semi-annually.

BCG's role in the prioritization and completion of capital projects is to ensure that a proven, systematic approach is taken in designing, building, and/or realizing those projects. BCG uses a team approach, with collective participation of the project architect, contractors, and the client, to create a successful, well-planned improvement.

Improvements can be quantified into various categories, including modernizations of the golf course, playability, safety, turf quality and turf type, directional and informational signage, irrigations system, structures, equipment and cart paths. Of the aforementioned improvements, the most visible and aesthetically recognizable to the golfers are the modernization of the golf course, turf type, turf quality, and playability and signage, while the remaining items are related to the base infrastructure of the facility.

The facility will benefit from BCG's extensive experience and knowledge in planning for and completing capital projects for the restoration of CWCC. Both the City and BCG possess the knowledge that all projects will be well-planned and well-executed, allowing for increased revenue-generation, improved perception and asset preservation at CWCC.

Examples of Recent Capital Projects

A sampling of recent capital projects – all of which occurred while the facility remained open for play – include:

- **Lyman Orchards (Middlefield, Connecticut)** – BCG managed at \$2 million renovation to the Robert Trent Jones design course including rebuilding of all bunkers, a full irrigation system replacement, and extensive drainage improvements. BCG also managed the construction of a 9-hole short course player development facility at the same site.
- **Cranbury Golf Club (West Windsor, New Jersey)** – BCG managed the renovation of all bunkers, tee complexes, and driving range, and interior renovations of clubhouse for the semi-private 18-hole golf course.
- **Reston National Golf Course (Reston, Virginia)** – BCG managed the interior renovation of clubhouse and complete renovation/expansion of Nike Golf Learning Center practice facilities (driving range, short game area, teaching areas), and renovation of all bunkers on the daily-fee 18-hole golf course.
- **Stoneleigh Golf Club (Round Hill, Virginia)** – BCG managed the construction of new, laser-leveled tee boxes, renovation of all bunkers, renovation of 50% of green complexes, addition of cart paths, and development of a swimming pool complex for the private 18-hole course.
- **Whittle Springs Golf Course (Knoxville, Tennessee)** – BCG managed and installed a new irrigation system and renovation of green complexes in the first full year of operation.



- **Bent Creek Golf Course (Jacksonville, Florida)** – BCG completely renovated all bunkers, and updated the hydraulic irrigation system to include satellite boxes and computer central.
- **1757 Golf Club (Dulles, VA)** – BCG managed the construction of six new holes, two putting greens, driving range, new maintenance building and cart storage facility.
- **Ka'anapali Golf Resort (Maui, Hawaii)** – BCG managed a complete make-over of this resort destination by renovating two 18-hole courses, clubhouse and dining facilities. Golf course improvements included the addition of new bunkers and the renovation of existing bunkers, cart path resurfacing and expansion and the implementation of a successful turf management program which resulted in improved playing conditions. Facility improvements included re-design of the restaurant and clubhouse (exterior & interior). The project culminated in a grand re-opening of a world class golf resort.
- **Rock Manor Golf Course (Wilmington, Delaware)** – BCG oversaw the facility enhancements which included new tee boxes, bunkers and fairways in addition to a state-of-the-art irrigation system for top playing conditions all season. A circa 1921 building was also restored to retain the flavor of its original structure, and serves as Rock Manor's clubhouse. A grill room and separate pub provide comfortable dining for golfers and non-golfers. For golf tournaments, weddings and other social engagements, a new outing pavilion makes Rock Manor a premium events destination.

BCG will work with the City in development of a long term capital plan.

MARKETING PLAN

Sales and Marketing Strategy

BCG will implement a four-part marketing strategy:

Systems: Utilizing EZLINKS, BCG will implement at CWCC the best marketing technology and sales management programs available to fulfill its marketing, sales, and P.R. initiatives.

Acquisition: BCG will implement successful direct marketing techniques, supplemented by limited, high-return mass media communication and extensive P.R. to acquire new guests. The new guest acquisition process focuses on “New to our course golfers” by capturing zip code data and player information the golf facility is able to identify these golfers. The acquisition process will also address programs designed to “Welcome Back” to CWCC. By capture and communicating effectively lost with guests, the staff can proactively communicate with them in an attempt to encourage repeat visits with “value add” programming.



Retention: BCG will administer, oversee and effectively utilize its database management system to track guest reservation, playing, and spending history; develop programs and provide offers that best meet the expressed needs of CWCC golfers; with proven direct marketing techniques to communicate individually with them. Retention programs will be a focal point from BCG’s regional and national marketing experts for Guest Retention. The newly designed programs specifically for CWCC will allow the staff to identify new guests experiencing the course and the staff can recognize and communicate with them “post visit” as a form of reinforcement. New Guest Retention might focus on a “Welcome Back to CWCC”

Loyalty: BCG and CWCC will attain loyal guests through the delivery of a golf experience that is fun, enjoyable, and fulfills their expressed needs. The marketing focus will be solely on the growth of the Guest Share of Wallet, programs specifically designed to increase the number of rounds played and the amount of spending during each guest visit. This is done through analysis of velocity rates and each guest’s behavior to predict which are more likely to increase their portion of annual golf rounds at CWCC.



This four-part strategy is successfully implemented at all BCG-managed golf facilities nationwide, and will be implemented immediately at CWCC for the benefit of all.

Primary Media

BCG will utilize direct marketing techniques as the primary communication tool for acquiring and retaining guests, including EZLinks Point of Sale, Web Site, Broadcast E-mail, and Direct Mail. These methods provide a higher return on investment (ROI) than advertising, as we are communicating directly with golfers who are likely (or former) golfers of CWCC.

BCG will also utilize mass media mediums to acquire new golfers – frequencies, buys, and P.R. contacts for each media outlet will be determined as part of the Annual Planning Process, with return on investment (ROI) regularly measured to ensure that any specific advertising medium is effective.

BCG will extensively promote the reopening of CWCC through professionally-written and delivered press releases, media course reviews, and news alerts. This P.R. effort will be led by BCG's Buffalo Communications team, which includes several Public Relations Specialists.

Specific Promotions



BCG will manage the **EZLinks POS and Tee Time Reservation System**, as it does at nearly all of its municipal courses that integrates telephone, Internet, golf shop, and hotel/packager reservation booking groups through one reservation portal, as well as provides for complete capture of guest data and playing activity on the tee sheet. The guest making a reservation will be guided through a simple, efficient data capture process, and his/her reservation, playing, and purchasing history will be saved for analysis.

BCG will roll out a **FREE Player's Card/Golf Rewards Card** for CWCC, for all golfers to carry and use in order to maximize their connection to the facility. The card will track each guest's play; act as an incentive for repeated plays well as improve the speed of check-in for the guest. This card will be tied to a specific rewards or discount program to be determined.

BCG will **expertly analyze and use this valuable data to develop specific marketing programs and promotions** to maximize tee sheet utilization, thereby enhancing rounds and revenue. Examples of such programs include:

- Targeting players during statistically under-utilized times (i.e., weekday early bird rate special e-mailed and mailed to golfers who play the golf course on weekdays, but have not in the past thirty days);

Offering package-based offers to guests who are more likely to make retail and food & beverage purchases (i.e., lunch and golf package rate special e-mailed and mailed to golfers who typically play during the mid-day hours); and creating programs targeted only to golfers who play the course infrequently (i.e., 1-2-3-FREE, Play 3 times in X time period, and receive your 4th round for Free).



Specific promotions and programs will be developed for CWCC based on historical and future play and reservation data.

PUBLICITY AND MEDIA RELATIONS



Unique to any other operator being considered by the City, BCG has its own in-house golf exclusive PR agency. Buffalo Communications ("Buffalo") BCG will **publicize and manage media relations for CWCC** utilizing the skills and resources of Buffalo Communications ("Buffalo"), BCG's in-house, golf-exclusive P.R. agency, augmented by

Buffalo.

Buffalo's golf publicists leverage their longstanding media contacts to consistently well-position our facilities in the news. **Public Relations Manager, Nick Lashinsky**, will direct our public relations efforts for CWCC.

Buffalo will develop and implement in concert with the Marketing Plan an **aggressive, comprehensive and on-going local, regional, and national publicity campaign** to expose CWCC as a "must play" in the South Florida region. Buffalo's publicity plan includes writing a series of newsworthy and timely press releases, pitching feature stories, securing reviews of the golf course, and ghostwriting articles lauding golfers' high-quality experiences at CWCC. Buffalo's wordsmiths will position CWCC to be consistent with the themes of other marketing initiatives.

Buffalo will work closely with the Director of Golf/General Manager to **integrate him with local media** in an effort to further engage the course in much-desired publicity and media coverage. Buffalo's publicists will schedule golf course reviews to coincide with optimal course conditions, promote special events where media attendance is desired, and retain close contact with media writers and editors in order to **ensure optimal placement and coverage**.

Buffalo will provide a baseline level of public relations activity focused on news release writing, distribution, and media request fulfillment. All Buffalo services are inclusive of BCG's Management Fee.

Buffalo works with more than 120 golf clubs and resorts, still with golf at its core, opportunities and success helped Buffalo morph into a leading global firm. Brand-name and regional clients include **PGA National Resort & Spa, Black Diamond Ranch**, Sun Valley Resort, Half Moon Bay Golf Resort, Mission Hills Golf Club (the world's largest golf resort, located in China) and Celtic Manor Resort (host of the 2010 Ryder Cup in Newport, Wales).

Buffalo employs a highly-talented, proactive team of PR professionals with more than 150 years combined golf-resort media experience. Our industry "insiders" possess unparalleled relationships within the fraternity of editorial gatekeepers and writers.

Buffalo will work with BCG's Marketing team to exponentially increase exposure via "earned" media placements in print, broadcast and online outlets.

Following up on Buffalo's publicity and media output, BCG's marketing team will set forth a strategic and tactical business approach incorporating Direct Sales, Prospect Relationship Management and Quality Assurance Programs ensuring that the goals of the City and CWCC are achieved.

See *APPENDIX D - Draft Marketing Plan*

3. FINANCIAL CAPABILITY

FINANCIAL STATEMENT

BCG possesses and **can demonstrate the financial ability** to meet the terms of the proposed Agreement. BCG is a closely-held business that was founded in 1989 by its current Chairman, Peter Hill and Vice Chairman, Bob Morris. The firm recognizes the importance of demonstrating a secure and meaningful financial standing with its clients and creditors. BCG has consistently been able to satisfy the requirements of its numerous government clients and will continue to do so in the future. BCG's assets exceed \$29 million and its working capital exceeds \$6 million.

BCG will provide the City with supplemental financial information via on-line virtual meetings for City staff with full access to all BCG financial records, if needed, at a later stage of the selection process. On the following page is a Summary of BCG's financial statement for 2012. BCG provides the following references that can verify BCG's capabilities.

- **JOE COSTA, SENIOR VICE PRESIDENT, MID-ATLANTIC COMMERCIAL BANKING**
CAPITAL ONE BANK
1680 Capital One Drive, 10th Floor
McLean, VA 22102
Telephone: 703-720-6515
Relationship: Banking
- **GARY DORSCH, PRINCIPAL**
ALLEGIANCE CAPITAL
2000 West 41st Street
Baltimore, MD 21211
Telephone: 410-338-6314
Relationship: Capital
- **DAVID THINNES, NATIONAL SALES MANAGER**
PNC BANK
995 Dalton Ave
Cincinnati, OH 45203
Telephone: 513-455-9629
Relationship: Bank/Lease Financing

For calendar years:

	2012	2011	2010
Current Assets	\$19,246,349	\$13,572,000	\$14,683,000
Net PP&E	\$12,188,859	\$11,938,000	\$12,788,000
Net Other Assets	\$1,082,387	\$3,637,000	\$1,959,000
Total Assets	\$32,517,595	\$29,147,000	\$29,430,000
Current Liabilities	\$9,345,742	\$6,465,000	\$7,491,000
Long Term Liabilities	\$11,084,633	\$12,732,000	\$12,812,000
Equity	\$12,087,220	\$9,950,000	\$9,127,000
Total Liab & OE	\$32,517,595	\$29,147,000	\$29,430,000

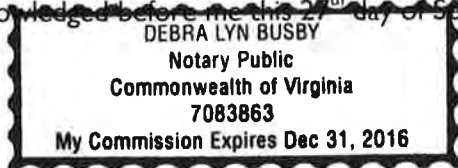
I/we certify that the financial information set forth herein is accurate.

Anthony Scala II
Anthony Scala II, Controller

Date: 9/27/13

Commonwealth of Virginia
County of Fairfax

Acknowledged before me this 27th day of September, 2013



Notary Public

This financial information is Privileged and Confidential and is not to be shared in written form other than to the named recipient. Recipient agrees and warrants that this information will not be made part of any public record, filing, notes, memoranda or any related public agency, corporation or organization, and is being furnished solely at the request of the City of Tamarac and is limited to the purpose of evaluation of Billy Casper Golf, LLC as requested in the RFP #13-25R for Operation of Colony West Golf Course.

4. PRICE PROPOSAL

Management Proposal: An initial term of five (5) years, with a (2) two year options, at the mutual agreement of both parties.

Structure: BCG will form a single-purpose subsidiary (e.g.: Colony West Golf Management, LLC) for purposes of maintaining the club whose sole member will be BCG. BCG will remain solely responsible for all obligations of the agreement and the City will have full recourse to BCG for any liabilities caused by this entity. This entity will employ all of the staff at CWCC. This entity will be operated on a discrete basis and will not commingle any assets or liabilities with any other BCG-managed property. Club-level financial statements will be prepared in the name of Colony West Golf Management, LLC and reported in accordance with the City's requirements.

Facility Operation: BCG will operate CWCC pursuant to an annual budget, and marketing plan agreed to and approved by the City. All rates, fees, and expenses will be defined in advance as part of the budget process. Policies regarding rates and City Residents playing privileges will be approved by the City. BCG will not deviate from this plan without the City's consent. All expenses of operating CWCC will be the responsibility of the City. All employees of CWCC will be BCG employees, and will work exclusively for the benefit of CWCC. All employee costs will be part of the operating expense of CWCC. BCG will retain exclusive right to hire and terminate employees.

Responsibility: BCG will manage and operate all aspects of CWCC including; accounting, agronomy, golf operations, food & beverage, general and administrative services, human resources, sales, marketing, media and public relations functions.

BCG Oversight: BCG's operation of CWCC will be overseen directly by a Regional Operations Manager based in Florida and supported from personnel based at BCG's corporate office in Vienna, Virginia.

Procurement: BCG will purchase all materials and supplies for CWCC pursuant to the approved annual budget via its existing national account purchase programs including food, retail merchandise, course supplies, agronomic supplies, maintenance equipment, golf cars, property and casualty insurance, among others.

Media and PR: BCG will handle all media and Public Relations needs of CWCC via BCG's in-house media and publicity division, Buffalo Communications.

Management Fees: For its management services during the term, BCG would earn a base monthly fee, paid as outlined below. BCG may earn an annual incentive fee based upon achievement of performance metrics as set forth herein. The management fees are net to BCG.



**Base Monthly
Management Fee:**

Eight Thousand Three Hundred Thirty-three Dollars (\$8,333) per month, inclusive of all fees. (No additional fees for facility accounting, centralized services or national brand marketing.)

Stop Gap Provision:

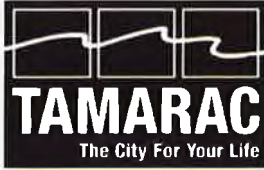
In the event Revenues do not exceed Expenses in an amount greater than \$150,000 in the aggregate after year Three, BCG shall credit such amount the remaining twenty-four months of the Management Agreement or the City may terminate the Management Agreement after such determination is made in accordance with the terms of the Management Agreement, giving BCG 90-days written notice.

**Management
Incentive:**

15% of the Improvement in Net Operating Income in excess of an agreed upon threshold.



5. FORMS



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321

"Committed to Excellence...Always"

ADDENDUM NO. 1
REQUEST FOR PROPOSAL
13-25R GOLF COURSE OPERATIONS SERVICES

DATE OF ADDENDUM: SEPTEMBER 19, 2013

TO ALL PROSPECTIVE PROPOSERS:

The following clarifications are hereby made part of the Contract Documents for REQUEST FOR PROPOSAL #13-25R for GOLF COURSE OPERATIONS SERVICES.

1. Question: "Can the City provide all financials associated with the golf course operations for last three years?"

Answer: The City has owned the golf course property for a short time, and only has one (1) year of financial information available to us. Please find the Sandtrap Management Profit and Loss Statement for 2012 attached to this Addendum.

2. Question: "Who may we contact to inspect the golf courses?"

Answer: Contact Mr. John Engwiller, Operations Manager, Department of Public Services, Public Works Division at (954) 597-3727, john.engwiller@tamarac.org to make arrangements to view the property and the clubhouse.

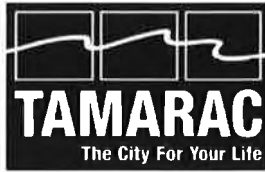
All other terms, conditions and specifications remain unchanged for RFP 13-25R. Please acknowledge receipt of this Addendum No. 1, by returning it and/or acknowledging it in your proposal.

Sincerely,

Keith K. Glatz, CPPO, FCPM
Purchasing & Contracts Manager

COMPANY: Billy Casper Golf, LLC NAME: 

Attachment



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321

"Committed to Excellence...Always"

ADDENDUM NO. 2
REQUEST FOR PROPOSAL
13-25R GOLF COURSE OPERATIONS SERVICES

DATE OF ADDENDUM: SEPTEMBER 23, 2013

TO ALL PROSPECTIVE PROPOSERS:

The following clarifications are hereby made part of the Contract Documents for REQUEST FOR PROPOSAL #13-25R for GOLF COURSE OPERATIONS SERVICES.

1. Question: "Is an inventory of Clubhouse Assets available? (Point of Sale (POS) system, phone system, tables, chairs, kitchen equipment, etc.)?"

Answer: The Inventory list is attached. Items marked leased are no longer on site as they were leased by the previous contractor except for the two (2) Dishwashers that are still on site.

2. Question: "Is an inventory of Clubhouse Assets available? (Point of Sale (POS) system, phone system, tables, chairs, kitchen equipment, etc.)?"

Answer: The Inventory for small equipment is attached. (See number 1). There are no mowers or other golf maintenance equipment owned by the City, other than what may be shown on the attached inventory of small equipment.

3. Question: "Who is currently providing maintenance for the courses? (contract term, costs)?"

*Answer: Professional Turf Maintenance (PTM) is currently maintaining the facility on a short term basis only – maintaining course between operators.
See terms following:*

Mowing Thirty Six (36) holes of Golf Course To the Following Schedule at a cost per week of \$4,986.50 per week.

- | | |
|--------------------------------------|-----------------------|
| • Mowing Greens & Putting Greens: | Four (4) Times Weekly |
| • Mowing Tees, Collars & Approaches: | Two (2) Times Weekly |
| • Mowing Fairways: | Two (2) Times Weekly |
| • Mowing Roughs: | One (1) Time Weekly |

Fertilizer/Weed Killer extra and other incidentals have not yet been determined. Additionally, the firm is performing weed-eating around lakes, etc. for \$1,100 every two weeks.

4. Question: "Is there a golf cart fleet inventory? (owned, leased, term)?"

Answer: There is no golf cart fleet inventory.

5. Question: "Who can sub-contractors contact regarding this proposal.

Answer: A plan holders list dated September 23, 2013 has been published at <http://www.tamarac.org/bids.aspx?bidID=54>.

6. Question: "Is there an opportunity to tour the facility prior to the Deadline for Receipt for Proposals on October 1, 2013?"

Answer: Please contact Mr. John Engwiller, Operations Manager, Public Services Department, Public Works Division at (954) 597-3727, john.engwiller@tamarac.org to schedule a tour of the facility.

7. Question: "Item 2.1 MINIMUM QUALIFICATIONS (d) – is this a requirement at the time of Deadline for Receipt for Proposals?"

Answer: Yes, resource and financial information must be provided along with your proposal response.

8. Question: "Item 2.1 MINIMUM QUALIFICATIONS (i) - Are there plans to construct new greens or re-grow the golf course?"

Answer: We don't have any specific plans to re-grow the course, that the proposer may make any recommendations of this nature if they feel that this is necessary. The purpose of this requirement is to require proposers to provide the City with back-up data to validate their level of experience with golf course grow-in programs, and to establish a minimum acceptable level of experience.

9. Question: "4. Item 2.1 MINIMUM QUALIFICATIONS (f) – is this a requirement prior to starting work or at the time of Deadline for Receipt for Proposals?"

Answer: Proof of having these Foodservice related Licenses must be submitted along with the proposal response.

All other terms, conditions and specifications remain unchanged for RFP 13-25R. Please acknowledge receipt of this Addendum No. 2, by returning it and/or acknowledging it in your proposal.

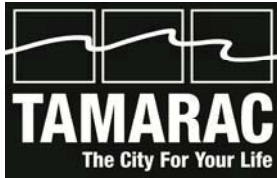
Sincerely,



Keith K. Glatz, CPPO, FCPM
Purchasing & Contracts Manager

COMPANY: Billy Casper Golf, LLC NAME: 

Attachment



CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321

"Committed to Excellence...Always"

ADDENDUM NO. 3
REQUEST FOR PROPOSAL
13-25R GOLF COURSE OPERATIONS SERVICES

DATE OF ADDENDUM: SEPTEMBER 30, 2013

TO ALL PROSPECTIVE PROPOSERS:

The following clarifications are hereby made part of the Contract Documents for REQUEST FOR PROPOSAL #13-25R for GOLF COURSE OPERATIONS SERVICES.

As a means of helping you to prepare your final response for tomorrow's RFP, please find attached a Questionnaire/Checklist that we would like you to submit along with your formal submittal. This will not be mandatory, but is **HIGHLY RECOMMENDED**. A fillable PDF version is attached.

All other terms, conditions and specifications remain unchanged for RFP 13-25R. Please acknowledge receipt of this Addendum No. 3, by returning it and/or acknowledging by submitting the questionnaire/checklist along with your proposal.

Sincerely,

Keith K. Glatz, CPPO, FCPM
Purchasing & Contracts Manager

COMPANY: Billy Casper Golf, LLC NAME: Peter M. Hill

Attachment

Questionnaire and Checklist -- RFP 13-25R -- Golf Course Operations

Proposer

PROPOSER NAME: Billy Casper Golf, LLC

1. Do you plan to propose Option 1 -Assume current lease; Option 2 - propose a new lease; or option 3, full service management? **Option 3, Full Service Management with provision for a "Stop Gap"**

2. Do you wish to propose any alternative operation method? If yes, please explain. **BCG feels the Full Service Management with the Stop Gap provides the City the best option**

3. Please summarize the financial terms proposed -- i.e. payments you will make to the City, payments the City will make to you, revenue sharing recommendations, etc. **BCG has provided a "Stop Gap" provision providing the City \$150,000 in guaranteed income in the first three years**

5. Are you proposing to operate all aspects of the operation, including the golf course, the clubhouse, the restaurants and the pro-shop? **Yes**

6. If you answered no to question 5, do you plan to sub-contract any of these functions, and if so, please state the name of the sub-contractor(s). **NA**

7. Have you visited and inspected the property **Yes**

8. Does your firm have the required minimum 5 years of experience providing golf course professional service operations for an 18-hole golf facility with restaurant and bar operations and golf course maintenance? **Yes**

9. **Reminder:** Did you provide proof of operations of at least 5 active courses and reference information? **Yes**

10. How many staff do you propose to devote the following: 1. Golf course operations & maintenance, 2. Restaurant & bar operations, 3. Pro Shop operations, and 4. Administration.

- 1. Golf- 6-10 with a Head Professional and Asst. Professional
- 2. Golf Course Maintenance- 12-15 with Superintendent, Asst. Mechanic and Irrigation Tech.
- 3. Restaurant & Bar- 12-18 including Chef, F&B Manager, and Sous Chef.
- 4. Administration- 2-4 Including General Manager, Maintenance and Housekeeping

11. **Reminder:** Did you provide a detailed Business Plan regarding the types of golf course development programs you recommend for Colony West? **Yes**

Questionnaire and Checklist -- RFP 13-25R -- Golf Course Operations

12. **Reminder:** Did you provide your financial statements to validate that your firm has sufficient resources and capabilities to manage and operate this course on a sustained basis? Yes

13. **Reminder:** Did you provide written evidence (copies of current licenses, etc., that show that your firm or a principal in the firm will be licensed for Food and Beverage operations as required by INFORMATION & SCOPE OF WORK Section 2.1 f of the proposal? Yes

14. **Reminder:** Did you provide written evidence or references that your firm has golf course grow-in experience at minimum of one 18-hole golf course, or a minimum of 2 large golf course renovation projects that included at a minimum the renovation of 18 greens at a regulation golf course within the past five years? Yes

15. **Reminder:** Did you provide written evidence (licenses, certifications) that shown that your firm or a principal is licensed to contract the scope of work with the following: Ornamental Pest Control License and Landscape Architect's License Yes

PREFERENCES FOR LEASE OR MANAGEMENT

16. 5 Years of Golf Course Management experience that includes all aspects of a golf course including maintenance, foodservice, bar service and pro-shop operations. Yes

17. How many years have you provided this type of service? 24

18. **Reminder:** Did you provide 5 references that can describe your previous performance? Yes

19. **Reminder:** Did you provide a listing & description of golf courses operated by your firm as required in INFORMATION & SCOPE OF WORK Section 2.4 d? Yes

Questionnaire and Checklist -- RFP 13-25R -- Golf Course Operations

20. **Reminder:** Did you include a legal history of your firm including all information requested in INFORMATION & SCOPE OF WORK Section 2.4e? Yes

21. **Reminder:** Did you include a complete list of any current subcontractors or lessees or list your intent to subcontract, if known? Yes

INSURANCE: Provide proof of coverage as follows:

22. Commercial General Liability \$1M occ. \$2M agg. See attached Certificate of Insurance

23. Directors & Officers Errors & Omissions: \$1M Occ. and \$2M Agg.

24. Auto Liability: \$1M Occ., \$2M Agg.

25. Workers Comp: Statutory

26. Liquor Liability: \$1M Occ., \$2M Agg.

27. Storage Tank Liability (if required): \$1M occ. & agg.

Pollution Liability: \$1M occ., \$2M agg.

28. Flood Insurance: Replacement Cost Bldg Value

29. Contractor's Equipment: Replacement Cost

30. Property Insurance: Replacement Cost Bldg. Value

31. Boiler & Machinery: Replacement Cost Value

32. Contents: Replacement Cost Value

33. Employer's Liability: \$500,000 Bodily Injury by Accident, Bodily Injury by Disease, Bodily Injury by Disease Limit

34. City will be named as Additional Insured & Certificate Holder

CAPITAL IMPROVEMENT PLAN & CAPITAL CONTRIBUTIONS

35. Reminder: Did you include your proposed capital improvement plan? Yes

36. What are your proposed capital contributions? After year three a minimum of 2% gross revenue

Questionnaire and Checklist -- RFP 13-25R -- Golf Course Operations

BID INSTRUCTIONS/CERTIFICATIONS -- Did you remember to include the following?

37. Reminder: Did you acknowledge all required Addendums?	Yes
--	-----


38. Reminder: Did you provide 1 original, 4 copies and 1 electronic version of your proposal?	Yes
--	-----

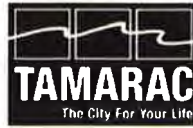
39. Reminder: Did you sign & include the PROPOSER CERTIFICATION form?	Yes
--	-----

40. Reminder: Did you sign and have a notary attest to the NON-CONCLUSIVE AFFIDAVIT & the ACKNOWLEDGEMENT form?	Yes
--	-----

41. Reminder: Did you sign the VENDOR DRUG-FREE WORKPLACE form?	Yes
--	-----

Please see below an outline of BCG's insurance coverage for each BCG facility.

 Billy Casper Golf, Inc. <i>Schedule of Insurance</i> January 1, 2013 - January 1, 2014		
Property, Policy Number: 35891360 Insurance Carrier: Chubb		
Coverage	Limits	Deductibles
Building	\$25,000,000 Primary - Any One Occurrence subject to the following Sub-limits	\$2,500
Personal Property	Included in Above Policy Limit	\$2,500
Carts & Equipment	Included in Above Policy Limit	\$500
Business Income/Extra Expense	Included in Above Policy Limit	24 Hour Waiting Period
Golf Course Property - Tees, Greens and Fairways	\$2,500,000 Per Location	\$2,500
Trees, Shrubs and Plants on course	\$5,000 Per Tree/Shrub/Plant	\$2,500 - All Other Courses
Damage to Dams, Dikes and Retaining Walls for Property Damage	\$250,000 Per Occurrence Including Debris Removal	\$25,000 - High Hazard Locations
	Included in Real and Personal Property	\$2,500
Windstorm	Included in Above Policy Limit	Tier 1: 5% per Unit Subject to \$500,000 Minimum Tier 2: 2% per Unit Subject to \$250,000 Minimum Hail/Tornado: \$100,000 per occurrence
Earthquake	CA, HI and AK Only: \$2,500,000 Occurrence \$2,500,000 Aggregate All Other Zones: \$5,000,000 Occurrence \$5,000,000 Aggregate Flood Zones A and V: \$2,500,000 Occurrence \$2,500,000 Aggregate All Other Flood Zones: \$5,000,000 Occurrence \$5,000,000 Aggregate	CA, HI and AK Only: 5% per Unit Subject to \$500,000 Minimum Pacific Northwest & New Madrid: 3% per Unit Subject to \$100,000 Minimum All Other Zones: \$100,000
Flood	Flood Zones A and V: \$2,500,000 Occurrence \$2,500,000 Aggregate All Other Flood Zones: \$5,000,000 Occurrence \$5,000,000 Aggregate	Flood Zones A and V: 5% of TIV Subject to \$500,000 Minimum for locations wholly or partially within flood zones A and V as defined by FEMA. All Other Flood Zones: \$50,000
Excess Property, Policy Number: LHD374456 Insurance Carrier: RSUI		
Building	\$75,000,000 Excess of \$25,000,000	Per Primary Coverage
Personal Property	\$75,000,000 Excess of \$25,000,000	Per Primary Coverage
Business Income/Extra Expense (including Rental Value)	\$75,000,000 Excess of \$25,000,000	Per Primary Coverage
General Liability, Policy Number: 3594-17-30 Insurance Carrier: Chubb		
General Aggregate	\$15,000,000	\$0
Products - Completed Operations Aggregate	\$2,000,000	\$0
Each Occurrence	\$1,000,000	\$0
Personal & Advertising Injury Liability	\$1,000,000	\$0
Damage to Premises Rented by You	\$100,000	\$0
Medical Expenses	\$10,000	\$0
Liquor Liability	\$1,000,000 Each Incident \$2,000,000 Aggregate	\$1,000
Employee Benefits Liability	\$1,000,000 Each Employee \$1,000,000 Aggregate	\$1,000
Automobile, Policy Number 70215985 AOS, 70215986 HI only, 70215994 VA only Insurance Carrier: Chubb		
Auto Liability	\$1,000,000	\$0
Uninsured Motorists	\$1,000,000	\$0
Underinsured Motorists	\$1,000,000	\$0
Medical Payments	\$10,000	\$0
Comprehensive Physical Damage	Actual Cash Value	\$500
Collision Physical Damage	Actual Cash Value	\$500
Workers Compensation, Policy Number 71715540 Insurance Carrier: Chubb		
Workers Compensation	Statutory	\$0
Employers Liability:		
Bodily Injury by Accident - Each Accident	\$1,000,000	
Bodily Injury by Disease - Policy Limit	\$1,000,000	
Bodily Injury by Disease - Each Employee	\$1,000,000	
Umbrella Liability, Policy Number: BE019070442 Insurance Carrier: Chartis		
Per Occurrence Limit	Per Terms of Management Agreement	\$0
Aggregate Limit		\$0
Excess Liability, Policy Number: SHX00032003014 Insurance Carrier: Fireman's Fund		
Per Occurrence Limit	Per Terms of Management Agreement	\$0
Aggregate Limit		\$0
Pollution Legal Liability, Policy Number 899301 Insurance Carrier: Ironshore		
Each Incident	\$2,000,000 Per Incident / Per Aggregate	\$25,000
Coverage Aggregate	\$16,000,000 Per Policy Aggregate	
Policy Aggregate		
Crime, Policy Number 82094018 Insurance Carrier: Chubb		
Employee Theft	\$2,000,000	\$15,000
Premises Coverage	\$2,000,000	\$15,000
In Transit	\$2,000,000	\$15,000
Forgery or Alteration	\$2,000,000	\$15,000
Money Order & Counterfeit Fraud	\$2,000,000	\$15,000
Credit Card Fraud	\$2,000,000	\$15,000
Client Coverage	\$2,000,000	\$15,000
Computer and Funds Transfer Fraud	\$2,000,000	\$15,000
Expense	\$250,000	\$15,000
Directors & Officers, Employment Practices & Fiduciary, Policy Number: DONG25033267002 Insurance Carrier: Ace		
Employment Practices Liability	\$5,000,000	\$75,000 - EPL \$100,000 - Third Party Only
Fiduciary Liability	\$5,000,000	\$0
Special Crime, Policy Number: 11362020 Insurance Carrier: Chartis		
Each Loss - Ransom Monies	\$2,000,000	\$0
Each Loss - In Transit/Delivery	\$2,000,000	\$0
Consulting Expenses	Unlimited	\$0
Professional Liability Policy Number: ECN000052991301 Insurance Carrier: AXIS Surplus Insurance Company *Non-Admitted		
Each Claim Limit	\$3,000,000	\$25,000
Aggregate Limit of Liability	\$3,000,000	\$10,000 - Buff Comm Only
NOTE: This is a summary of your program only. For detailed explanation of terms and conditions, please refer to your policies or contact Wells Fargo Insurance Services		



REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name	Billy Casper Golf, LLC
Address	8300 Boone Blvd. Ste. 350
City State Zip	Vienna, VA 22182
Phone/Fax	703-761-1444
E-mail	dwhite@billycaspergolf.com - Contact Douglas White

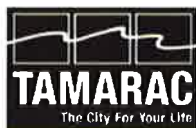
Agency/Firm Name:	PLEASE SEE RESPONSE - REFERENCES
Address	
City State Zip	
Phone/Fax	
Contact Name	

Agency/Firm Name:	
Address	
City State Zip	
Phone/Fax	
Contact Name	

Agency/Firm Name:	
Address	
City State Zip	
Phone/Fax	
Contact Name	

Agency/Firm Name:	
Address	
City State Zip	
Phone/Fax	
Contact Name	

Agency/Firm Name:	
Address	
City State Zip	
Phone/Fax	
Contact Name	

**PROPOSER CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request for Proposal. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposals. Additionally, by signature on this proposal, we (I) acknowledge that all information provided herein in response to this proposal is true and accurate.

Indicate which type of organization below:

INDIVIDUAL ☐PARTNERSHIP ☐CORPORATION ☐OTHER ☒

If "Other", Explain: Limited Liability Company

Peter M. Hill
Authorized Signature

Billy Casper Golf, LLC
Company Name

Peter M. Hill
Typed/Printed Name

8300 Boone Blvd. Ste. 350
Address

703-761-1444
Telephone

Vienna, VA 22182
City, State, ZIP

703-893-3504
Fax

86-1092316
Federal Tax ID Number

Contact: dwhite@billycaspergolf.com (VP Business Development)
Email address for above signer (if any)

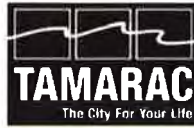
The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

☐ Yes

☒ No

NO BID INDICATION (IF "NO BID" IS OFFERED):

Please indicate reason(s) why a Proposal is not being submitted at this time.

**VENDOR DRUG-FREE WORKPLACE**

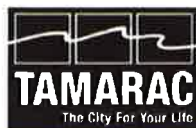
Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE PROPOSALS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Billy Casper Golf, LLC
Company Name

**NON-COLLUSIVE AFFIDAVIT**State of Virginia)

)ss.

County of Fairfax)

Peter M. Hill being first duly sworn,
deposes and says that:

1. He/she is the Chairman & CEO, (Owner, Partner, Officer, Representative or Agent) of Billy Casper Golf, LLC, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

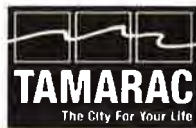
By

Peter M. Hill

Printed Name

Chairman & CEO

Title



ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT

State of Florida **Virginia**

County of **Fairfax**

On this the **27th** day of **September**, 20**13**, before me, the undersigned Notary Public of the State of Florida, personally appeared

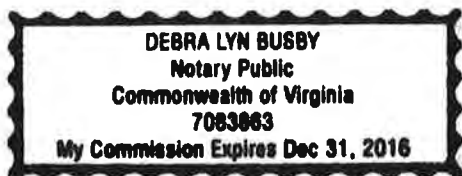
Peter M. Hill and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:



NOTARY PUBLIC, STATE OF ~~FLORIDA~~
Virginia

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☒ DID NOT take an oath



APPENDIX

APPENDIX A - FINANCIAL PROJECTIONS

APPENDIX B - SAMPLE MYSTERY SHOP

APPENDIX C - AGRONOMIC PLAN - ("Course Standards Outline")

APPENDIX D - DRAFT MARKETING PLAN

A - FINANCIAL PROJECTIONS

ANNUAL SUMMARY ANALYSIS

Colony West Golf Club

9/27/2013

YEAR	ROUNDS	n/a	57,000	60,420	62,837	64,094	65,375
		2012	1	2	3	4	5
			2014	2015	2016	2017	2018
REVENUES							
Greens Fees	\$	1,436,136	\$ 1,052,850	\$ 1,127,181	\$ 1,183,991	\$ 1,219,748	\$ 1,256,584
Cart Fees	\$	-	\$ 534,180	\$ 571,893	\$ 600,717	\$ 618,858	\$ 637,548
Pro Shop Sales	\$	54,612	\$ 57,000	\$ 61,024	\$ 64,100	\$ 66,036	\$ 68,030
Food (Food & Soft Drinks)	\$	444,165	\$ 524,400	\$ 561,423	\$ 589,719	\$ 607,528	\$ 625,875
Beverages (Alcohol)	\$	418,371	\$ 364,000	\$ 389,698	\$ 409,339	\$ 421,701	\$ 434,437
Other Food & Beverage Revenue	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
Other Golf Revenues	\$	21,270	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Income	\$	52,615	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$	2,427,169	\$ 2,532,430	\$ 2,711,220	\$ 2,847,866	\$ 2,933,871	\$ 3,022,474
Growth over 2012			4%	12%	17%	21%	26%
COST OF SALES							
COGS - Pro Shop Merch	\$	34,128	\$ 38,760	\$ 41,496	\$ 43,588	\$ 44,904	\$ 46,260
COGS - Food (food and soft drinks)	\$	206,576	\$ 161,208	\$ 172,589	\$ 181,288	\$ 186,763	\$ 192,403
COGS - Beverage (alcohol)	\$	142,457	\$ 97,312	\$ 104,182	\$ 109,433	\$ 112,738	\$ 116,143
TOTAL COST OF SALES	\$	383,161	\$ 297,280	\$ 318,268	\$ 334,309	\$ 344,405	\$ 354,806
GROSS INCOME	\$	2,044,008	\$ 2,235,150	\$ 2,392,952	\$ 2,513,557	\$ 2,589,466	\$ 2,667,668
LABOR							
Golf Operations Labor	\$	44,215	\$ 126,040	\$ 128,561	\$ 131,132	\$ 133,755	\$ 136,430
General and Administrative Labor	\$	202,402	\$ 135,800	\$ 138,516	\$ 141,286	\$ 144,112	\$ 146,994
Golf Course Maintenance Labor	\$	396,167	\$ 384,757	\$ 392,452	\$ 400,301	\$ 408,307	\$ 416,473
Food and Beverage Labor	\$	290,530	\$ 323,968	\$ 330,447	\$ 337,056	\$ 343,797	\$ 350,673
Pool/Fitness & Tennis Labor	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
Sales and Marketing Labor	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
Total Direct Labor	\$	933,314	\$ 970,564	\$ 989,975	\$ 1,009,775	\$ 1,029,970	\$ 1,050,570
Total Payroll Taxes	\$	67,024	\$ 98,998	\$ 100,977	\$ 102,997	\$ 105,057	\$ 107,158
Total Medical/Health Benefits	\$	48,495	\$ 51,888	\$ 52,926	\$ 53,984	\$ 55,064	\$ 56,165
Insurance - Workers Comj	\$	16,000	\$ 22,323	\$ 22,769	\$ 23,225	\$ 23,689	\$ 24,163
TOTAL LABOR	\$	1,064,833	\$ 1,143,773	\$ 1,166,648	\$ 1,189,981	\$ 1,213,781	\$ 1,238,056
Labor as % of Revenue		44%	45%	43%	42%	41%	41%
OTHER OPERATIONAL EXPENSES							
Golf Operations Expense	\$	2,248	\$ 12,000	\$ 12,240	\$ 12,485	\$ 12,734	\$ 12,989
General & Administrative Expense (includes BCG M	\$	242,626	\$ 302,082	\$ 308,124	\$ 314,286	\$ 320,572	\$ 326,984
Golf Course Maintenance Expense	\$	411,678	\$ 358,835	\$ 366,012	\$ 373,332	\$ 380,799	\$ 388,415
Food and Beverage Expense	\$	57,906	\$ 54,450	\$ 55,539	\$ 56,650	\$ 57,783	\$ 58,938
Pool / Fitness & Tennis Expense	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
Sales and Marketing Expense	\$	37,718	\$ 44,400	\$ 45,288	\$ 46,194	\$ 47,118	\$ 48,060
Golf Cart Lease	\$	69,260	\$ 93,000	\$ 93,000	\$ 93,000	\$ 93,000	\$ 93,000
New Equipment Leases	\$	20,268	\$ 136,800	\$ 139,536	\$ 139,536	\$ 139,536	\$ 139,536
Taxes - Real Estate	\$	62,622	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance - P and C	\$	117,950	\$ 120,000	\$ 122,400	\$ 124,848	\$ 127,345	\$ 129,892
TOTAL OTHER OPERATIONAL EXPENSES	\$	1,022,276	\$ 1,121,587	\$ 1,142,139	\$ 1,160,331	\$ 1,178,887	\$ 1,197,814
TOTAL EXPENSES	\$	2,087,109	\$ 2,265,340	\$ 2,308,787	\$ 2,350,312	\$ 2,392,667	\$ 2,435,870
EBITDAR	\$	(43,101)	\$ (30,190)	\$ 84,165	\$ 163,245	\$ 196,799	\$ 231,798

Colony West Country Club
Tamarac, FL

BILLY CASPER
GOLF

CLUB SUMMARY

ROUNDS	5,850	5,750	5,750	5,350	3,650	3,500	3,400	3,600	3,500	5,400	5,475	5,475	57,800
	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	TOTAL
REVENUES													
Greens Fees	\$ 129,200	\$ 129,200	\$ 128,200	\$ 118,400	\$ 63,000	\$ 44,800	\$ 42,000	\$ 37,950	\$ 37,950	\$ 105,100	\$ 108,475	\$ 108,475	\$ 1,052,850
Cart Fees	\$ 54,095	\$ 53,215	\$ 53,215	\$ 49,735	\$ 37,555	\$ 33,640	\$ 32,770	\$ 34,510	\$ 33,640	\$ 50,170	\$ 50,823	\$ 50,823	\$ 534,180
Catering	-	-	-	-	-	-	-	-	-	-	-	-	-
Clubhouse Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Pro Shop Sales	\$ 5,850	\$ 5,750	\$ 5,750	\$ 4,750	\$ 3,500	\$ 3,500	\$ 3,400	\$ 3,600	\$ 3,500	\$ 5,400	\$ 5,475	\$ 5,475	\$ 57,000
Food (Food & Soft Drinks)	\$ 49,550	\$ 48,250	\$ 49,050	\$ 47,150	\$ 37,500	\$ 35,000	\$ 34,000	\$ 36,000	\$ 35,000	\$ 44,500	\$ 48,075	\$ 48,075	\$ 524,400
Beverages (Alcohol)	\$ 33,600	\$ 31,800	\$ 38,250	\$ 36,250	\$ 27,650	\$ 19,800	\$ 21,900	\$ 22,500	\$ 19,800	\$ 34,500	\$ 37,675	\$ 40,075	\$ 384,000
Other Food & Beverage Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Golf Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-
Clinic / School Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues Income - Monthly Dues	-	-	-	-	-	-	-	-	-	-	-	-	-
Initiation Fee Income / Annual Membership Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Amenities Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE	\$ 272,285	\$ 266,015	\$ 274,465	\$ 256,785	\$ 169,405	\$ 136,840	\$ 138,770	\$ 138,260	\$ 129,890	\$ 240,070	\$ 251,523	\$ 258,123	\$ 2,632,430
COST OF SALES													
COGS - Pro Shop Merch	\$ 3,978	\$ 3,910	\$ 3,910	\$ 3,538	\$ 2,586	\$ 2,380	\$ 2,312	\$ 2,448	\$ 2,380	\$ 3,672	\$ 3,723	\$ 3,723	\$ 38,780
COGS - Food (food and soft drinks)	\$ 15,277	\$ 14,279	\$ 15,119	\$ 14,487	\$ 11,435	\$ 10,724	\$ 11,826	\$ 12,482	\$ 11,435	\$ 13,500	\$ 15,100	\$ 15,100	\$ 151,800
COGS - Beverage (alcohol)	\$ 9,018	\$ 8,508	\$ 10,320	\$ 9,760	\$ 7,400	\$ 5,202	\$ 5,718	\$ 5,896	\$ 5,202	\$ 9,430	\$ 10,135	\$ 10,735	\$ 97,312
TOTAL COST OF SALES	\$ 28,273	\$ 26,695	\$ 29,349	\$ 27,865	\$ 21,521	\$ 18,306	\$ 19,856	\$ 20,476	\$ 18,306	\$ 26,602	\$ 28,963	\$ 30,623	\$ 297,200
GROSS INCOME	\$ 244,012	\$ 239,320	\$ 245,116	\$ 228,900	\$ 147,884	\$ 118,534	\$ 118,914	\$ 117,784	\$ 111,584	\$ 213,242	\$ 222,560	\$ 227,300	\$ 2,335,150
LABOR													
Golf Operations Labor	\$ 11,016	\$ 9,950	\$ 11,016	\$ 10,860	\$ 9,156	\$ 8,860	\$ 9,156	\$ 9,156	\$ 8,860	\$ 12,878	\$ 12,460	\$ 12,878	\$ 126,040
General and Administrative Labor	\$ 10,515	\$ 9,487	\$ 10,515	\$ 10,175	\$ 10,515	\$ 10,175	\$ 10,515	\$ 10,515	\$ 10,175	\$ 10,515	\$ 10,175	\$ 10,515	\$ 135,600
Golf Course Maintenance Labor	\$ 32,678	\$ 29,516	\$ 32,678	\$ 31,624	\$ 32,678	\$ 31,624	\$ 32,678	\$ 32,678	\$ 31,624	\$ 32,678	\$ 31,624	\$ 32,678	\$ 384,787
Food and Beverage Labor	\$ 28,250	\$ 25,413	\$ 28,250	\$ 27,378	\$ 61,278	\$ 19,808	\$ 20,765	\$ 20,765	\$ 19,808	\$ 23,845	\$ 23,438	\$ 24,870	\$ 323,968
Amenities Labor	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Events Labor	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Direct Labor	\$ 82,459	\$ 74,375	\$ 82,459	\$ 79,537	\$ 113,626	\$ 70,487	\$ 73,113	\$ 73,113	\$ 70,487	\$ 78,613	\$ 77,867	\$ 83,238	\$ 970,544
Total Payroll Taxes	\$ 8,411	\$ 7,566	\$ 8,411	\$ 8,143	\$ 11,580	\$ 7,188	\$ 7,468	\$ 7,468	\$ 7,188	\$ 8,151	\$ 7,925	\$ 8,490	\$ 99,988
Total Medical/Health Benefits	\$ 4,324	\$ 4,324	\$ 4,324	\$ 4,324	\$ 4,324	\$ 4,324	\$ 4,324	\$ 4,324	\$ 4,324	\$ 4,324	\$ 4,324	\$ 4,324	\$ 51,888
Insurance - Workers Comp	\$ 1,860	\$ 1,860	\$ 1,860	\$ 1,860	\$ 1,860	\$ 1,860	\$ 1,860	\$ 1,860	\$ 1,860	\$ 1,860	\$ 1,860	\$ 1,860	\$ 22,323
Total Labor Burden	\$ 14,595	\$ 13,771	\$ 14,595	\$ 14,328	\$ 17,774	\$ 13,372	\$ 13,642	\$ 13,642	\$ 13,372	\$ 14,335	\$ 14,109	\$ 15,674	\$ 173,209
TOTAL LABOR EXPENSE	\$ 97,053	\$ 88,146	\$ 97,053	\$ 94,165	\$ 131,400	\$ 83,839	\$ 86,755	\$ 86,755	\$ 83,839	\$ 94,249	\$ 91,807	\$ 108,712	\$ 1,143,773
OTHER OPERATIONAL EXPENSES													
Golf Operations Expense	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 12,000
General & Administrative Expense	\$ 26,424	\$ 28,403	\$ 26,378	\$ 26,053	\$ 24,387	\$ 23,858	\$ 23,765	\$ 23,709	\$ 23,697	\$ 25,737	\$ 25,836	\$ 25,836	\$ 302,062
Golf Course Maintenance Expense	\$ 20,375	\$ 25,475	\$ 43,050	\$ 22,825	\$ 21,775	\$ 26,000	\$ 28,675	\$ 20,225	\$ 69,475	\$ 39,550	\$ 27,135	\$ 13,875	\$ 368,635
Food and Beverage Expense	\$ 2,900	\$ 5,350	\$ 5,350	\$ 4,550	\$ 4,250	\$ 4,250	\$ 4,250	\$ 4,250	\$ 4,550	\$ 4,650	\$ 4,650	\$ 5,250	\$ 54,450
Amenities Expense	\$ 3,700	\$ 3,700	\$ 3,700	\$ 3,700	\$ 3,700	\$ 3,700	\$ 3,700	\$ 3,700	\$ 3,700	\$ 3,700	\$ 3,700	\$ 3,700	\$ 44,400
Insurance - Building Expense	\$ 7,750	\$ 7,750	\$ 7,750	\$ 7,750	\$ 7,750	\$ 7,750	\$ 7,750	\$ 7,750	\$ 7,750	\$ 7,750	\$ 7,750	\$ 7,750	\$ 93,000
Golf Cart Lease	\$ 11,400	\$ 11,400	\$ 11,400	\$ 11,400	\$ 11,400	\$ 11,400	\$ 11,400	\$ 11,400	\$ 11,400	\$ 11,400	\$ 11,400	\$ 11,400	\$ 138,600
Equipment Leases	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxes - Real Estate (owned by City)	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance - Jan 12 Months Equal	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 120,000
TOTAL OTHER OPERATIONAL EXPENSES	\$ 83,540	\$ 92,078	\$ 108,828	\$ 97,378	\$ 84,272	\$ 87,956	\$ 90,740	\$ 82,034	\$ 130,562	\$ 103,787	\$ 91,471	\$ 78,911	\$ 1,121,567
TOTAL EXPENSES	\$ 180,602	\$ 180,223	\$ 205,881	\$ 181,543	\$ 215,672	\$ 171,797	\$ 177,495	\$ 168,789	\$ 214,401	\$ 198,036	\$ 183,278	\$ 187,623	\$ 2,285,340
EBITDAR / OPERATING INCOME	\$ 63,410	\$ 59,097	\$ 39,235	\$ 47,357	\$ (67,788)	\$ (53,263)	\$ (58,581)	\$ (51,005)	\$ (102,817)	\$ 15,206	\$ 39,282	\$ 39,677	\$ (30,190)

68.0%
30.7%
26.7%

B - SAMPLE MYSTERY SHOP

**Billy Casper Golf: On Site Evaluation
Survey
09-03-13**

The Claw at USF
13801 N 46st St
Tampa FL US 33613

Location: BCG85

Regions: Southeast

Region: Southeast

100% : Overall Score (39/39)
100%: Phone Reservation (3/3)
100%: Check-In/Golf Shop (16/16)
100%: Food & Beverage (F&B) (8/8)
100%: Overall Facility Appearance (8/8)
100%: Overall Guest Satisfaction (4/4)
Location Avg Y2013 (7 evaluations): 92.71%
Survey Avg Y2013 (805 evaluations): 89.82%



**BILLY CASPER
GOLF**

Question	Score	Answer
Date evaluation performed:		9/3/2013
Day Played:		Tuesday
Scheduled Tee Time:		1:05 PM
Time of Check-In at Pro Shop:		12:50 PM
Actual Starting Time:		1:05 PM
Time Walked Off 9th Green:		2:35 PM
Time Teed Off 10th Tee:		2:45 PM
Time Walked Off 18th Green:		3:58 PM
Have you ever played this course before?		Yes
How many in your party?		2

NOTE: YOU MUST TOUCH UPON EACH QUESTION (1-73) IN ITS RESPECTIVE NARRATIVE. IF YOU DO NOT TOUCH UPON EVERY QUESTION IN ITS RESPECTIVE, YOUR EVALUATION WILL BE SENT BACK TO YOU FOR UPDATES.

Did you interact with a Starter during your visit?		No
Was there a Beverage Cart on the course during your visit?		No
If no, were you informed of this before you teed off?	1/1	Yes
Was there a Course Advisor/Marshal/Ranger on the course during your visit?		No
If no, were you informed of this before you teed off?	1/1	Yes
Did you interact with a Food and Beverage employee in the clubhouse during your visit?		Yes
Did you encounter any course maintenance employees on the course during your visit?		No
Was there a Cart Return employee at the end of your visit?		No

**PHONE RESERVATION
100% (3/3)**

Question	Score	Answer
Date of Call:		9/2/2013
Time of Call:		11:25 AM
Employee Name:		John
Confirmation Number: (Obtain from confirmation email or via phone, if provided)		316218090
1. How long (in min/sec) did it take for you to speak to a live person after the first ring?		01:45 min:sec
2. What was the greeting used?		

"Thank you for calling The Claw at USF, a Billy Casper Golf course. This is John. How can I help you?"

3. Did the employee request your email address, confirm your email address, OR did you receive a confirmation via email?	1/1	Yes
4. Did the employee confirm the time, date, and number of players in your tee time?	1/1	Yes
5. Did the employee thank you for calling or offer a positive parting remark?	1/1	Yes

Please describe specific behaviors that convey the employee's interaction with you. (Tone of voice, tempo of conversation and smile in voice.) Please elaborate on any questions answered "No".

I called the location at 11:25 AM on September 2. My call was answered by John after a wait time of less than two minutes. He answered the phone by saying, "Thank you for calling The Claw at USF, a Billy Casper Golf course. This is John. How can I help you?" John spoke in a pleasant tone, led the conversation in a friendly manner, and appeared to be enjoying his job. After I selected my tee time, John confirmed my email address along with the date and time of my tee time. In closing he said, "Thanks for calling The Claw. We will send you an email confirmation."

CHECK-IN/GOLF SHOP

100% (16/16)

Employee Name or Description:		Nick
6. Were you greeted in a friendly & professional manner (with eye contact and a smile) when you approached the golf shop counter?	2/2	Yes
7. What was the greeting used?		"Good afternoon, sir. How can I help you?"
8. Was the golf shop employee wearing a wrinkle-free uniform including name tag?	1/1	Yes
9. If you had any playing partner(s) present with you at check-in, did the pro shop employee request their name and either mailing or email address?	0/0	N/A
10. If you are not already a card-holder at this course, were you offered the opportunity to join any membership, reward, loyalty or other card program when you checked in?	2/2	Yes
11. During check-in did the employee offer or try to sell you any merchandise? (i.e., range balls, golf balls, tees, glove, hat, sunscreen)	2/2	Yes
12. Did the golf shop employee process the transaction correctly and provide you with a receipt?	1/1	Yes

Question	Score	Answer
13. Was the "Comments? Suggestions?" toll-free number sign easily visible within the clubhouse area?		Yes
14. Was the "Your Purchase Is Free Without A Receipt" sign posted at the cash register in the golf shop?		Yes
15. Did the golf shop employee either direct you or make sure you understood where to go next?	2/2	Yes
16. Did the golf shop employee thank you for your business or offer you a positive parting remark?	2/2	Yes
17. Did you feel that the golf shop employee was "treating you to a fun and enjoyable golf experience"?	2/2	Yes
Please describe the specific behaviors that convey the employee's interaction with you. (Body language, facial expressions, eye contact, smiling, what was said and tone of voice used by the employee) Please elaborate on any question answered "No".		

Nick greeted me as I approached the desk and said, "Good afternoon, sir. How can I help you?" Nick was in full uniform, including logos and a name tag, and he looked professional. Both the "Comments? Suggestions?" and "Your Purchase Is Free Without A Receipt" signs were seen in front of the register. Nick confirmed my information and asked if I was interested in a Player's Card. He also asked if I needed any balls or additional items. He handled the transaction quickly. Nick told me there was no Starter or beverage cart on the course today. He then thanked me and said, "Enjoy your round." Nick was friendly and professional, and I felt he treated me to an enjoyable experience.

FOOD & BEVERAGE (F&B)

100% (8/8)

Location:		Rocky's Sports Grill
When during your round did you visit this location?		At The Turn
Employee Name or Description:		Amanda
40. Were you greeted in a friendly & professional manner (with eye contact and a smile) by the F&B employee?	2/2	Yes
41. What was the greeting used?		"Hi there. What can I get for you?"
42. Was the F&B employee wearing a wrinkle-free uniform including name tag?	1/1	Yes
43. Did the F&B employee process the transaction correctly and provide you with correct change and receipt if requested?	1/1	Yes
44. Did the F&B employee thank you for your business or offer you a positive parting remark?	2/2	Yes
45. Did you feel that the F&B employee was "treating you to a fun and enjoyable golf experience"?	2/2	Yes
Please describe specific behaviors that convey the employee's interaction with you. (Body language, facial expressions, eye contact, smiling, what was said and tone of voice used by the employee) Please elaborate on any question answered "No".		

Amanda greeted us at the bar of Rocky's Sports Grill by saying, "Hi there. What can I get for you?" She was in full uniform, including a name tag and a polo shirt with the course logo on it. I ordered a hot dog and a PowerAde. Amanda processed my transaction quickly and returned with a receipt. She then delivered my order and said, "Thanks. Have a great day." I felt Amanda contributed to an enjoyable golf experience and was very pleasant overall.

OVERALL FACILITY APPEARANCE

100% (8/8)

Question	Score	Answer
53. Did you consider the greens to be in good condition based on the green fee paid?		Yes
54. Was your golf cart clean, free of debris, and supplied with a scorecard and pencil?	1/1	Yes
55. If provided at the course, was the sand bottle filled?		N/A
56. Were the course amenities (ball-washer, flags, coolers, etc.) in good condition?	1/1	Yes
57. Did you consider the overall appearance of the facility (parking lot, clubhouse entrance, clubhouse interior/exterior, etc.) to be clean, free of debris, and orderly?	1/1	Yes
58. Was the restroom in the CLUBHOUSE clean, free of debris, and orderly?	1/1	Yes
59. Which clubhouse restroom did you evaluate?		Meh
60. Was the restroom ON THE COURSE clean, free of debris, and orderly?	1/1	Yes
61. Which on the course restroom did you evaluate?		Men
62. Was the driving range clean, free of debris, and orderly?	1/1	Yes
63. Were range balls clean and in good condition?	1/1	Yes
64. Were range yardage signs straight and visible?	1/1	Yes

Please describe why you answered "No" to any of the questions in this section. If all questions are marked "Yes", please write "N/A" in this narrative.

N/A

OVERALL GUEST SATISFACTION

100% (4/4)

65. In general, did the team of employees work together to create a "fun and enjoyable golf experience?"	2/2	Yes
66. Based SOLELY on the overall customer service you received today, (regardless of your golfing preference, ability, or any facility concerns) would you return to play this course as a paying customer?	2/2	Yes

Please describe why you answered the last two questions the way you did.

All employees we encountered were friendly, professional, and seemed to be working hard to ensure guests had a fun and enjoyable golf experience. Based on our interactions with staff at The Claw, we would be likely to return to this course in the future as paying members. Overall, the service we received today was very friendly and we enjoyed our interactions.

67. If applicable, did any of the employees solve a problem for you during your visit to the course? If so, what was their name and what did they do?

N/A

Question	Score	Answer
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68. Did any employee (or employees) offer you 'better-than-expected' (great) service today? If so, what was their name and what did they do?

No, but they were all very friendly and professional.

C - SAMPLE AGRONOMIC PLAN - ("Course Standards Outline")



GOLF COURSE STANDARDS OUTLINE

MISSION STATEMENT

The golf course maintenance department for Ocala Golf Club ("Club"), led by Billy Casper Golf ("BCG") Agronomic team will strive to present a well maintained, enjoyable, and challenging golf course day in and day out at a true value to the customer. It is important to realize a golf course is a biological system affected by many different variables. The following plan for 2012 is based on the existing conditions seen on the golf course and our strategies to provide the desired product over the short and long-term. As with any plan, adjustments will most likely need to be made to accomplish the goals of our team.

AREA 1 - GREENS

Objective – The greens at the Club will be maintained year round. With the exception of unforeseen events, the greens should be consistent throughout the year, rolling around 9 in the summer and 11 in the winter. Greens are USGA spec and have Emerald Bermudagrass as the putting surface. There is no plan to overseed greens. There are no subsurface issues at the present time.

Goals for 2012/2013

1. Maintain 100% coverage year round
2. Control existing Fairy Ring problems associated with Emerald Bermudagrass with prevent applications in the spring
3. Maintain existing thatch through aggressive cultural practices in the summer
4. Eradicate weed pressures on all greens, with 100 % weed free surfaces as the goal

Procedures

1. Mowing

- a. **Frequency** – Mow daily throughout the year prior with the exception of winter months when rolling will replace mowing as the growth slows. We will also not mow for one to two days following a core aeration. We will roll the greens in the morning ahead of play on those days.

- b. **Pattern** – Mowing direction will be rotated daily based upon the “clock schedule” ...6-12, 8-2, 3-9, 10-4. The clean up pass will be mowed with a walkmower, typically 3 days during the summer and as needed in the cooler months.
- c. **Height** – Mowing heights will fluctuate throughout the year based on the health of the greens and weather patterns. While speed is a concern, the health is a priority. The range of height is .110-.125. The lowest, .110” is only for major tournaments like a PGA Q-School or other PGA sectional or regional events, where extreme speeds are preferred. We will typically maintain our greens at a bench setting of .115.
- d. **Training** – Operators will be trained by the Superintendent, Assistant, or foreman, according to BCG standards approved by the City. They will first sit and watch an instructional video, when applicable, and then will be given a briefing by the mechanic on how and what to check and on the basic operation of the piece of equipment before starting it up. The trainer then takes the operator out for hands on training. Maintenance training sign off sheets will be completed when the trainer is confident of the employee’s ability to operate the equipment safely and correctly.
- e. **Triplex/ Walkmow** – Greens will be triplex mowed throughout the year. Walkmowers are used to complete the perimeter pass on all greens. Walkmowers are also used on wear or stress related greens. This is most applicable during the winter months where sunlight is insufficient.
- f. **Clippings** – Clippings are gathered daily throughout the year. Buckets are left off after a granular fertilization application and topdressing to minimize mower pickup.
- g. **Rolling** - the club may choose to roll greens in lieu of or in conjunction with mowing so proper speeds can be maintained. Also, rolling may be necessary in addition to mowing in the case of a special tournament or outing. Rolling is also performed following an aerification to help smooth out the surface.
- h. **Rain/weather** – In the event of excessive rain, mowing may not take place in order to eliminate turf damage. Scalping is a direct result of wet conditions. The greens perk well so we would only need to squeegee them in the event of a major event where restarting or continuing play is a major concern.
2. **Scouting** – Greens are inspected daily by the Superintendent, Assistant, Technician, and other key supervisors for:
- Quality of cut
 - Disease/weeds
 - Moisture
 - Insect presence
 - Proper pin location and setting
 - Vandalism
 - ...anything out of the ordinary.
3. **Ball Marks** – Ball marks are addressed by course set-up personnel and greens mowers. While we encourage our employees to fix as many ball marks as possible we realize that we can’t get them all and that it is ultimately the golfers responsibly to repair them.

4. **Verticutting/Grooming** - We have found that with Emerald greens, it is best to get into a verticutting schedule during the months of May- September. Our goal is to verticut 4 – 6 times during that period. We will only go down to 1/16th positive. Verticutting this frequently will allow us to avoid an aggressive verticut and provide much less of a disruption in play while still removing the unwanted grain and thatch which is so prevalent in this grass.
5. **Sand Topdressing** – Sand is applied to improve surface smoothness and to breakdown the thatch. Our practice is to lightly dust the greens during the same time frame as the verticutting. We typically will topdress right behind the verticutting to make sure the sand gets into the target thatch layer. During core aeration a heavy topdress will be applied to properly fill the holes creating channels for gas exchange and water movement.
6. **Core Aeration** - Core aeration plays a pivotal role in the long term health of the greens. It is monumental that core aeration be completed. We are planning on completing this in June, July and August with 3/8 inch tines.
7. **Leaf and Debris Removal** – Greens are inspected prior to mowing by each operator. If there is any debris present (sticks, tees, spikes...), they are instructed to remove it and begin mowing. If there is a heavy amount of leaves/straw on the putting surface, then we will send an operator out with a Blower ahead of the mowers to remove it.
8. **Fertility** – Greens are fertilized with a foliar application 1-2 times a week dependant on temperatures and weather patterns. During cooler months fertility will be once a week. Prior to the 3 aerifications a granular will be applied to supply adequate fertility to compensate for cultural practices as well as create an opportunity to amend the soil.
9. **Plant Protectants/Weed and Insect Control** – Goosegrass and sedge are the only two weed issues we suspect to have on the greens. Preemergents will be applied in January and March on the greens to lessen this infestation. Following that, Illoxan and Revolver/Dismiss will be alternated to control any emergents there after. In the fall a pre-emergent will be applied to suppress Poa on the greens. Worms and Mole Crickets are the main insects targeted. Applications of Acephate or Scimitar will be applied to control this problem. **Laboratory Tests** – Soil tests are done twice a year, typically in the early spring and then in the fall to measure accomplishments and or prepare us for the winter.
10. **Hole Locations** – We will use a 6 location rotation that moves from front to back with two positions in each third of the green. We change cups daily to alleviate wear around the green.
11. **Syringing/Handwatering/Overhead Watering** – Hand watering greens will be done periodically throughout the year. Overhead watering will be done as needed with percentages fluctuated daily depending on current and extended forecasts. Individual head control is obtainable with greens monitored daily and individual percentages adjusted up or down.

AREA 2 - TEES, COLLARS AND APPROACHES

Objective

The tees will be maintained year round. With the exception of unforeseen events, the tees should be consistent throughout course. Tees are created from the native sandy/loam soil. Tees have a base grass of 419 Bermudagrass which will be overseeded from October – April/May at 400 lbs per acre with Perennial Ryegrass. The main objective for the tees is to present a clean, level surface to tee off from.

Goals for 2012

- 1. Maintain a healthy, smooth, consistent stand of turf to tee from.**
- 2. Aerify and topdress Tees once this summer.**
- 3. Reshape tee boxes back into original shapes. Get the entire surface back onto the flats.**

Procedures

1. Mowing

- a. Frequency** – Tees are mowed twice a week throughout the year.
- b. Height** - Mowing height ranges from .375 to .500 depending on the time of year. We will lower the height down as we go through transition in the Spring and raise them up periodically in summer and lower them back down again prior to overseed.
- c. Direction** – Mowing direction is alternated between mowings based on a “clock setting”, 8-2, 6-12 and 10-4.

2. Scouting

- a. Tee Markers** – Tee markers are checked daily during course set up. On days that we mow, the first one there between the tee mower and the setup employee moves them off, and the second sets them back on.
- b. Alignment** – Tees are placed on to line the golfer up at the center of the fairway/landing area and to the middle of the green on par threes. We will teach the T-Square method.
- c. Rotation** – If pin is located in the back, then tees are placed forward; if pin is in the front, then tees are placed back; and if pin is middle, then the tees are middle.
- d. Spacing** – All tees will be spaced 6 paces apart where possible and placed on a healthy stand of turf.
- e. Location** – The course setup employee is responsible for deciding the location of the markers. He picks the cleanest spot every day. On weekends, tees are set up with pace of play in mind...easy = better scores = faster rounds = happier golfers...

- 3. Aeration/Verticutting** – Aerification takes place in the summer. Verticutting will be scheduled as well but based on health and weather.
- 4. Sand Topdressing** – Topdressing takes place in conjunction with aerification in the summer. Divots are filled periodically throughout the year by hand as part of routine maintenance.
- 5. Fertility** – Our goal is to get 3-4 lbs of N on the tees throughout the growing season, depending on how much rain we get. 2 lbs come from our pre-emerge application in

the spring and a third comes during our pre/post plant overseed application in the fall. The fourth would come in midsummer depending on weather.

6. **Plant Protectants/Weed and Insect Control** – Tees are included in our course pre-emerge program and remain relatively weed free throughout the year. Any weed that may breakthrough is spot treated with the proper herbicide. The tees will also be included in this year's application of our mole cricket program. Any worm activity will be treated with either acephate (orthene) or lambda-cyhalothrin (Scimitar).
7. **Laboratory Tests – Soil tests** will be individual hole based and as needed.
8. **Leaf and Debris Removal** – Broken tees and such are picked up as part of the course setup responsibility and any extremely covered tees are blown off as needed.
9. **Syringing/Handwatering/Overhead Watering** – Syringing of the tees is done mainly during establishment and transition of overseeding. Otherwise, tees are irrigated with overhead irrigation during nighttime irrigation cycles. With individual percentages adjusted to compensate for soil profile.
10. **Rain** – The tees are built with a 1-2 % slope away from the path. During hard period's rain, lines of chaff will wash up and stack on the far edge of the tee which will have to be dragged and blown off. If the tee boxed around Ocala Golf Club are too wet to mow after a heavy rain. Operators will be trained to stay off of them until they dry out enough to mow.

AREA 3 - FAIRWAYS

Objective

The fairways will be maintained year round. With the exception of unforeseen events, the fairways should be consistent throughout course. The fairways are created from the native sandy/loam soil. Fairways have a base grass of mostly 419 Bermudagrass which is overseeded from October – April/May with Perennial Ryegrass at 300 lbs per acre. The main objective for the fairways is to present a clean, consistent and fair lie to hit from.

Goals for 2012

1. **Maintain consistent perimeter lines and original fairway boundaries**
2. **Maintain weed free fairways**
3. **Circle cut fairways in the summer**

Procedures

1. Mowing

- a. **Frequency** – Fairways are mowed three times a week throughout the year unless tournaments or weather dictate otherwise.
- b. **Height** - In order to match up the tee/approach mowers, mowing height for the fairways range from .450 to .500 depending on the time of year. We will lower the height down as we go through transition in the Spring and raise them up periodically in summer and lower them back down again prior to overseed.

- c. **Direction** – As with the tee mowers, mowing direction is alternated between mowings based on a “clock setting”, 8-2 and 10-4 and 12-6, we will also use 1/2 and 1/2 direction.
2. **Scouting** – Along with the Superintendent and Assistant, operators are responsible for keeping an eye out for anything out of the ordinary on the fairways. They get the chance to see every square inch of every fairway twice a week.
3. **Aeration/Verticutting** – Fairways will be sliced in the summer at least once. With no core aeration or verticutting scheduled.
4. **Divot Repair** – Divots in the fairways are the responsibility of the golfers. We do periodically fill the divots on the short par fours before a major tournament and like to host “Divot Parties” with our patrons prior to major events.
5. **Leaf and Debris Removal** – Any large debris like pinecones or limbs are picked up prior to mowing. Leaves, clippings and straw are blown on an as needed basis.
6. **Fertility** – As with the tees, our goal is to get 3-4 lbs of N on the fairways throughout the growing season, depending on how much rain we get. 2 lbs come from our pre-emerge application in the spring and a third comes during our pre/post plant overseed application in the fall. The fourth would come in midsummer depending on weather. The overseed is fed with a foliar spray throughout winter with a basic 12-0-0 w/ iron. Total N amounts are minimal.
7. **Plant Protectants/Weed and Insect Control** - We Primo in the summer months to reduce clipping yield and increase turf density as needed. Weeds are controlled through our pre-emerge program in the spring. The only weed really that isn't controlled by the program is sedge which is posted out as it shows up. Any other breakthrough that may occur is also treated accordingly. In 2012, all fairways will be included in our preventative mole cricket application.
8. **Laboratory Tests** – Samples will be taken as needed and hole dependent
9. **Syringing/Handwatering/Overhead Watering** – No handwatering is done in fairways. If any areas show signs of wilt throughout the year, the overheads are turned on. The automated irrigation will give us relatively precise control of heads. All other irrigation is done as scheduled by the Superintendent or Assistant. Individual heads are adjusted up or down to compensate for soil makeup.
10. **Rain** – As with tees, the biggest issues we have from rain are from the washed up chaff that will pile up around drains and in wind rows after a hard down pour. We will drag the piles and blow them clean when they dry out. The golf course looks to drain very well.

AREA 4 - ROUGHS

Objective

Rough is mowed March – November and blown year round. The objective for the rough at will be to provide a fair yet challenging shot if a golfer misses the fairway or green. It should cause, on average, a ½ stroke penalty...meaning that the golfer should have a shot at the green if he/she finds the rough.

Goals for 2012

1. Keep established definition from fairway to rough throughout the year
2. Minimize wear patterns along cart paths edges throughout golf course
3. **Minimize/Eliminate** weed population

Procedures

1. **Mowing and Trim Work**
 - a. **Height** – Mowing height fluctuates throughout the year with as low as a 1 inch in the spring to 2 inches in the fall and winter. Summer height is typically 1.5 inches.
 - b. **Frequency** - We foresee being able to get 18 holes mowed a week.
2. **Scouting** – Along with the superintendent and the Assistant, it is the operator's responsibility to keep an eye out for anything out of the ordinary.
3. **Fertility** - Our goal is to get 2lbs of N on the rough throughout the year. The 2lbs comes from the split pre-emerge application in the spring.
4. **Plant Protectants/ Weed and Insect control** – Goose and Crabgrass are controlled throughout the year with our spring pre-emerge program. We will spray the roughs this year with simazine to control the poa as well as many winter annuals that may pop up. Any other weeds that show up or break through will be posted out accordingly.
5. **Laboratory Tests** - No testing will be done unless an issue arises that needs to be addressed.
6. **Leaf and Debris Removal** – Any large debris is removed before mowing. All other debris is mulched up with the rough mower and then clipping are scattered/blown off.
7. **Core Aeration** – Roughs are not aerified with the only exception being compacted traffic areas will be aerified as needed with solid tines.
8. **Cart Traffic** – We plan to utilize ropes as a way of shepparding traffic. Golfers are always instructed to use the 90 degree rule unless instructed otherwise. Traffic is not allowed around green or tee complexes.
9. **Syringing/Handwatering/Overhead Watering** – No hand watering is done in the rough. If any hotspots show up, they are hit with overhead irrigation. All other watering is done at night as scheduled by the Superintendent or Assistant.
10. **Rain** – The biggest problem that the rain creates with the rough is keeping us from completing a mowing cycle. One missed day puts us almost a week behind in mowing. We will make every attempt to get the rough mowed out prior to any rain event.

AREA 5 - BUNKERS

Objective

The bunkers will be maintained year round. Even though bunkers are hazards, they demand every bit of the attention that the rest of the course does. They have also just been recently renovated so we intend to maintain at a high standard.

Goals for 2012

1. Work on consistency throughout with compaction and playability the focus.

2. Implement a schedule for maintenance including annual additions of sand after year one.

Procedures

1. **Raking** – Greenside bunkers are raked daily with edges pulled; Fairways are raked daily if needed, if not they are raked every other day.
2. **Edging** – Bunkers will be edged every 3 weeks during the growing season. We use a combination of scuffle hoes and stick edger's
3. **Sand Depth** – The depth of the sand should be, per installation instructions, 5- 6 inches in the floors and faces.
4. **Bunker Faces – Mowing/Chem. & Fert. Input/Watering** – Bunker faces are mowed with Allan hover mowers once a month or as needed throughout the growing season with the rest of the severe slopes on the course. We use a growth regulator in the heavy growing season. They get fertilized and watered with the rest of the course. Organic/Bio based fertilizers are most frequently used to offset the high sand soil profile.
5. **Washout Repair and Timing** – Small washouts are repaired the morning after a rain event as part of normal maintenance. In the event of a heavy rain where major washing occurs, than a plow is sent out along with a crew of one or two others responsible for getting bunkers back to proper playability.
6. **Leaf and Debris Removal** – Bunkers are cleaned daily as part of the responsibility of the employee assigned to raking traps for the day.

AREA 6 - CLUBHOUSE GROUNDS/ENTRANCE ROAD/PARKING LOT

Objective

Clubhouse grounds are the first area our guest judges us on as they enter our properties. They deserve as much care as any other part of the golf course. First impressions are everything. The grounds are maintained year round and overseeded in the winter with perennial ryegrass.

Goals for 2012/2013

1. Develop and implement a schedule for proper time allotment for pesticide control on Clubhouse grounds surrounds.

Procedures

1. **Debris Removal Frequency** – Clubhouse grounds are checked and cleaned daily.
2. **Mowing Frequency** – Grounds are mowed twice a week in the summer and winter.
3. **Planting Plan/Frequency** – Annuals are changed out three times a year and planted with begonias, pintas, or pansies depending on what time of year it is.
4. **Overall detail**
 - a. **Beds** – Beds are cleaned as part of the routine maintenance. Weeds are treated both chemically and hand pulled. Edges are defined with stick edgers and scuffle hoes if needed.

- b. **Grass areas** – Grass areas are mowed twice a week year at 2" with a rotary mulching mower.
 - c. **Tree pruning** – Shrubs and trees are pruned as needed to maintain the clean English Courtyard appearance.
 - d. **Cart staging area** – The staging area is directly beside the entrance to the Proshop which is very convenient. It is checked daily by maintenance and cartstaff and kept clean to ensure a positive experience for our guests.
5. **Signage** – The signage around the clubhouse is maintained by the clubhouse personnel. They will be kept as clean as possible. We check them daily as we go through the area and detail them as we detail the course throughout year.

AREA 7 - DRIVING RANGE

Objective

The driving range and eventual First Tee area will be maintained year round and the tee is to be overseeded in the winter months with perennial ryegrass. The driving range has adequate room to supply guests course like conditions to practice from year round.

Goals for 2012/2013

1. Smooth out the teeing surface to remove the waves created from divots and topdressing.
2. Create a cleaner appearance for the yardage system
3. Keep the fairway portion of the range cleaner and more presentable.

Procedures

1. **Mowing and trim work** – The range is mowed out 4 times a month while the surrounds are mowed out once a week.
2. **Leaf and Debris Removal** – Divots are blown off weekly as well as the debris left behind from our guests. Trash is picked up daily by the rangers and outside staff when they move the ropes.
3. **Practice Tee** – The practice tees are mowed twice a week by the fairway mowers.
4. **Syringing/Hand watering/Overhead Watering** – The driving range tee is built primarily on sand and looks to have a tendency to dry out in the late spring and early summer months. Most watering is done nightly but some syringing may be necessary on extremely hot and arid days.

AREA 8 - WATER FEATURES

Objective

Keep lakes very presentable and in par with the appearance of the rest of Ocala Golf Club.

Goals for 2012/2013

1. Maintain clean and consistent shore line edges.
2. Monitor trash in the lakes, staying more proactive.
3. Work on reducing weed populations.

Procedures

1. **Buffers –Mowing and trimming – No mow** – Currently, mowers are being brought to waters edge every where possible. We recommend raising the height around certain banks to provide buffers, however, we are in the process of identifying areas that can be turned into NO MOW zones and have no ill effect to the course.
2. **Marking** – We use a combination of paint and hazard stakes (red, yellow, and red with green top (environmental area)) to mark the course. The Pro Staff is in charge of marking the course. We keep the stakes positioned throughout normal play. Operators are instructed to remove and replace markers as they mow the course.
3. **Debris Removal** – Employees are instructed to pickup debris daily as they ride the course. We will assign individuals to pickup debris if necessary after a heavy storm or wind event occurs.
4. **Algae and Weed Control** – Biological and chemical means to control growth will be in place. We spot spray the edges as necessary to control weed growth.

AREA 9 - GOLF COURSE ACCESSORIES

Objective

All golf course accessories should ultimately add to the golfer's experience. Too many can be unsightly and too little can be frustrating to a guest who has to go out of his way to find something. There should be a balance to fit their needs.

Goals for 2012/2013

1. Standardize rakes used in bunkers.
2. Paint and repair all tee box accessories
3. Begin to work on and address all accessories to be either refurbished or replaced.

Procedures

1. **Cleanliness/Maintenance/Removal and Replacement** – All accessories are checked daily by the employee assigned to course set up. Any item that is broken or in disrepair is removed from the course and replaced with a backup.
2. **Preferred Vendors** – Standard Golf will our vendor of choice as they are part of our VGM buying associate program and provide significant savings.

3. **Course Marking Items and Upkeep** – Course markings are checked daily by staff and replaced as necessary. We repaint hazard stakes as long as they are in good shape and replace them as they wear out.
4. **Posts and Rope/Traffic Control Management** – We use ropes to control traffic around the course. They are checked daily by our setup personnel and moved accordingly.

AREA 10 - IRRIGATION

Objective

The objective with the irrigation is the same as any other golf course...To supplement Mother Nature during lows in rainfall.

Goals for 2012/2013

1. Stay below our allotted amount of water usage in the C.U.P.
2. Adjust percentages on all heads to better suite the soil makeup.

Procedures

1. **Irrigation Audit Schedule** – Visual inspections are done daily by the Superintendent and Assistant as we travel the course. ID's like wet paths, standing water, and unusual dew or dry patterns are good tells. A minimum of 4 full system inspections are completed yearly and a true Audit is completed by a certified inspector once every 5 years as required by the SJRWMD to stay in compliance with the C.U.P.
2. **Head/Valve Box Edging Frequency** – We strive to get heads edged 6 times per year. We have found that the more they are edged, the fewer problems arise.
3. **Pump House Maintenance** – The pump house is to be kept clean as needed. We have a certified contractor service the pumps once a year. We check the pumps weekly to make sure all cooling systems are working and to make sure there is nothing out of the ordinary.
4. **Central Scheduling/Programming Philosophy** – As stated in the Objective...our goal is to provide the appropriate amount of irrigation as efficiently as possible to provide the best conditions for growing turfgrass. We will follow our company's lead and created separate programs for different parts of the course to enable us to be as efficient as possible when irrigating. Deep and Infrequent when possible, syringing only when necessary.
5. **Hand watering/Overhead Watering/Syringing Philosophy** –Water is critical for the health of the turf. All measures are calculated to ensure proper efficacy is achieved through our Irrigation system. Irrigation heads are turned down or up to compensate for that specific area. Proper run times are essential for sound management practices. Hand watering is done whenever needed to specifically target the area in need.

AREA 11- EQUIPMENT

Objective

The equipment at Ocala Golf Club, like any other golf course within Billy Casper Golf, is just as important as the employees who operate them. The objective for us is to maintain a fleet with as little down time and best quality as possible.

Goals for 2012/2013

1. Have all employees trained and efficient operators of all equipment
2. Maintain a log of employee training
3. Stay at or under budget in Equipment R&M in conjunction with a successful PM program.

Procedures

1. **Preventative Maintenance and Repair Schedule** – We will implemented BCG equipment tracking software. Inventory and hours of all the equipment are imputed into the system and service schedules are created based off of manufactures recommendations and/or needs as determined by our mechanic.
2. **Equipment Tracking**
 - a. **Preventative Maintenance and Repair Tracking** – As PM and repairs are completed, they are noted in the BCG equipment tracking software programs provided. Copies of invoices are made and supplied to the mechanic periodically to be imputed into the system to track expenses for individually equipment pieces.
 - b. **Operator Training** – Operators are trained by the Superintendent, Assistant, Mechanic and foreman on every piece of equipment before going out into the field. They first watch a video provided by the manufacturer, then are given a prestart education by our mechanic and then are trained in operating and procedures.
3. **Mechanic Continuing Education** – We like to host an education session for our local Golf Course Equipment Technician Association every year sponsored by Toro. We encourage and support education when ever possible.

AREA 12 - MAINTENANCE SHOP

Objective

Our maintenance shop is our house. Although it is not the newest, the staff at Ocala Golf Club is fortunate to have one of the nicest shops in Ocala. We understand that it all starts here...safety, support, and organization. The course will mirror how we are at home.

Goals for 2012/2013

1. Institute an end of day shop cleanup to be completed daily
2. Cleanup around the outside of the shop to include the existing landscaping

3. Organize and bring the chemical and fertility storage areas up to code as necessary.

Procedures

1. **Contents in Stored Building** – All equipment stored inside will have designated areas.
2. **Contents Stored Outside of Building** - Here again, all equipment will have a designated area to be kept. All other equipment is kept outside.
3. **Shop Setup**
 - a. **Safety Equip** – All safety items necessary for daily work is provided to the operators. Ear protection, sunscreen, insect repellent, and back braces are kept on a shelving unit by the greens mowers and eye protection is kept in the mechanic's area.
 - b. **Fuel Tank Location** – The fuel tanks will be double walled 500 gal tanks, one diesel and one unleaded, and are located outside the building along the fence that surrounds the compound.
 - c. **Pesticide/Fert Storage** – Pesticide and Fertilization storage areas will be reorganized and brought up to code as needed.
 - d. **Fuel Storage** – Fuel stored inside the main maintenance building will be in an approved storage cabinet in approved cans labeled with which type of fuel is inside.
 - e. **Signage** – Proper signage will be posted throughout the shop confines. Everything including bathrooms, fire extinguishers, exits, load capacity, and safety placards. Emergency system signs/lights are checked monthly by the superintendent to insure that they are all in working order.
4. **Office Areas**
 - a. **Computer(s) and Office Machines** - We will have Dell computer systems.
5. **Safety**
 - a. **Evacuation Plan** – We will have an evacuation plan in effect. We will have one in place by the end of the first month of contract.
 - b. **Spill containment** – We keep a proper containment kit consisting of a bucket, soil, chemical resistant glove, and eye where in the shop. Any major spills will be handled by the proper authority.
 - c. **Call List** – All employee phone numbers are kept up to date and are provided to all employees. In the event of an emergency, the club sets up and "Emergency Information Line". All maintenance employees have phone numbers for the Superintendent and the Assistant if needed.
 - d. **Hospital/Medical Center Directions** - In the event of an emergency, 911 is called and we wait for the authorities.

AREA 13 - STAFFING

Objective

Staffing is the most important part of any organization. Good people make all the difference. As with many other courses with BCG, we will take pride in our staff at Ocala Golf Club. They play a big part in what will make Ocala a destination for so many golfers in the area.

Goals for 2012/2013

1. Train all staff to Identify problems and communicate.
2. Have entire staff cross trained on all equipment and procedures where possible.

Procedures

1. **Structure of Staffing** – We will have a combination of full and part time employees who share responsibilities.
2. **Employees** – We currently plan to have 3 full time employees including the Equipment Tech, Assistant Superintendent and Superintendent. The Superintendent will be salaried and everyone else is hourly.
3. **Part Time Employees** – We currently plan have 6 part time employees. Their hours range from 8.5 a week to 38 hours a week depending on their schedule and what we have going on
4. **Start-up and Layoff Timing** – We operate year round in North Central Florida and don't have a start up or Layoff Timing.
 - a. **Training** – Training is done by the Superintendent or Assistant. Additional training is provided by the Equipment Tech when necessary.
 - b. **Scheduling** – We try to remain flexible with all employees, part-time especially, but they understand that we do have a business to run. Scheduling is determined by the Superintendent and the Assistant depending on what needs to be done in the field and what projects are being worked on.
5. **Hiring and Firing Procedure** - All hiring and firing is handled by the Superintendent. We follow the guidelines set forth by BCG. We have had good success recently with ads posted for free on the internet, Craigslist specifically. Interviews are performed for all positions.
6. **Coaching procedure** - We take every opportunity to help the employee improve and work on any issue they may be having before finally letting them go. The coaching and observation forms provide a great way to help set expectations and goals for determining how the employee is coming along.

AREA 14 - RECORDKEEPING

Objective

Positive record keeping is the best way for collecting valuable data for all aspects of golf course maintenance. We have utilized this for chemical and fertilization for many years and are now starting to use it to better track our expenses and equipment repair.

Goals for 2012/2013

1. Utilize the expense tracking programs provided to Ocala Golf Club by BCG. Stay up to date with data input for easier access to information.

Procedures

1. **Fert/Chem** – Every application, both fert and chem, is documented and kept in a specific binder in the office (IPM and Fert for each year). Maps are created as needed for preventative cricket/grub applications.
2. **Equipment/Golf Cart repair** – Equipment and golf cart repairs are kept in the computer on the software programs provided by BCG.
3. **Budget Tracking – Labor/Expenses** – As invoices are coded they are copied and filed for specific months and vendors. They are then immediately entered into the budget tracker.
4. **Water Use and Testing** – Ocala is governed by the St Johns River Water Management District and is required to report their usage (well and lake) to them twice a year through the En-50 water usage forms. We will have our water tested once a year in the spring for pH, hardness, bicarbonates, and any other elemental readings.
5. **Hiring and Disciplinary Action** – All documentation of employees are passed along to our GMs and kept in their file at the clubhouse. Any form requiring the signature of our employees is put into their personnel file.
6. **Fuel Logs** – Fuel is recorded after each use. Logged by each employee specific to their piece of equipment.
7. **Weather** – The only official records we keep on weather are rainfall amounts
8. **OSHA and WC Forms** – We have an incident folder we keep in the offices that help us respond to any accidents that come up. Included in that folder are all necessary forms for OSHA and WC. As an event occurs, a file is created for each until they are closed out. We also keep an up to date binder with all the MSDS sheets in it in the break room on the Right to Know Center.

AREA 15 - MANAGEMENT – SCHEDULING/DELEGATION/FOLLOW UP

Objective

We have always been told that the key to a well run organization is in the management's ability to delegate tasks and responsibility successfully. We take pride in our ability to promote from within, and one of the reasons we can is because of the responsibility given to those around us who show that they want it and can handle it.

Goals for 2012/2013

1. Involve the Assistant in all aspects of scheduling and budgeting
2. Post and handout schedules for upcoming months to better forecast work schedules.
3. Meet with employees individually to monitor advancement and or concerns.

Procedures

1. **Creation and Lists of Various Schedules** – Projects are scheduled yearly and presented to the staff of the club yearly. Dates of Aerifications are usually locked in by November of the previous year.
2. **Safety Meetings** – We strive to have a least 12 safety meeting a year. Winter is a great time for us to have these as we wait for the frost delay. They consist of many issues including but not limited to chainsaw safety, heat exhaustion, Right to Know, and Fire Extinguisher usage. We always have a summer safety meeting regarding hurricane preparation for the course.
3. **Course Safety Monitoring** – Safety is our number one concern at Ocala Golf Club as with any other course within BCG. We ask all of our employees to keep us notified of anything they see throughout the day that they feel is a safety issue. We have safety counsel meetings once a month with management to discuss issues around the property. Any hazards are taken care of immediately.
4. **ACE the GUEST Experience™ Training** – All employees, full and part time, go through Module 3 in ACE the GUEST Experience™ training within the first 30 days of employment. We find it extremely helpful exposing the employee to our culture and expectations as an employee of St Johns.

AREA 16 - COMMUNICATION/INFORMING

Objective

The relationship between Golf Maintenance and Club operations is initiated daily to better help each other through short and long term goals...Provide our guests with a fun and enjoyable golf experience. Communication is key in order to perform efficiently and with as little effect to our guests as possible.

Goals for 2012/2013

1. Over communicate!

Procedures

1. **To Maintenance Staff** - Daily assignments are written on the assignment board in the mornings prior to staff arriving. We have a quick meeting to discuss any specifics or anything out of the ordinary.
2. **To Clubhouse Staff** – Either the Superintendent or the Assistant checks with the proshop every morning to double check pin rotation, course conditions, and tee times.
3. **To Guests** – Any information that needs to be given to our guests first goes to the proshop and they pass it along either as guests check in or by the Starter as he goes over course information.
4. **ACE the GUEST Experience™ Training** – The beliefs taught through ACE the GUEST Experience™ Training, our guest training program, are gone over daily as we work with

each other in the field as we come into contact with guests. Every action performed while at work ties back into this training program eventually.

AREA 17 - PROJECT WORK/TREE WORK

Objective

The biggest challenge to any golf course is to keep operating as smoothly as it did when it was brand new. One of the best ways to make it happen is project work...PM if you will. Land settles, drainage issues occur, tree canopy and root systems enlarge creating shade and moisture issues,...the list goes on and on.

Goals for 2012/2013

1. Trim canopies or remove trees limiting sun on all greens.
2. Add drainage along paths where standing water occurs after an irrigation cycle.
3. Address raising drains in the fairways and approaches as needed.

Procedures

1. Planned Work

- a. **Planning** - Implementation of these goals will begin immediately with the shade issues addressed first.
- b. **Fund Source – Capital or Ops** – Small, manageable projects will be funded via the operating budget. Any work that can not be will be positioned as part of the facility's Annual CapEx plan.
- c. **Communication to All Parties – Management, Guests, Local Authorities (if necessary)**

2. Emergency Work

- a. **Determining an Emergency** – Any project is deemed an emergency first if it poses a safety hazard to employees or guests and second if it has a direct impact on the ability of the course generate revenue either by means of conditions or logistically.
- b. **Relaying Importance to GM and Upper Management** – Documentation is the best way to communicate. A history of pictures as well as expenses encored while trying to maintain its current conditions are good to have when relaying information and proving a point.
- c. **Planning/Timing/Completion Schedules** - Drainage projects are scheduled a few weeks in advance in order to get supplies here and setup maintenance schedule accordingly. We will have them completed within a week once started. Any major project will be scheduled once approved.

AREA 18 - CART PATHS

Objective

The biggest asset of having paths is the ability keep the course open after major rain events.

Goals for 2012/2013

1. Keep paths edged 5 times completely and curbs in between.
2. Keep paths blown free of debris and clippings throughout the year.
3. Inspect paths around tree lines and create a plan to keep roots from impacting the paths long term.

Procedures

1. **Frequency of Cleaning - Leaf and Debris Removal** – Paths are blown off daily.
2. **Edging** – Paths are scheduled to be edged 5 times wall to wall and curbs only in between those times.
3. **Posts and Ropes/Traffic Control Management** - We use traffic ropes to control traffic around the worn areas at entrance and exit points. They are checked daily by our setup personnel and moved accordingly.

AREA 19 - Environmental

Objective

As Superintendents, we are all environmentalist at heart. We strive to produce the best product we can with out leaving our footprint on the environment.

Goals for 2012/2013

1. Continue to provide additional habitats around the course for foraging animals.
2. Enroll immediately / Complete Audubon Certification for Ocala Golf Club by December, 2013.

Procedures

1. **Current Status (Audubon & BCG Green Program)** – Will begin once on property.
2. **Plan for Completion** – December, 2013
3. **Issues that You Face** – The biggest issues we will face during our certification process will be finding areas on property to help support our efforts towards developing habitats.
4. **Future Plans** – To continue our efforts in developing habitats when possible...snags, stacked piles from fallen trees, native grass lands..., and work towards Certification.

FERTILIZER APPLICATION RECORD

ST JOHNS GOLF & COUNTRY CLUB

APPLICATOR _____ DATE _____

AUTHORIZATION _____ DATE _____

TYPE / ANALYSIS	FERTILIZER			BAGS / WT. USED
	RATE/1000 SQ. FT.			
	N	P	K	

EQUIPMENT				
SPREADER TYPE	SETTING	TRACTOR	RPM	GEAR

AREAS FERTILIZED																	
GREENS (ALL)	GREEN SLOPES	TEES	TEE SLOPES	FAIRWAYS													
BUNKER FACES	DRIVING RANGE	DR TEES	DR TARGETS	LC													
BEDS (SPECIFY)	CLUBHOUSE	ROADSIDES	OTHER (SPECIFY)														

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 PG CG

COMMENTS

**ST. JOE COMPANY
ST. JOHNS GOLF & COUNTRY CLUB
PESTICIDE APPLICATION RECORD**

Licensed Applicator _____ Applicator Number _____
 Actual Applicator / # _____ Application Date & Time _____
 Pesticide Name(s) _____ Manufacturer _____
 EPA Registration No. _____ Restricted-entry Interval _____

APPLICATION INFORMATION

Type of Area Treated _____
 Target Site _____ Target Pest(s) _____
 Total Area Treated _____ Application Rate _____
 Amount of Pesticide Product Used _____ Per _____ Gallons of Water
 Additives (Surfactant, Wetting Agent, etc.) _____ Rate _____

APPLICATION EQUIPMENT

Method of Application _____ Speed (MPH) _____ Motor Speed (RPM) _____
 Nozzle Type _____ Nozzle Number _____
 Gallons Per Acre (GPA) _____ Spray Pressure _____

WIND SPEED AND DIRECTION

Time	1	2	3	Average	Wind Direction
_____	(0-4) (5-9) (10+)	(0-4) (5-9) (10+)	(0-4) (5-9) (10+)	(0-4) (5-9) (10+)	_____
_____	(0-4) (5-9) (10+)	(0-4) (5-9) (10+)	(0-4) (5-9) (10+)	(0-4) (5-9) (10+)	_____
_____	(0-4) (5-9) (10+)	(0-4) (5-9) (10+)	(0-4) (5-9) (10+)	(0-4) (5-9) (10+)	_____
_____	(0-4) (5-9) (10+)	(0-4) (5-9) (10+)	(0-4) (5-9) (10+)	(0-4) (5-9) (10+)	_____
_____	(0-4) (5-9) (10+)	(0-4) (5-9) (10+)	(0-4) (5-9) (10+)	(0-4) (5-9) (10+)	_____

NOTES:

Signature _____ Date _____

D - DRAFT MARKETING PLAN



MARKETING PLAN

This strategic plan outlines the initial marketing action items BCG anticipates implementing during the **first year of operation of CWCC**. The primary objective of the Marketing Plan for CWCC and the City is to significantly increase the acquisition and retention of guests leading to increased growth of Gross Revenue and profitability.

YIELD MANAGEMENT

BCG will manage tee time inventory at CWCC to achieve maximum yield (or return) on that inventory, implementing pricing strategy and tee sheet management practices to achieve that goal. Specific tactics listed below will be emphasized (or deemphasized) based on market situations.

Pricing Strategy

Daily-Fee Pricing

- Review and finalize green and cart fee pricing for presentation to the City based on historical performance and competitive market rates, with the objective of maximizing revenue from and volume of daily-fee players during applicable times. Categories include:
 - Open / Rack
 - Mid-Day
 - Twilight
 - Annual Pass Holders
 - Seasonal
- Update prices in POS, Tee Sheet, and Web Site seasonally.

Annual Player Pass and Loyalty Programs

- Review Annual Player Pass programs and loyalty programs based on historical performance and competitive market rates, with the objective of maximizing revenue from and volume of Player Passes sold.

Outing Pricing

- Review outing pricing in relation to rack rate, average daily rate, and expected yield from the time sold of each event (i.e., comparing outing day to similar non-outing day).
- Finalize outing pricing based on findings from review and competitive market rates, with the objective of maximizing revenue during the times played by outings.

- Establish and implement standard outing event “add-ons” (F&B, retail, hole-in-one insurance, signage), with the objective of maximizing gross income during the times reserved by the outings.

Retail/Accommodations

- Review restaurant pricing and menus on a quarterly basis to ensure maximization of a la cart service to golfers and non-golfers
- Review retail and F&B in relation to projected margins.
- Finalize retail and F&B pricing/margins **for all banquet menus** based on findings from review and competitive market rates, with the objective of maximizing gross income from sales.

Special Pricing

- Review all special offer pricing and participation in relation to rack rate, average daily rate, and expected ROI from special offers.
- Finalize standard discount/promotional pricing, with the objective of maximizing revenue from and volume of program participants:
 - Monthly / Seasonal offers
 - New guest / Retention offers
 - Third-party offers and participation (Online Partners, Passbooks)
 - Special Days (i.e., Mother’s Day, Father’s Day, Day after Memorial and Labor Days, aerification weeks, high volume days, traditionally slower days)
 - Special Programs (i.e., Terrific Tuesday)
 - Leagues / Special Classifications (i.e., Servicepersons, Partner Employees)
 - Play Golf America and PGA offers and participation
- Schedule Holiday Override Pricing in Electronic Tee Sheet and POS.
- Review and finalize retail and F&B special offer pricing and promotional schedule.

Tee Sheet & Reservation Management

Inventory Maximization

- Schedule tee sheet opening times on a monthly basis based on sunrise, modifying tee sheet templates in advance for the year.
- Establish and schedule appropriate tee time intervals for the year, modifying during high-demand times (as necessary).
- Establish (1) squeeze time per hour during high-demand times, based on no-show rate.
- Open and promote back nine for play for 60-90 minutes at course opening.
- Schedule openings with double-tee on days with external afternoon events (i.e., college or professional football games, large community events).
- Establish starting time guidelines for shotgun outings (i.e., 8:00am, 1:00pm), and minimize use of blocks around outings/events.
- Schedule and promote public tee time start changes (i.e., double-tee, shotguns) before/after outings and other events.
- Establish Tamarac high school practice and match policy in order to maintain maximum public tee time availability.
- Establish and implement standard course-level procedures for golfers directed to course through “No Golfer Left Behind” program.
- Create schedule of special events at restaurant and promote to maximize a la carte service to non-golfers.

Demand Maximization

- Schedule twilight times on a monthly basis based on historical utilization, sunset, and competitive market times, modifying fee schedules for the year.
- Schedule and promote calendar of regular events for variety of golfer types, with the objective of maximizing revenue from and volume of players in each type of event:
 - Competitive Golf Tournaments
 - Annual Pass Holder Events
 - Association Golf Events
- Promote at POS the “Unlimited” rate on slow to medium demand days.

SALES AND SALES MANAGEMENT (GOLF AND BANQUET OPERATION)

BCG will maximize its prospecting for and closing of sales of golf outings, Annual Player Passes, and/or banquets/weddings at CWCC, implementing operational and marketing practices to achieve sales goals. Specific tactics listed below will be emphasized (or deemphasized) based on market situations.

Golf Outings

Prospecting

- Fully utilize Electronic Sales Management System.
- Identify top potential outing leads from:
 - Competitors' outings
 - Current outings (second, smaller outing in same year)
 - Similar companies and organization as current outings
 - Previous years' lost outings and prospects
- Contact all outing leads in the following manners:
 - Call and then follow-up with written communication to top potential outing leads.
 - Implement standard inbound process for taking/managing leads.
 - Implement standard follow-up timelines, phone calls, letters and e-mails.
- Establish and meet weekly and monthly goals for leads and lead conversion
- Plan and implement a lead acquisition program.
- Establish and host an annual outing coordinator appreciation event for current event coordinators and top potential outing leads.
- Establish, implement, and maintain standard outing packages, presentations, and web site information.

Closing

- Establish and maintain standard outing contract and contract follow-up process.
- Establish day-of-event procedures to ensure positive experiences and renewal.
- Contact all current events for follow-up and renewal within 10 days after event.

Annual Pass Holder Programs

Prospecting

- Fully utilize Electronic Sales Management System.
- Plan and implement an Annual Pass Holder referral program.
- Identify top potential Pass Holder leads from:
 - Top volume public players and cardholders
 - Prior Pass Holders (upgrades)

- Previous years' lost prospects
- Contact all previous Pass Holders leads in the following manners:
 - Call and then follow-up with written communication to top potential leads.
 - Implement standard inbound process for taking/managing leads.
 - Implement standard follow-up timelines, phone calls, letters and e-mails.
- Establish and meet weekly and monthly goals for leads and lead conversion
- Establish and host Annual Pass Holder appreciation event s for Pass Holders (renewals) and top potential leads.
- Establish, implement, and maintain standard Pass Holder packages, presentations, and web site information.

Closing

- Establish and maintain standard Pass Holder contract and contract follow-up process.
- Contact all current Pass Holders for follow-up and renewal at least 90 days prior to expiration date.

Banquets / Weddings

Prospecting

- Fully utilize Electronic Sales Management System.
- Identify top potential outing leads from:
 - Competitors' events
 - Lead-generation partners
 - Current events (repeat events, smaller events, affiliated events)
 - Similar companies and organization as current banquets
 - Previous years' lost banquets and prospects
- Contact all banquet leads in the following manners:
 - Call and then follow-up with written communication to top potential banquet leads.
 - Implement standard inbound process for taking/managing leads.
 - Implement standard follow-up timelines, phone calls, letters and e-mails.
- Establish and meet weekly and monthly goals for leads and lead conversion
- Plan and implement a lead acquisition program.
- Establish and host an annual banquet coordinator appreciation event for local event coordinators and top potential banquet leads.
- Establish, implement, and maintain standard banquet packages, presentations, and web site information.
- Participate in and with appropriate wedding lead-generation events and partners (i.e., wedding expos, bridal websites)

Closing

- Establish and maintain standard banquet contract and contract follow-up process.
- Contact all prior events for follow-up and renewal within 10 days after event.

GROWTH & RETENTION COMMUNICATION

In addition to providing outstanding course conditions and exceptional service, BCG will market to guests at CWCC to achieve maximum revenue and volume from them, and retain them by implementing communications for new, existing, and at-risk guests. BCG will utilize the in-house services of Buffalo to acquire and retain new event coordinators, outing coordinators and a healthy-dose of regional and national publicity.

Advertising

Print

- Review and finalize print advertising campaign for acquisition of new guests and rounds, with the objective of maximizing revenue from and volume of responders to offer-based advertising.
- Establish and implement clear objectives for promoting established special offers through these mediums, as well as a clear, measurable ROI using coupon SKUs.
- Limit use of non-offer based, branding advertisements to specific awareness objectives.
- Minimize presence to “as needed” in printed telephone directory yellow pages.

Electronic

- Review and finalize electronic advertising campaign for acquisition of new guests with the objective of maximizing revenue from and volume of responders to offer-based advertising.
- Establish and implement clear objectives for promoting established special offers through these mediums, as well as a clear, measurable ROI.
- Limit use of non-offer based, branding advertisements to specific awareness objectives.
- Maximize presence and accuracy in free Internet-based directories.

Third-Party Providers

Electronic

- Finalize participation with BCG-approved third-party providers, including:
 - GolfNow.com
 - Hotel Reservation System Partners
 - Groupon
- Establish and implement clear objectives for promoting established special offers through these mediums, as well as a clear, measurable ROI.
- Review and establish participation in a course-specific “Hot Times” / Specials Tee Time Engine, with the objective of maximizing our own revenue and volume among daily-fee golfers acquired from electronic third-parties.

Public Relations

PR and Media

- Review and finalize PR and Media Relations Plan.

Revised October 18, 2013

GOLF COURSE OPERATIONS SERVICES
Committee Evaluation Totals - Top 3 Short Listed Firms

TR12412 EXHIBIT 3
RFP 13-25R

Proposer's Name:	Billy Casper Golf	Hampton Golf	Kemper Sports Management
RANKING			
Director of Financial Services	1	2	Withdrew
Director of Human Resources	1	2	Withdrew
Director of Public Services	1	2	Withdrew
Purchasing & Contracts Manager	1	2	Withdrew
TOTAL POINTS			
	4	8	Withdrew
TOTAL RANKING			
	1	2	Withdrew

Note: 1 = First (or Highest) Rating; 2 = 2nd Ranking; 3 = 3rd Ranking
Lowest Number of Points is the Most Advantageous Response

Original October 3, 2013

Proposer's Name:	Billy Casper Golf	Hampton Golf	Kemper Sports Management
RANKING			
Director of Financial Services	2	3	1
Director of Human Resources	2	3	1
Director of Public Services	2	3	1
Purchasing & Contracts Manager	2	3	1
TOTAL POINTS			
	8	12	4
TOTAL RANKING			
	2	3	1

Note: 1 = First (or Highest) Rating; 2 = 2nd Ranking; 3 = 3rd Ranking
Lowest Number of Points is the Most Advantageous Response

Proposal submitted by Applied Golf was not short-listed in top 3.

NON-RESPONSIVE FIRMS:

First Tee Management -- Firm has not managed any golf courses as a corporate entity. No proof of insurance. No current licenses submitted. No detailed business plan submitted. No legal history of firm provided.

Green Golf Partners -- Firm did not provide any staffing projections. Did not submit a business plan. Did not provide pool of licenses or insurance.

Guidant Management Group -- Firm did not provide references the minimum 5 references for 5 courses managed. No specific business plan provided.

TR12412 – Exhibit 4

**COLONY WEST GOLF COMPLEX
MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT ("Agreement") is made as of this _____ day of _____, 2013 by and between BILLY CASPER GOLF, LLC ("BCG"), a Virginia limited liability company, having an address at 8300 Boone Boulevard, Suite 350, Vienna, VA 22182 and the City of Tamarac ("City"), a Municipal Corporation of the State of Florida, having an address at 7525 NW 88th Avenue, Tamarac, Florida 33321.

WHEREAS, City owns certain real property commonly known as Colony West Golf Complex (CWGC), currently an 18-hole golf course and an 18-hole executive golf course, clubhouse, and other amenities located in Tamarac, Florida (the "Club"); and

WHEREAS, City recognizes the benefit of engaging a third party management company to manage the affairs of the Club; and

WHEREAS, BCG is in the business of managing golf courses and clubs; and

WHEREAS, City desires to utilize the services and experience of BCG in connection with the management and operation of the Club, and BCG desires to render such services, upon the terms and conditions set forth in this Agreement; and

WHEREAS, BCG intends to form a wholly-owned single-purpose subsidiary entity registered to do business in the state of Florida and the City of Tamarac, Colony West Golf Management, LLC, ("CWGM") for the purpose of performing some or all of the services outlined herein; and

WHEREAS, nothing in this Agreement shall be construed or interpreted to mean that BCG and CWGM are alter egos of each other; and

WHEREAS, the parties hereto acknowledge and agree that the formation and performance of CWGM shall not relieve BCG or City from any of their respective duties, obligations, and responsibilities set forth herein;

NOW, THEREFORE, in consideration of the covenants and agreements of the parties contained herein it is mutually agreed to as follows:

1. **DEFINITIONS.** The following terms, as used in this Agreement, shall have the following meaning, unless otherwise set out in this Agreement.
 - A. Annual Budget and Program: Documents presented by BCG for the operation of the Club to the City as part of the City's annual budget process, including but not limited to the following: Annual Business Plan and Operating Budget, Agronomic Plan and Marketing Plan.
 - B. BCG: Billy Casper Golf, LLC. a Virginia Limited Liability Company.
 - C. City/City: The City of Tamarac, a Florida municipal corporation. The City of Tamarac owns the Colony West Golf Course and is lessee, operator and agent for the Colony West Golf Course Golf Course.
 - D. "Colony West Golf Complex": CWGC, alternatively referred to as "the Club".
 - E. "CWGM": Colony West Golf Management, LLC, a wholly-owned subsidiary of Billy Casper Golf, LLC to perform some or all of the services at CWGC

- F. Days. The term “days” shall be defined to refer to business days unless expressly stated otherwise.
- G. Fiscal Year: October 1st- September 30th.
- H. General Manager: The term “General Manager” shall mean a person responsible for the overall day-to-day management of Club operations at the CWGC.
- I. Golf Course: Colony West Golf Complex owned by the City and commonly known as Colony West, which includes the clubhouse(s), an 18 hole golf course and an 18 hole executive golf course, and other amenities.
- J. Golf Course Superintendent. The term “Golf Course Superintendent” shall mean a member in good standing of the Golf Course Superintendent’s Association of America (GCSAA) and the Golf Course Superintendent’s qualifications shall meet or exceed the standards of the GCSAA Class “A” certification.
- K. Golf Professional. The term “Golf Professional” shall mean a person certified as a Professional Golf Association (PGA) Class A Professional.
- L. Gross Revenue: All revenues and income of any nature derived directly or indirectly from the Club or from the use or operation thereof, including green fees, gross sales proceeds from the sale of green fees, memberships or annual passes to the Club, monthly dues from annual pass holders of the Club, rental fees for golf carts, golf clubs and other rental items, net lesson fees, food and beverage revenues (including mandatory service charges, revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments and other group gatherings) merchandise sales, and the proceeds paid for any business interruption, use, occupancy or similar insurance policy claim. Excluded from “Gross Revenue” are any credits or refunds made to customers, guests or patrons; any sums and credits received by City for lost or damaged merchandise; any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, amusement taxes, tourist taxes or charges; any proceeds from the sale or other disposition of the Club, Furniture, Fixtures & Equipment (FF&E), or other capital assets; any property and/or liability insurance proceeds; any proceeds of financing or refinancing of the Club; amounts contributed by City pursuant to the terms of this Agreement and Income or interest derived from the Club bank account. Gross Revenues shall be determined on an accrual basis and in accordance with generally acceptable accounting principles (“GAAP”).
- M. Lessons. The term “Lessons” refers to the teaching of golf techniques and form provided by the Golf Professional or any other employees or subcontractor, if any.
- N. Medical Examination. As used herein, the term “Medical Examination” shall refer to a pre-employment examination by a physician which includes drug free workplace screening, any required examinations for commercial (CDL) drivers licenses as applicable, and such medical screening necessary to determine that the employment candidate is capable of physically performing the essential functions for the position for which they are being considered.
- O. Minimum Funds Balance: The minimum dollar amount of the budget for all operating expenses for each month for the Club, as set forth in the Annual Budget and Program approved by the City.
- P. Net Operating Income: Gross Revenue from the Club, minus all operating expenses which are attributable (in accordance with generally accepted accounting principles) to

the use and operation of the Club, including, without limitation: employee costs, operating expenses, centralized services, the Base Management Fees, expense reimbursements, interest expense on capital leases, all insurance costs related to the operation of the Club, personal property taxes (limited to an amount allocable to the Club), and golf cart leases and operating costs; provided, however, such expenses shall not include any charges for amortization, depreciation, capital expenditures, debt service, City distributions or overhead allocations, or any Incentive Management Fees paid to BCG hereunder.

Q. Operating Expenses: The costs attributable to the operation of the Club, including but not limited to: Base Management Fees, payroll, payroll taxes, benefits, employee related costs, insurance, supplies, marketing materials, services, utilities, maintenance and repair, and service agreements.

R. Working Capital: Funds utilized to pay operating expenses of the Club.

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon November 15, 2013 ("Effective Date"), and unless terminated as provided for herein, shall expire five (5) years from the Effective Date ("Initial Term"), and thereafter may renew for one successive period of five (5) years (such period being an "Extension Term") upon written mutual agreement by City and BCG no later than one hundred twenty (120) days prior to expiration date.

3. **APPOINTMENT OF BCG AS MANAGER.** From and after the Effective Date, City hereby grants to BCG the right, subject to City's input, to supervise and direct the management and operation of the Club for and on the account of City, and CWGM hereby accepts said grant and agrees that it shall supervise and direct the management and operation of the Club, all pursuant to and in accordance with the terms of this Agreement, and City shall reasonably cooperate so as to permit BCG to carry out its duties hereunder. BCG shall perform the services in accordance with the provisions contained in City's Request for Proposal No. 13-25R entitled "Golf Course Operations Services" dated September 18, 2013, and the BCG Proposal Response dated October 1, 2013, both documents are incorporated herein as if set forth in full as contract documents. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Request for Proposal No. 13-25R dated September 18, 2013 as issued by the City, and the BCG Proposal, Request for Proposal No. 13-25R for as issued by the City shall take precedence over the BCG Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

4. **BILLY CASPER GOLF, LLC SERVICES.** Services rendered by BCG to City shall be as follows: Subject to the terms of this Agreement, BCG, as an independent contractor, shall have the sole and exclusive right to operate, manage, and maintain the Club and the Golf Course property. City and BCG agree that they shall cooperate reasonably with each other to permit BCG to carry out its duties under this Agreement. BCG shall have the responsibility and authority to provide general operational management services for the Club, including, without limitation, the following services:

A. Employees.

1. All personnel employed at the Club shall at all times be employees of CWGM. CWGM shall, as an expense of the Club, hire, promote, supervise, direct and train all CWGM employees at the Club, fix their compensation and fringe benefits, and, generally, establish and maintain all policies relating to employment and employment benefits. Employees wishing to participate in the benefits program shall adhere to the requirements of the BCG benefits program with respect to required contributions, deductibles and eligibility based upon position classification and employee tenure.

CWGM employee files shall always be the sole property of CWGM. All costs of every kind and nature pertaining to all employees at the Club arising out of the employer-employee relationship, including, without limitation, salaries, fringe benefits, bonuses, recruitment, background processing, relocation costs, training, performance management, employment-related legal costs, and costs incurred in connection with governmental laws and regulations and insurance rules, including those relating to post employment costs for benefits, health insurance, cobra payments, and any payouts of unused vacation at termination of employment, shall be an Operating Expense paid from the Operating Account (as defined in Paragraph 5 below), and City shall reimburse BCG from all costs, expenses, liabilities and claims incurred in connection therewith, except to the extent that such costs, expenses, liabilities and claims are as a direct result of BCG's actions or omissions. If an employee of BCG or an affiliate of BCG that is not employed at the Club is assigned temporarily or on a part-time basis to perform services at the Club, such employee's salary (including employee benefits and taxes) in proportion to the period of time such employee dedicates to the Club, and actual expenses incurred traveling to and from the Club shall be reimbursed to BCG by the Club pursuant to 7.D below.

2. Due to the importance and direct impact upon the operations of the Club such employees may impart, the City Manager or designee shall have input - related to the hiring of the General Manager, Golf Professional and Golf Course Superintendent. CWGM will be responsible for hiring the appropriate number of qualified personnel to conduct the daily operation and management of the facility and will comply with all federal, state and local laws including but not limited to those related to the Fair Labor Standards Act, social security, nondiscrimination, American with Disabilities Act ("ADA"), unemployment compensation, and workers' compensation who will be employed exclusively for the performance of this Agreement. All personnel employed by CWGM to work at CWGC shall be paid in accordance with the Federal Minimum Wage Law. CWGM shall be responsible for the payment of all employment taxes, social security taxes and background checks related to said personnel.
3. Provisional offers of employment by CWGM of its employees working at the Club shall be contingent upon the satisfactory completion of the following background screening requirements, with all such expenses associated with the screening to be Operating Expenses of the Club.
4. Background Screening/Fingerprints: All personnel employed by CWGM shall be required to go through background screenings pursuant to Chapter 435, Florida Statutes, and successfully complete a Level 2 screening and a sexual offender background check. All personnel shall have a full criminal history, sexual offender, and Department of Motor Vehicle background check consisting of Federal and State records (note: applicants are not permitted to produce their own personal copies of previous background screening reports).
5. Credit Report: Those responsible for handling cash or financial transactions shall undergo a financial credit check.
6. A pre-employment medical examination must be completed, including drug and alcohol screening pursuant to the Florida Drug and Alcohol Free Workplace program requirements of §440.102, Florida Statutes.
7. Failure of an applicant to successfully complete the required full background investigation and medical examination shall result in the withdrawal of the contingent offer of employment.

8. All employees of the Club involved in accidents while on the job, regardless of level of damage or injury shall undergo a post-incident examination to include a drug and alcohol screening pursuant to § 440.102, Florida Statutes.
9. Employees of BCG and CWGM shall at all times be under the sole direction and not an employee or agent of the City. BCG and CWGM shall supply competent and physically capable employees to work at CWGC. City Manager or designee may give CWGM notice that an employee's conduct is detrimental to the public. Following said notice, CWGM shall - meet with the City Manager or designee to consider the appropriate course of action.
10. Non-Discrimination & Equal Opportunity Employment. During the performance of this Agreement, CWGM shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CWGM will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CWGM shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CWGM further agrees that it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
11. Safety Standards. BCG warrants that all work performed under this Agreement shall conform in all respects to the standards, procedures and protocols set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. BCG shall supervise its work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner.
12. Unauthorized Aliens: The employment of unauthorized aliens by BCG is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If BCG knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. This applies to any sub-contractors used by BCG as well.

City shall not, without the written consent of BCG, offer employment to, hire or employ any corporate BCG employee or individual who has been a corporate BCG employee at any time during the six (6) month period prior to the proposed offer of employment or hiring by City. The obligations under this Paragraph 4A shall remain effective from the Effective Date through a period of one (1) year after the termination of this Agreement. The obligations under this Paragraph 4A shall survive the termination of this Agreement.

- B. Inventory – Merchandise and Items for Re-sale. BCG shall, at the expense of the Club, obtain merchandise for the pro shop at the Club and food and beverage items, all in accordance with the Annual Budget and Program.
- C. Supervision. BCG shall supervise and manage the Club operations to include golf pro shop, maintenance, food and beverage, annual membership and pass sales efforts, administration, and other ancillary services at the Club.

- D. Equipment. Except as set forth in Paragraph 13, BCG shall, in preparation of Annual Budget and Program as set forth in Paragraph 4H, develop a list of required equipment and a purchase/lease schedule and maintain in good working condition and order the physical plant and equipment at the Club including the golf course and all physical structures which are part of the Club, and all vehicles and other maintenance equipment necessary to the maintenance and operation of the Club in the normal course of business. Such maintenance shall occur in accordance with manufacturer's recommended specifications for all equipment and vehicles or otherwise in accordance with industry standards as to all other property. The City shall have the right to inspect the equipment and maintenance procedures upon reasonable notice to CWGM.
- E. Purchasing and Procurement. With respect to the duties and responsibilities of BCG as set forth in this Paragraph 4, BCG shall arrange for the procurement, on behalf of the City and as an operating expense of the Club, all operating supplies, operating equipment, inventories and services as are deemed necessary to the normal and ordinary course of operation of the Club and to operate the Club in accordance with the Annual Budget and Program. In purchasing operating supplies, operating equipment, inventories (including merchandise to be sold in the golf shop) and services for the Club, BCG may utilize its purchasing procurement services and/or other group buying techniques involving other clubs managed by BCG, provided that the cost thereof shall be competitive. In such event, BCG may receive and retain a minor fee or other compensation from vendors and service providers in exchange for BCG's services in making the benefit of volume purchases available to the Club or negotiating and implementing the arrangements with such vendors or providers, provided that the cost shall be competitive. Any available discount, rebate, fee or compensation which is directly attributable to the purchases made by BCG for the operation of the Club shall be remitted directly to the Club from the vendor and shall be included in Gross Income. BCG may, to the extent reasonably practicable, consult with the City's Purchasing & Contracts Manager in an effort to obtain the most competitive pricing available in the marketplace.
- Any BCG proposed subcontractor shall be submitted to City for prior written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of BCG's duties to City under this Agreement, with it being understood that nothing herein shall in any way relieve BCG of any of its duties or responsibilities under this agreement.
- F. Consultation. Except as provided in Paragraph 4A pertaining to the assignment by BCG of temporary or part-time BCG personnel, BCG shall, as part of its services hereunder and without additional compensation, make its staff available to City upon request for consultation regarding the Club, including, but not limited to capital improvements or projects which may include modifications to the vertical structures or golf course.
- G. Marketing. BCG shall create, direct, and implement an annual marketing plan for the Club as part of the Annual Budget and Program. The marketing plan for the Club will include a market analysis, a summary of golf programs to include rates, annual membership and pass sales structure, and strategies for achieving the budgeted financial goals and other marketing-related goals for all Club departments.

BCG shall, as an operating expense of the Club, obtain and manage:

1. Marketing systems, including internet (web site, e-mail, e-commerce); electronic tee sheet program (reservation system, customer database, POS); credit card processing; and branding materials (graphic design, collateral, photography);
2. Customer acquisition programs, including advertising (print, electronic, display); direct marketing (direct mail, broadcast e-mail); promotional offers; and community and vendor partnerships and sponsorships;

3. Customer retention programs, including special events and programs; promotional offers; and membership events and programs;
4. Sales programs, including outing, membership, and event sales management; and
5. Quality assurance programs, including customer surveying; 'secret shopper' on-site visits and telephone sales calls.

BCG shall coordinate and oversee all third party contractors' work in connection with the production and implementation of these programs. BCG shall also include, as appropriate, the Club as a participant in BCG-shared marketing programs, including regional and national advertising and promotions, round sharing and referrals through the reservation system, and use of the name and mark 'Managed by Billy Casper Golf.'

All advertising fees and promotional fees paid by third parties to the Club shall belong to and constitute Gross Revenues of the Club.

- H. Accounting. BCG or CWGM, as appropriate under separate agreements, shall pay all vendors of the Club (subject to the availability of funds in accordance with the terms of the Agreement). BCG shall provide separate budgeting, bookkeeping and reporting services to City for the Club. Copies of all books and records shall be kept at the Club. All books, records, software, data, programs, manuals and the like shall remain the property of City and BCG shall be entitled, but not obligated, to keep a copy of said books, records, software, data, programs, manuals and the like for its own records as it desires.

1. Reporting. BCG shall prepare and deliver to the City, in accordance with BCG standard procedures and format, on an accrual basis and generally accepted accounting principles (GAAP) for the single purpose subsidiary entity CWGM, regular monthly and annual financial statements which shall include an operating level balance sheet (bank account balances, inventory, accounts payable, accounts receivable if applicable, accrued payables, gift certificate balances and paid in capital from City), a profit and loss statement for the current month and year to date activity, accounts payable listing, general ledger activity and comments regarding monthly activity and variances to the Annual Budget. Upon City's request, BCG shall provide all accounting data and reports in electronic form. BCG shall not be responsible for the accounting or governmental reporting requirements of the City, including but not limited to, the depreciation, amortization or addition of assets and equipment, City's equity, debt service principle, loan amortization, or payment of any invoices which relate to a period prior to the Effective Date. City shall provide BCG opening entry data for the balance sheet within fifteen (15) days of the Effective Date.

Final monthly operating statements shall be furnished to City no later than the 20th day following the last day of each month, and annual operating statements shall be furnished by the 45th day following the last day of each Fiscal Year. At City's discretion, the annual operating statement shall be audited and prepared by a certified public accountant chosen by City, the cost of which shall be an Operating Expense of the Club. This audit shall be performed at the Club site, and BCG shall make every reasonable effort to comply with the auditor's requests.

2. Internal Control. BCG agrees to develop, install, and maintain appropriate accounting, operating, and administrative controls governing the financial aspects of the Club, such controls to be consistent (in all material respects) with generally accepted accounting principles.

3. **Records and Inspection.** BCG shall maintain a set of all financial, vendor, employee, and operating records relating to the Club at the Property. At any time during the Term and for five (5) years thereafter, City shall have the right, after reasonable prior written notice to BCG, to inspect the books, records, invoices, deposits, canceled checks, or other financial data or transactions of the Club at reasonable times and during normal business hours; provided, however, City shall use its best efforts to not cause any disruptions in the operations of the Club in connection with such inspections. BCG shall maintain and insure that its subcontractors and concessionaires, if any, maintain records to verify allowable expenses. In addition, the City may observe the operation of the Club so that the accuracy of the records can be confirmed. Notwithstanding the foregoing, such inspection rights shall not extend to any inspection of BCG corporate records at its corporate office or any records relating to any other projects or locations. Upon expiration or termination of this Agreement, BCG will promptly turn over all such Club records to City; however, BCG may retain copies as required by applicable records retention policies or law.

In the event any audit or inspection conducted reveals any underpayment or overpayment by BCG and such fact is confirmed by the representatives of both parties, BCG or City, as applicable, shall correct such underpayment or overpayment within thirty (30) days of notification. In the event BCG and City cannot agree on the findings of the audit or inspection within thirty (30) days in good faith, then City and BCG shall appoint a neutral third party auditor that is mutually acceptable to both City and BCG who shall perform an independent review of both the City's determinations and BCG's determinations. The determination of such neutral third party auditor shall be final and binding on both parties. The cost of the neutral third party auditor shall be shared by both parties and shall not be considered an Operating Expense of the Club.

4. **Annual Budget and Program.** BCG shall prepare and deliver to City no later than June 1st of each year (except for the first full or partial fiscal year when BCG shall prepare and deliver to City no later than thirty (30) days after the Effective Date) for the following fiscal year: (a) an Annual Operating Budget, including revenues and Operating Expenses and labor burden (to include rates of pay, incentive or commission structures) for each department of the Club; a merchandise buying plan for the pro shop; a comparison to the annual operating budget for the immediately preceding year and a projection of anticipated monthly revenues and expenses and cash flows for the Club for the following Fiscal Year, including, without limitation, a reasonable contingency and anticipated working capital requirements for the Club for the year; (b) a recommended capital expenditures budget for the next Fiscal Year; (c) a Policies and Procedures Outline for the Club, including, without limitation, operating policies, proposed hours of operation, policies related to complimentary golf course and Club use by City's representatives and employees, standards for operations and quality of service standards; (d) an Agronomic Plan including staffing assumptions, chemical and fertilization applications including planned agronomic practices; (e) Marketing Plan as described in Paragraph 4G (collectively, the "Annual Budget and Program"). BCG and City shall use their mutual best efforts to agree upon the Annual Budget and Program for the following year before the Fiscal Year end. **City shall have the final approval and final decision-making authority over the Annual Budget and Program.** City shall provide BCG written confirmation of its approval of the Annual Budget and Program within sixty (60) days of BCG's submission of the Annual Budget and Program to City. If the City does not provide the written confirmation or rejection within the aforementioned sixty (60)

day period, BCG shall continue to operate under the existing budget until approval is obtained.

Each party may, from time to time, propose to the other party, in writing, during the course of the year, such changes or amendments to the Annual Budget and Program as such party may consider necessary or appropriate, and BCG and City shall use their mutual best efforts to act upon such proposal within thirty (30) days after such proposal is made provided any such change or amendment shall be subject to City's prior written approval. If the City fails to provide written confirmation or rejection of BCG's proposed changes or amendments to the Annual Budget and Program within thirty (30) days after such proposal is made, said changes shall not go into effect until approval is obtained or rejection of the amendment has been received. BCG shall secure the prior approval of City for total expenditures which exceed the total expenditure amount approved in the Annual Budget and Program, however, as necessary, BCG has the ability to allocate funds from individual expense line item to another expense line item within the Annual Budget and Program, and (ii) expenditures which will exceed any line item in the Annual Budget and Program by Ten Thousand Dollars (\$10,000), so long as all such expenditures do not exceed Fifty Thousand Dollars (\$50,000) in the aggregate for the entire Annual Budget and Program, except for expenditures necessary in the event of emergencies for which prompt notice will be given to City.

- a. Payroll and Benefits. BCG, on behalf of CWGM, shall establish, administer, and maintain the payroll procedure and systems for the CWGM employees at the Club and shall be responsible for overseeing the benefits to, and handling the appropriate payroll deductions for, individual employees. Benefits will be limited to vacations, sick leave, medical insurance coverage, and 401(k) plan, as approved by City pursuant to the Annual Budget and Program. All employees of the Club shall be employees of CWGM, and CWGM shall comply with Federal and State employment laws.
 - b. Vendor Accounts. BCG shall utilize existing vendor accounts which are in the name of the City whenever possible. If necessary, BCG shall coordinate with City and appropriate vendors to establish any new vendor accounts with appropriate credit limits applied for on behalf of and in the name of the City. BCG and/or CWGM shall act as Agent for the City with regard to payment of vendors, and City accepts full responsibility for all vendor payments which are part of the approved Annual Budget and Program.
- I. IT Services. BCG shall create, direct, and implement activities IT functionality, in a safe and stable manner, for the Club. BCG shall, as an Operating Expense of the Club, obtain and manage:
1. Networking infrastructure. The hardware and software resources of an entire network that enable network connectivity, communication, operations and management of a computer environment. The entire network infrastructure is interconnected, and can be used for internal communications, external communications or both. The entire network infrastructure may include routers, switches, wireless routers, cables, network operations and management software, operating systems, firewall and network security applications, network connectivity (cable, T-1 Lines, DSL, satellite, wireless, IP addressing, etc.)

2. Telephone Systems. The electronic transmission of voice, fax, or other information between parties including the use of **VoIP (voice over Internet Protocol)** for the delivery of voice communications over the Internet. This includes voice, fax, SMS, and/or voice-messaging applications that are transported via a network.
3. Hardware and Software to include the physical components that make up a computer system and then the software that runs on those physical components.
4. Virus and Malware Protection software designed to prevent viruses, worms and Trojan horses from getting onto a computer as well as remove any malicious software code that has already infected a computer.
5. Network Intrusion Protection software application that monitors network or system activities for malicious activities. Intrusion detection and prevention systems are primarily focused on identifying possible malicious incidents, logging information about them, and reporting attempts.
6. Network Monitoring is the use of a system that constantly monitors the computer network for slow or failing components and notifies the network administrator (via email, SMS or other alarms) in case of outages.
 - i. PCI Compliance. BCG will review the network and work with City as part of the start-up and transition process in order to determine necessary steps to achieve compliance with the Payment Card Industry Data Security Standards ("PCI DSS") at the Club. PCI DSS is a set of requirements designed to ensure that all companies that process, store or transmit credit card information maintain a secure environment with focus on improving payment account security throughout the transaction process.
7. IT Service Reimbursement As part of the Annual Business Plan there shall be a monthly support fee for the remote support of the IT services as referenced. If the issue cannot be resolved remotely and requires BCG corporate based personnel to be on site at the Club BCG IT Services shall be paid an amount equal to seventy five dollars (\$75.00) per hour and necessary hardware upgrades/software installation without mark-up or profit to BCG.

BCG shall coordinate and oversee all third party contractors' work, if cost effective and appropriate, in connection with the implementation of these programs.

J. Operating Expenses and City's Remittance.

1. Minimum Funds Balance. At the end of each calendar month, after paying the Operating Expenses of the Club and other expenses authorized by City, BCG shall remit directly to City all amounts (if any) then in the Operating Account (as hereinafter described) in excess of the Minimum Funds Balance (as hereinafter described) by wire transfer or on line transfer to said account as City may from time to time designate by written notice to BCG (the "City's Remittance").

As used herein, the Minimum Funds Balance for the Club shall be defined as the dollar amount of the total budget for all Operating Expenses (as set forth in the Annual Budget and Program) for the month following the current month within the Term of the Agreement. At no time shall the Minimum Funds Balance be less than fifty thousand dollars (\$50,000).

2. Operating Expenses. BCG shall pay all Operating Expenses for the Club on behalf of City from the Operating Account which expenses shall include, but not be limited to, payments of all monthly payroll and related expenses, Operating Expenses, Management Fees (including Base Management Fees and Incentive Management Fees), any real and personal property taxes levied on the Club. BCG will collect from and remit on behalf of the City, sales, use, value-included and excise taxes on sales and rentals at the Club. Under no circumstances shall BCG or CWGM be liable for Federal, State, or local taxes of any kind whatsoever levied against City or the Property in relation to City's ownership, leasing, or operations.
3. Initial Funding. Until such time as the Annual Budget and Program are approved by City, City gives BCG approval to operate the facility in accordance with this Agreement. City shall provide initial funding in the amount of fifty thousand dollars (\$50,000) for operations prior to approval of the Annual Budget and Program (the "Initial Funding") and shall at all times ensure that the Minimum Funds Balance is maintained in the Operating Account upon execution of this Agreement. If operating revenues are insufficient to cover expenses, upon BCG's notifying City of such operating revenue shortfall, City shall have five (5) days to deposit into the Operating Account the funds necessary to cover such deficits and to restore the Minimum Funds Balance. If City does not provide the necessary "Working Capital", BCG may, but shall not be responsible to, cover such Operating Expenses. City shall be liable to reimburse BCG for any such amounts paid by BCG. City shall be responsible for all late fees, interest, and other penalties charged by vendors and other parties who supply labor, services or materials to the Club and to whom such amounts are owed to the extent such amounts are charged arising out of the City's failure to provide the necessary Working Capital." The City shall not be responsible for late fees, interest and other penalties charged by vendors and other parties solely due to BCG or CWGM's failure to pay such expenses timely for reasons unrelated to the availability funds.
- K. City's Meeting. BCG shall, periodically, consult with the City regarding the Club and its operations at a time, date and place designated by City.
- L. Limitations. BCG shall obtain City's prior written approval for (i) contracts in excess of ten thousand dollars (\$10,000), (ii) contracts in excess of twelve (12) months in duration unless the same can be terminated upon thirty (30) days written notice without cost or fee to City, and (iii) contracts with affiliates of BCG.
- M. Assignment of Operations. Upon a termination of this Agreement, BCG and/or CWGM, as appropriate, shall assign to City's designee all operating accounts, vendor accounts, inventory, accounts receivable, and accounts payable, which transfer shall be completed upon BCG and/or CWGM receiving all fees due pursuant to this Agreement. BCG and CWGM shall, without additional payment by the City, cooperate beyond termination with City and any replacement manager for a reasonable period after termination (all parties hereto agree that a reasonable period is not less than two (2) weeks and not more than four (4) weeks) to facilitate the orderly transition of the management of the Club.
- N. Waterways Maintenance: The City shall be responsible for maintaining all canals and lakes located on or adjacent to the property; however, as an alternative, BCG may maintain the canals and lakes in accordance with the City's specifications and the cost of such maintenance shall be considered as an Operating Expense.
5. **ACCOUNTS.** BCG shall establish the following business checking accounts for the Club: (a) a "Deposit Account," (b) an "Operating Account" and (c) an "On Site Account," (collectively, the

"Accounts"), for use in its management and operation of the Club. BCG, CWGM and City shall be authorized to access and use the Accounts in compliance with the Annual Budget and Program and the terms of this Agreement. All revenues, receipts, and funds deposited into the Accounts from time to time by City, BCG or CWGM shall be defined as and constitute "Working Capital" herein. BCG and/or CWGM shall cause all revenues and receipts to be deposited into the Deposit Account on a daily basis. BCG and/or CWGM shall use the Operating Account to pay all Operating Expenses of the Club and shall transfer funds from the Deposit Account to the Operating Account as required to pay such expenses. BCG and/or CWGM shall maintain in the On-Site Account an amount to be used for minor Club expenses.

Upon cancellation or termination of this Agreement for reasons other than fraud, theft or other criminal activity, BCG and/or CWGM shall continue to have the right to access and use the Accounts to satisfy all Operating Expenses incurred through the final effective date of termination after all of the notice and cure periods described herein have expired. Forty-five (45) days after the final effective date of termination after all of the notice and cure periods described herein have expired, BCG's and CWGM's rights to access and use the Accounts shall be immediately revoked and all funds in the Accounts shall be immediately paid over to City.. Upon direction from City from time to time, BCG shall invest or deposit funds in the Accounts in accordance with City's direction provided that the City's direction is compliant with the Annual Budget and Program and the terms of this Agreement. BCG shall establish, administer and maintain the point of sale and credit card procedures and systems for the depositing of revenues into such accounts on a daily basis.

6. **INSURANCE.** BCG shall secure and maintain a separate property, general liability, crime, D & O, and workman's compensation insurance coverage, etc. for the Club as set forth in Exhibit A, provided BCG has continued access and control of the property constituting the Club. These coverages, limits and deductibles set forth in Exhibit A are subject to change each policy year. BCG shall provide written notice to City in the event of a coverage, limit, and/or deductible change.

City shall notify BCG in writing if City desires to have any property insured through BCG Master Insurance policy. The written notice must be delivered to CWGM such that it is received by BCG thirty (30) days prior to the effective date of such coverage. City shall be liable for the payment of the premiums of said insurance for so long as City shall own the Club during the term of this Agreement. The coverage shall be terminated upon termination of the Agreement. Upon City's prior written notification to BCG, City may procure and maintain, at City's sole cost and expense, with insurance companies licensed to do business in the State of Florida sufficient insurance fully covering the Property and operation of the Club. Owner shall deliver to BCG certificates of insurance evidencing the required policies.

Such policies shall name BCG, CWGM, City, and any applicable third parties as additional insureds under such policies. All insurance policies required hereunder shall contain a provision requiring the insurer to notify BCG, City and other named insureds at least thirty (30) days in advance of any cancellation or termination of such policy and satisfactory waiver of subrogation provisions. BCGs secured coverages shall not include D & O coverage for City. Except as provided for elsewhere in this Paragraph, BCG shall be responsible for securing and maintaining all of the insurance policies required hereunder, provided, however, that BCG shall have no obligation to pay such premiums from its own funds. BCG shall obtain competitive bids for the coverage each year. BCG contemplates that it will secure such insurance as a part of a blanket policy; the premiums attributable to the Club shall be determined by making a reasonable allocation based on the relation of the amount of insurance carried for the Club to the total policy amount provided for other BCG clubs in the blanket policy, and the blanket policies shall have coverage in the amounts set forth in Exhibit A. These coverages, limits and deductibles are subject to change each policy year. BCG shall provide written notice to City in the event of a coverage, limit, and/or deductible change. The premiums for any and all such policies shall be paid from the Operating Account to be provided by City pursuant to Paragraph 5 hereof and in

accordance with the Annual Budget and Program, or by City in the event there is insufficient Working Capital available.

7. COMPENSATION AND FEES.

- A. Base Management Fee. For its services hereunder, BCG shall be paid a Base Management Fee (the "Base Management Fee") of seven thousand three hundred and thirty three dollars per month (\$7,333.00) per month. The Base Management Fee shall be payable on the fifth (5th) day of each month from the Operating Account. The Base Management Fee shall be a net fee to BCG and shall not include Club expenditures as provided for in this Paragraph 7 or any other Operating Expenses. Commencing on January 1, 2015, and for each subsequent year and possible Extension Term thereafter, the Base Management Fee shall increase three-percent (3%) over the immediately preceding year for the term of the Agreement.
- B. Incentive Management Fee. In addition to the Base Management Fee, BCG shall be entitled to earn an Incentive Management Fee for each full Fiscal Year during the Term. For Fiscal Year 2014 and each year thereafter, BCG shall receive an amount calculated as fifteen percent (15%) of the positive Net Operating Income in excess of one dollar (\$1.00) for Fiscal Year 2014 and 2015 and fifteen percent (15%) of positive Net Operating Income in excess of one hundred and fifty thousand dollars (\$150,000.00) (the "Incentive Management Fee"), for each year thereafter. Notwithstanding anything to the contrary in this Paragraph 7, the Incentive Management Fee earned by BCG in any Fiscal Year shall not exceed one-hundred percent (100%) of the Base Management Fee paid to BCG for that Fiscal Year. The Incentive Management Fee earned for a Fiscal Year shall be paid no later than seventy-five (75) days following the Fiscal Year for which it is calculated and in which it was earned.

All Base Management Fees and Incentive Management Fees during the term shall be paid to BCG from the Operating Account. City shall pay directly to BCG any fees not payable until after the expiration or termination of this Agreement. Any Base Management Fee not received by the 10th of the month, any Incentive Management Fee not received seventy-five (75) days following the year in which it was earned, and any other sums due under this Agreement and not paid when due (including, but not limited to reimbursement for Centralized Services as defined in Paragraph 7C below and Operating expenses as described in Section I) shall be delinquent (hereafter, "Past Due Amount") and subject, without notice or demand, to late fees and interest as follows:

1. Late Fees & Interest. This Agreement shall be subject to the provisions of the Florida Prompt Payment Act as set forth in Chapter 218, Florida Statutes.
- C. Stop-Gap Provision. In the event Net Operating Income is less than One Hundred and Fifty Thousand Dollars (\$150,000.00) in the aggregate for Calendar Years 2014 - 2016, BCG shall credit four (4) months management fees for each of the remaining two (2) years of the initial term of the Management Agreement, pay the Cure Amount pursuant to Paragraph 10 C, or City may terminate agreement per Paragraph 10 C. For purposes of determining whether the \$150,000 in the aggregate for Calendar Years 2014-2016 has been achieved, Net Operating Income shall be a subject to adjustment for force majeure, or Uncontrollable Forces as outlined in Paragraph 16 S.
- D. Ongoing Travel. After the Transition and Start up Travel period of ninety (90) days, BCG's corporate based employees shall be reimbursed for all reasonable travel-related expenses, including airfare, automobile (mileage reimbursement or rental car), lodging, and meals, in connection with its services hereunder pursuant to the approved line item in the approved Annual Budget and Program, provided that any such expenses shall be appropriately allocated among other facilities benefited by such travel. BCG shall provide

documentation of all expenses in a form acceptable to City. Such reimbursement shall not exceed six thousand dollars (\$6,000) per Fiscal Year.

- E. Transition & Start-up Travel. For changes requested by City, during the initial ninety (90) days of this Agreement, BCG's IT, Human Resources, and Regional Support corporate based employees shall be reimbursed for all reasonable travel-related expenses, including airfare, automobile (mileage reimbursement or rental car), lodging, and meals, in connection with the start-up and transition of the Club to BCG Operations. Such reimbursement shall not exceed two thousand dollars (\$2,000). In the event that the actual cost of expenses exceeds two thousand dollars (\$2,000), BCG shall submit a written request to the City which shall include a detailed justification for such increase. City shall provide written permission prior to incurring such expenses.
 - F. City's Review. BCG's services herein shall include management and oversight of the turn-key accounting function as set forth in Paragraph 4H, and upon reasonable notice (which may be verbal) representatives of City shall have the right, at any time during normal business hours, to review all of BCGs books and records including the general ledger, accounts payable, income statement, balance sheet, and budget variance reports relating to the Club including, without limitation, BCG's work papers related to BCG's preparation of operating statements. All expenses related to any such review shall be exclusively borne by City for purpose of this Agreement unless such review reveals an overpayment of any fees or other amounts in which case BCG shall pay for the review. City's exercise of its right of review or to dispute any fee or expense reimbursement claimed by BCG shall not delay payment of the undisputed portion thereof by City within the time frames set forth herein. However, payment by City of a fee or other amount hereunder shall not constitute a waiver of City's right to subsequently dispute the amount thereof. If City and BCG determine that any portion of the Base Management Fee or any other amount was improperly paid to BCG, BCG shall refund such improperly paid fee together with interest thereon from the time when such fee was paid to BCG within five (5) business days after receipt of notice from City to BCG. If there is any dispute between the parties regarding whether or not any payments of the Base Management Fee or any other amount were proper, such disputes shall be resolved by a court of competent jurisdiction as set forth in Paragraph 14B.
 - G. Centralized Services. BCG may cause to be furnished to the Club certain services ("Centralized Services") which are able to be furnished in a more cost effective and efficient manner on a central or regional basis to golf facilities managed by BCG. The costs to provide such services shall be aggregated and billed to the clubs by BCG rather than by a third party vendor. Centralized Services shall be approved as part of the Annual Budget and Program. BCG represents that this reimbursement amount shall consist of an amount not exceeding the actual cost of the services without mark-up or profit to BCG including salary and employee benefit costs, cost of equipment used in performing such services, and overhead costs of the home office or any regional or other local office providing such services.
8. **CAPITAL EXPENDITURES.** The cost of all Capital Improvements shall be deemed to include any item purchased in connection with the operation of the Club which:
- A. Has an economic useful life in excess of one (1) year, and
 - B. Has a cost in excess of two thousand five hundred dollars (\$2,500). All Capital Expenditures for Capital Improvements shall be the responsibility of City and all decisions as to whether or not to undertake any capital improvements projects or otherwise in respect of any capital improvements shall be made by City in consultation with BCG.

9. DEFAULT AND REMEDIES.

- A. City Default. The following shall constitute an event of default ("Event of Default") by City under this Agreement:
1. Failure to timely pay BCG any fees, compensation, or reimbursement due BCG pursuant to this Agreement;
 2. Failure to timely provide working capital in accordance with Paragraph 4J hereof;
 3. Failure by City to perform any material obligation set out in this Agreement, such as, but not limited to, failing to consult with BCG regarding budgets or capital improvements;
 4. Assignment by City for the benefit of its creditors, or becoming a party for more than thirty (30) days to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization; or
 - 5.
- B. BCG Default. The following shall constitute an event of default ("Event of Default") by BCG under this Agreement:
1. Failure to maintain the amenities of the Club in reasonably good condition, not including failures resulting from abnormal weather conditions, acts of God, or other events or conditions beyond the reasonable control of BCG;
 2. Failure to operate the Club in accordance with the approved Annual Budget and Program;
 3. Failure of BCG to perform any material obligations set forth in this Agreement; or
 4. Assignment for the benefit of its creditors, or becoming a party for more than thirty (30) days to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization.
- C. Notice and Cure. When either party to this Agreement believes that the other party (the "Defaulting Party") has committed an Event of Default, it shall give written notice thereof to the Defaulting Party. The Defaulting Party shall have ten (10) calendar days from the date of the notice to cure the default unless the default is a non-monetary default and, due to weather, growing conditions or other factors beyond the reasonable control of the Defaulting Party, requires more time to cure. In order to qualify for a longer cure period, the Defaulting Party must earnestly begin to cure within thirty (30) calendar days from the date of the notice to cure and diligently pursue such cure. In no event will the Defaulting Party have more than sixty (60) days from the date of the notice in the aggregate to cure a non-monetary default. Notwithstanding anything to the contrary, neither City nor BCG shall be entitled to any notice and cure period for a default that occurs more than two (2) times in any twelve (12) month period.
- D. Rights upon Default. If the Defaulting Party does not cure the default within the grace period provided in Paragraph 9C above, the other party may terminate this Agreement. The termination shall be effective thirty (30) days after written notice to the Defaulting Party of its failure to cure (the "Termination Effective Date"). At any time after the Termination Effective Date and within the applicable statute of limitations, the parties may pursue all

rights and remedies available in law or equity, including payment of accrued amounts pursuant to Paragraph 7 hereof. Notwithstanding any contrary provisions hereof, BCG's rights to recover damages from City shall be limited to the extent such liability was as a result of the direct actions, omissions or liability of BCG or otherwise to the sum of (i) accrued and unpaid Base Management Fees and Incentive Management Fees as of the Termination Effective Date, and other amounts due hereunder, including all amounts to fully pay all sums due to third party vendors who provided goods or services to the Club, along with all accrued late fees, interest, and any attorney's fees and costs incurred in collecting or attempting to collect such unpaid amounts; (ii) actual damages not to exceed the amount of one hundred thousand dollars (\$100,000); and (iii) the Cancellation Fee (defined below) as fixed, agreed liquidated damages and not as a penalty (it being agreed by the parties that BCG's damages would be extremely difficult to measure and that the Cancellation Fee has been agreed upon, after negotiations, as a reasonable estimate of such damages). The parties also agree that notwithstanding any contrary provision hereof, City's damages shall be limited as provided herein.

10. TERMINATION AND CANCELLATION.

- A. Either party may terminate this Agreement upon the occurrence of an Event of Default by the other party as provided in Paragraph 9D above.
- B. Cancellation Fee; Default by City. In the event BCG terminates this Agreement due to the Default of City and BCG is not in default, City shall pay to BCG, within sixty (60) days of the Termination Effective Date, a cancellation fee based on the year in which termination occurs (the "Cancellation Fee").

The Cancellation Fee shall be calculated as: the amount determined by taking the sum of the Base Management Fee and the Incentive Management Fee for the prior Fiscal Year, then multiplying that quantity times the remaining years (including fractional years) in the Term of the Agreement, and then multiplying that second quantity times fifty percent (50%). The above formula will apply during any renewal term based upon the remaining years in the renewal term. Provided, however, the Cancellation Fee pursuant to this Paragraph 10B shall not be less than seventy-five thousand dollars (\$75,000). The parties agree that the Cancellation Fee is not duplicative of any other damages which BCG may recover in the event of a default by City.

- C. City's Reserved Right of Termination For Cause. **City shall have the right to terminate the Agreement, without the payment of a Termination Fee, Cancellation Fee or other penalty,** if, in at the end of Fiscal Year 2016 Net Operating Income does not equal or exceed \$150,000 in the aggregate for the Fiscal Years 2014-2016. City may exercise such termination right by providing written notice within thirty (30) calendar days after City's receipt of the final determination of Net Operating Income for the third Fiscal Years (either via the BCG-prepared annual operating statement in Paragraph 4H; provided, however, that the methodology for calculation of Net Operating Income shall be as defined herein and shall be consistently applied to any Fiscal Years used in comparison). Failure to give such notice within such thirty (30) day period shall be deemed to be a waiver by City of its right to terminate based on the Fiscal Years in question, but shall not be deemed to be a waiver of such right with respect to subsequent Fiscal Years.

In the event City elects to exercise its right of termination for cause, BCG shall have the right, but not the obligation, to nullify such termination by paying to City, within sixty (60) calendar days of BCG's receipt of City's termination notice, the aggregate amount by which actual Net Operating Income for the Fiscal Years 2014-2016 was less than \$150,000 in the aggregate (the "Cure Amount").

- D. In order to afford City the ability to preserve its assets, City shall have the right to terminate this Agreement, effective upon delivery of written notice of termination, in the event of fraud, theft or other criminal activity by BCG, CWGM, which has not been appropriately addressed by CWGM or BCG.
 - E. Termination Fee; City's Termination for Convenience. After Fiscal year 2016, City may terminate the Agreement upon ninety (90) days prior written notice to BCG and payment of a Termination Fee of fifty thousand dollars (\$50,000).
 - F. Sale Termination Fee: Sale of Club. In the event of a sale or transfer of the Club to any third-party, City shall have the unilateral right to terminate this Agreement at any time on ninety (90) days prior written notice, subject to the provisions set forth below. In the event of such unilateral termination due to the sale or transfer of the Club and BCG not being in default under this Agreement, BCG shall continue to manage the Club until the sale of the Club as evidenced by a transfer of title. Upon sale of the Club, BCG shall be paid a Sale Termination Fee equal to Fifty Thousand dollars (\$50,000). Sale Termination Fee will be in addition to any Base Management Fees and Incentive Management Fees paid or owing to BCG prior to or as of the date of sale of Club. However, if BCG is retained by the new City under similar terms and conditions of this Agreement acceptable to BCG, no Sale Termination Fee shall be paid to BCG.
 - G. No Waiver. By terminating this Agreement in accordance with this Paragraph 10, neither party shall be deemed to have waived any action it might have, in law or equity, by reason of a breach of or default under this Agreement.
 - H. Proprietary Material. Upon termination or cancellation of this Agreement, for any reason or under any circumstances, BCG's (i) proprietary software and computer programs relating to accounting, operations, marketing, and forecasting, (ii) operations and employee training materials and manuals of BCG and (iii) the information and processes related to and used by BCG in the marketing and agronomic plan shall remain the sole property of BCG and shall be removed by BCG upon termination of this Agreement. However, to the extent that any public records are only available through utilization of such proprietary materials/software, BCG must afford City the ability or license to use such materials, although such use may be limited to such purpose. Additionally, any actual or implied association of the Club or Facility with Billy Casper or Billy Casper Golf, LLC shall cease upon termination.
11. **USE OF CLUB.** During the term of this Agreement, the Club shall be a public facility.
12. **LIQUOR LICENSE.** Subject to any relevant Florida or City of Tamarac Alcoholic Beverage Control ("ABC") licensing requirements, City, or CWGM shall maintain at all times (except for the application period) a valid liquor license on the premises, and all of the parties hereto shall comply with all relevant ABC laws regarding the use of such license.
13. **FORCE MAJEURE; CONDEMNATION; FIRE AND OTHER CASUALTY.** If all or any portion of the Club is destroyed by fire or other casualty, or taken by eminent domain, such damage, destruction, or condemnation shall not be a cause for termination hereunder by either party unless such damage or destruction results in the whole or a substantial part of the Club being unusable for its intended purpose for a period of one (1) year or longer or, in the case of such total or substantial damage or destruction, City shall decide not to rebuild the damaged portion of the Club, then in any such event, this Agreement shall terminate on notice from City to BCG of such termination and neither party shall have any further rights or obligations hereunder. Notwithstanding the foregoing, if:
- A. As a result of any damage or destruction to, or condemnation of, any part of the Club, or

- B. Otherwise due to causes beyond BCG's reasonable control (and so long as BCG uses all reasonable diligence to cure such inability), BCG shall be unable to perform its obligations hereunder in respect of the operation of the Club, City and BCG shall use their mutual best efforts to agree upon an amendment to the Annual Budget and Program, including, without limitation, the Working Capital provisions thereof, to allow payment of necessary Club expenses (including, without limitation, Club employee expenses) until such damage or destruction is repaired or such inability is cured and, if the parties are unable to agree on such an amendment within twenty (20) business days after BCG shall have given City notice of the occurrence of such event, BCG shall have the right to terminate this Agreement by notice to City of such termination and neither party shall have any further rights or obligations hereunder. In the event of a force majeure there is no Cancellation Fee or Termination Fee due to BCG.

14. INDEMNIFICATION AND LIABILITY.

A. Indemnity.

- 1 GENERAL INDEMNIFICATION: BCG shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses to the extent limited by Paragraph 7.C.), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of BCG, any sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by BCG in the performance of the Work; or c). liens, claims or actions made by BCG or any sub-contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by BCG.
- 2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 3 BCG shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of BCG under the indemnification agreement. City agrees to coordinate with the insurance carrier to select appropriate defense counsel. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or §768.28, Florida Statute as amended from time to time.
- 5 City and BCG recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by BCG and requires a specific consideration be given there for. The Parties therefore agree that the sum of one hundred dollars and 00/100 (\$100.00), of the compensation paid hereunder receipt of which is hereby acknowledged is paid as is the specific consideration for such

indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by BCG. Furthermore, the City and BCG understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and BCG's responsibility to indemnify.

6. City is a municipal agency as such term is defined in §768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees of the City to the extent permitted by law while they are employed by City. Nothing herein is intended to serve as a waiver of sovereign immunity
7. This Agreement shall not be construed as consent by any party hereto to be sued by third parties in any matter arising out of this Agreement.

B. Legal Actions. Legal counsel for BCG and City shall cooperate in the defense or prosecution of any action pertaining to the Club. BCG shall not institute or defend any legal action or retain counsel affecting the Club without City's consent. BCG shall forward all legal notices or notices of a financial nature which relate to the Club, to City at the address listed under Paragraph 16K. BCG shall advise and assist City in instituting or defending, as the case may be, in the name of Club, City, and/or BCG, but in any event expressly as a Club expense, all actions arising out of the operation of the Club and not attributable to the negligence of BCG, and any and all legal actions or proceedings to collect charges, third party payments, rents, or other incomes for BCG, City, or the Club, or to lawfully evict or dispossess tenants or other persons in possession there under, or to lawfully cancel, modify, or terminate any lease, license, or concession agreement in the event of default thereof, or to defend any action brought against City, unless otherwise directed by the City. BCG shall assist City to take the acts necessary to protect or litigate to a final decision in any appropriate court or forum, as a Club expense, and any violation, order, rule, or regulation affecting the Club.

C. Choice of Law and Venue. Whereas BCG's principal place of business is in the Commonwealth of Virginia, and the Facility is located in the State of Florida, the parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties also agree that any dispute between them in any way arising out of or pertaining to this Agreement shall be exclusively brought in the Circuit Court for Broward County Florida or in the United States District Court for Broward County. The parties agree to submit to the jurisdiction of those courts.

D. Liability of BCG and City.

1. Other persons. BCG shall not be responsible for the acts or omissions of any of City's other contractors or any subcontractor, or any employees of City, or any persons representing City performing any services for or in connection with the Club, or any consultants or other persons engaged by City with respect thereto, unless and only to the extent BCG is supervising, or should be supervising the same, and BCG shall be responsible only for the performance of BCG's obligations hereunder in accordance with the terms hereof.

E. Environmental Remediation. Throughout the Term, if BCG becomes aware of the presence of any Hazardous Material in a quantity sufficient to require remediation or reporting under any Environmental Law in, on or under the Property or if BCG, City, the Club, or the Property becomes subject to any order of any federal, state or local agency to investigate, remove, remediate, repair, close, detoxify, decontaminate or otherwise clean up the Property, BCG shall, at City's request and sole expense, use all commercially reasonable efforts to carry out and complete any required investigation,

removal, remediation, repair, closure, detoxification, decontamination or other cleanup of the Property; provided that such remediation activities shall be at BCG's expense if such activities are required as a direct consequence of Hazardous Material being present in, on or under the Property solely as a result of negligent actions undertaken by BCG. City acknowledges and agrees that City shall be solely responsible for any legal or other liability arising out of the presence of any Hazardous Material in, on or under the Property, except to the extent such Hazardous Material is present in, on or under the Property solely as a result of negligent actions undertaken by BCG.

15. CONFIDENTIALITY & PUBLIC RECORDS.

- A. Work performed by BCG and its agents or assigns pursuant to this Agreement (including, without limitation, any correspondence, analysis, reports and related materials prepared), constitutes confidential and privileged work product subject to the provisions of Chapter 119, Florida Statutes, and pursuant to the requirements of Paragraph 15.D herein, and BCG's communications thereon with City or their respective employees or counsel or other professionals retained by City (each a "City Person") constitute confidential and privileged communications which are intended to have the full protections of the work product doctrine, proprietary business privilege, attorney-client privilege and all other applicable privileges as such may be interpreted in accordance with Florida law. Accordingly, BCG agrees that it will not provide such oral or written reports or other work product or disclose such communications to any person other than City, except as may be otherwise requested by City or otherwise required by law.
- B. BCG agrees that all information, not publicly available, which is received by it from City in connection with this engagement, will be treated confidentially by BCG, except as required by process of law or as otherwise requested by City. In the event BCG is required to disclose any of such information pursuant to process of law, BCG agrees to provide City with prompt notice so that City may seek appropriate remedies, including a protective order. In any event, BCG and its agents, representatives, and employees will furnish only that portion of the information that is legally required to be disclosed.
- C. City shall retain exclusive rights to ownership of all work output hereunder. Work output includes reports issued pursuant to this Agreement, but excludes, among other things, all working papers of BCG, any correspondence, memoranda, calculations, processes, notes, etc. that BCG may have used in the development of the reports above or such working papers or in the performance of any work covered by an authorization under this Agreement.
- D. Public Records. City is a public agency subject to Chapter 119, Florida Statutes. BCG and its subcontractors, as applicable, shall comply with Florida's Public Records Law. Specifically, BCG shall:
 - 1. Maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - 2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized or required by law; and

- e. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of BCG upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of the City.
- f. The failure of BCG to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 10 "Termination and Cancellation" herein.

16. GENERAL PROVISIONS.

- A. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such parties.
- B. Written Amendments. The provisions of this Agreement may only be amended or supplemented in a writing signed by both parties.
- C. Further Amendments. The parties hereby agree from time to time to execute and deliver such further instruments and documents, and do all such other acts and things, which may be convenient or necessary to more effectively and completely, carry out the intentions of the Agreement.
- D. Compliance with Laws. BCG shall, at all times, operate, use, and conduct the business of the Club in a lawful manner and in full compliance with all applicable governmental laws, ordinances, rules and regulations, and maintain all licenses and permits relating to the Club, with City's full cooperation, in full force and effect and cooperate and endeavor to obtain all licenses and permits first required after the commencement of the term of this Agreement required in connection with the management, use, and operation of the Club.
- E. Environmental Laws. City represents to BCG that no hazardous materials have been released into the environment, or have been deposited, spilled, discharged, placed or disposed of at or within the Club in violation of any Environmental Law (as defined below), nor except as expressly disclosed and described by City to BCG has the Club been used at any time by any person as a landfill or a disposal site for hazardous materials or for garbage, waste or refuse of any kind. City also represents, to the best of City's knowledge, that there are no underground storage tanks of any nature on the Club (fuel, propane, gas etc.). City does not have any knowledge of asbestos-containing products within the Club.

For the purposes of this Agreement, "Environmental Law" shall mean: All applicable Federal, State, county or local (or other political subdivision thereof) laws, statutes, codes, acts, ordinances, orders, rules, regulations, directives, judgments, decrees, injunctions, directions, permits, licenses, authorizations, decisions and determinations issued, adopted or enacted by any judicial, legislative, regulatory, administrative or executive body of any governmental or quasi-governmental authority, department, branch, division, agency or entity exercising functions of or pertaining to any government having jurisdiction affecting the Club, or any licenses and permits of any governmental authorities, from time to time applicable to the Club or any part thereof regarding hazardous materials.

- G. Binding. All of the terms and provisions of this Agreement shall be binding and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement is solely for the benefit of the parties hereto and not for the benefit of any third party.
- H. Assignment. BCG may assign or transfer this Agreement and/or may delegate its duties and obligations under this Agreement to BCG's Subsidiary as identified in this Agreement. Assignment or transfer to any other party or parties must be approved by City prior to such assignment or transfer taking place.
- I. Subordination and Estoppel. This Agreement shall be subject and subordinate at all times to the lien of any mortgage (or any such instrument providing a security interest) which may now exist or may hereafter be executed in any amount for which the Club or any portion thereof is specified as security. City agrees to use its commercially reasonable best efforts to obtain from Lender a non-disturbance agreement in Lender's standard form reasonably acceptable to BCG.

Within ten (10) days of any such written request which City may make from time to time, BCG shall execute and deliver to City a statement in a form reasonably satisfactory to City certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect, as modified, and stating the date and nature of such modification), the date to which the Base Management Fee and Incentive Management Fee have been paid, the fact that there are no current defaults under this Agreement by City or BCG, except as specified in BCG's statement, and such other matters reasonably requested by City.

- J. Right to Pledge. Any provision herein contained to the contrary notwithstanding, City shall have the right to assign all or any portion of its right, title and interest in, to and under this Agreement and in and to the Club, by way of mortgage or security agreement, in order to secure the repayment of construction and/or permanent loans made for the purpose of financing all or any portion of its costs relating to the acquisition of the Club and the construction of the golf course, clubhouse and improvements thereon, as well as loans for working capital provided that the City shall, upon execution of any such mortgage or security agreement, promptly deliver a true copy of such mortgage or security agreement to BCG. The mortgagee or other secured party, and their respective assigns, may enforce such mortgage or security agreement and may acquire title to the Club and City's interest under this Agreement in any lawful way, and may take possession of the encumbered assets, or cause any person having the relationship of an independent contractor to the mortgagee or secured party to take possession of the encumbered assets, and upon foreclosure thereof (or in the event of any sale thereof in lieu of foreclosure) may without further consent of BCG sell and assign the Club, free and clear of this Agreement. The mortgagee or secured party or its assigns and any independent contractor to the mortgagee or secured party shall be liable to perform the obligations of City hereunder only during the period such person has title to the Club and City's interest hereunder and this Agreement is in effect but in no event shall such person have any responsibility or liability for the payment of the Termination Fee or the Cancellation Fee.
- K. Notices. All notices, requests, consents and other communications required or permitted to be given under this Agreement shall be in writing, shall be given only in accordance with the provisions of the Paragraph 16K, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered, (i) upon receipt when hand delivered (or refused) during normal business hours, (ii) upon the third (3rd) business day after delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender

has in its possession the return receipt to prove actual delivery), or (iii) one (1) business day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that the sending party receives a confirmation of actual delivery from the courier).

In the case of BCG:

Billy Casper Golf, LLC.
8300 Boone Blvd., Suite 350
Vienna, VA 22182
Attention: Legal Department
Telephone: 703.761.1444
Facsimile: 703.893.3504

With copy to:

Moore & Lee, LLP
1650 Tysons Boulevard, Suite 1450
McLean, Virginia 22102
Attn: Charlie C.H. Lee
Telephone: (703) 506-2050
Facsimile: (703) 506-2050

In the case of City:

City of Tamarac
Attn: Michael C. Cernech, City Manager
7525 NW 88th Avenue
Tamarac, Florida 33321
Telephone: 954-597-3510
Facsimile: 954-597-3520

With copies to:
Director of Financial Services
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

or to such other address as either party may designate by notice complying with the terms of this Paragraph.

- L. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- M. Invalidity / Severability. If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid or unenforceable under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid or unenforceable, but

the remainder of such provision, and this Agreement shall not be invalidated or rendered unenforceable thereby, and shall be given full force and effect so far as possible.

- N. No Waiver. The failure or delay of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to subsequently require performance of that provision or to exercise any right, power or remedy hereunder. Waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on either party in any event shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances, except as otherwise herein provided.
- O. Independent Contractor / No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the BCG is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. BCG shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of BCG, which policies of BCG shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between BCG and the City and the City will not be liable for any obligation incurred by BCG, including but not limited to unpaid minimum wages and/or overtime premiums.
- P. No Exclusive Remedy. No remedy herein conferred upon either party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
- Q. Authority. Each party hereby represents to the other party that it has the right, power, authority, and financial ability to enter into this Agreement and to perform its obligations under this Agreement, and that it is not restricted by contract or otherwise from entering into and performing this Agreement.
- R. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute on and the same agreement.
- S. Uncontrollable Forces. Neither the City nor BCG shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

- T. Agreement Subject to Funding. This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each Fiscal Year of this Agreement, and is subject to termination based on lack of funding.
- U. No Construction Against Drafting Party. Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and BILLY CASPER GOLF, LLC, signing by and through its Executive Vice President and its Chief Executive Officer duly authorized to execute same.

CITY OF TAMARAC

Beth Talabisco, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

Samuel Goren, City Attorney

Date

ATTEST:



Corporate Secretary

BILLY CASPER GOLF, LLC



R. Joseph Goodrich, Executive Vice President

10-24-13

Date

10-24-13

Date



Alexander Elmore, Chief Operating Officer

10-24-13

Date

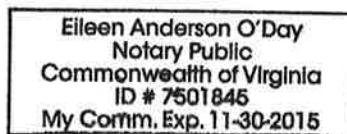
(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF VIRGINIA :
COUNTY OF FAIRFAX :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared R. Joseph Goodrich, Executive Vice President of Billy Casper Golf, LLC, a Virginia Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of Oct. 24th, 2013.



Eileen Anderson O'Day
Signature of Notary Public
State of ~~Florida~~ at Large
VIRGINIA
EILEEN ANDERSON O'DAY
Print, Type or Stamp
Name of Notary Public

☒
☐

Personally known to
me or
Produced
Identification

Type of I.D. Produced

☐

DID take an oath,
or

☐

DID NOT take an
oath.

**EXHIBIT A
INSURANCE SCHEDULE**

INSURANCE REQUIREMENTS

The following are required types and minimum limits of insurance coverage, which BCG agrees to maintain during the term of this contract:

Line of Business/ Coverage	Commercial	General Liability	and	or	Occurrence \$1,000,000	Aggregate \$2,000,000
Umbrella/Excess Liability						
Including:						
Premises/Operations						
Contractual Liability						
Personal Injury/Advertising						
Explosion, Collapse, Underground Hazard						
Products/Completed Operations						
Broad Form Property Damage						
Cross Liability and Severability of Interest Clause						
Employment Practices and Employer Benefits Liability						
Directors and Officers/Errors and Omissions					\$1,000,000	\$2,000,000
Automobile Liability					\$1,000,000	\$2,000,000
Owned and Leased						
Hired and Non-owned						
Personal Injury Protection						Statutory
Liquor Liability					\$1,000,000	\$2,000,000
Storage Tank Liability (If required)					\$1,000,000	\$1,000,000
Pollution Liability					\$1,000,000	\$2,000,000
Flood Insurance					Replacement Cost Building Value	
Contractors' Equipment					Replacement Cost	
Property Insurance					Replacement Cost Building Value	
(All Risk Peril Policy including Hurricane/Wind or a comparable Special Risk Policy covering approved list of perils naming the City as a Loss Payee on all Real Property and City owner Property)						
Boiler and Machinery					Replacement Cost Value	
Contents					Replacement Cost Value	
Business Income / Extra Expense					\$1,000,000	\$2,000,000
Workers' Compensation					Statutory	
Employers Liability						
Bodily Injury by Accident					\$500,000	
Bodily Injury by Disease					\$500,000	
Bodily Injury by Disease Policy Limit					\$500,000	
<u>Fidelity Bond or Fidelity Insurance</u> covering all employees who have access to or responsibility for or who handle City funds					\$1,000,000	\$2,000,000

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither BCG nor any Subcontractor of BCG shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. BCG will ensure that all Subcontractors will comply

with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.

BCG liability insurance policies (General/Umbrella/Excess Liability, Automobile Liability, Liquor Liability and Pollution Liability) shall be endorsed to add the City of Tamarac as an "additional insured". BCG Workers' Compensation carrier will provide a Waiver of Subrogation to the City.

BCG shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that BCG purchase a bond to cover the full amount of the deductible or self-insured retention.

If BCG or any Subcontractor is to provide professional services under this Agreement, BCG must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability.

BCG agrees to perform the work under the Contract as an independent Contractor, and not as a subcontractor, agent or employee of CITY.

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

A portion of Section 8, Township 49 South, Range 41 East, of Fort Lauderdale Truck Farms Subdivision, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 8; thence South 00° 01' 37" East, along the East line of said Section 8, a distance of 2637.99 feet; thence North 88° 59' 05" West a distance of 53.01 feet to the Point of Beginning of this description; thence North 00° 01' 37" West, parallel with and 53.00 feet West of, as measured at right angles to the East line of said Section 8, a distance of 1558.05 feet to a point of curvature of a circular curve to the left; thence Northerly and Westerly along the arc of said curve, having a radius of 25.00 feet, an arc distance of 39.27 feet to the point of tangency; thence South 89° 58' 23" West a distance of 35.00 feet to a point of curvature of a circular curve to the left; thence Westerly and Southerly along the arc of said curve, having a radius of 285.00 feet, an arc distance of 40.13 feet; thence South 0° 01' 37" East, a distance of 135.00 feet; thence South 16° 02' 45" West, a distance of 686.27 feet; thence South 05° 34' 29" East, a distance of 600.52 feet; thence North 72° 09' 58" West, a distance of 401.52 feet; thence North 88° 59' 05" West, a distance of 280.00 feet; thence North 09° 50' 20" East, a distance of 1001.80 feet to the point of curvature of a circular curve to the left; thence Northerly, along the arc of said curve, having a radius of 220.00 feet, an arc distance of 201.04 feet; thence North 61° 47' 33" East, a distance of 448.95 feet; thence South 39° 51' 47" East, a distance of 180.88 feet to an intersection with the arc of a circular curve to the right, having a radius of 335.00 feet and whose radius point bears South 37° 49' 54" East, from the last described point; thence Easterly along the arc of said curve, an arc distance of 76.60 feet to an intersection with the arc of a circular curve to the left; thence Northerly and Westerly along the arc of said curve, having a radius of 300.00 feet, and whose radius point bears South 89° 57' 07" West, from the last described point, an arc distance of 250.54 feet to the point of tangency; thence North 47° 53' 50" West, a distance of 541.03 feet; thence North 0° 01' 37" West, a distance of 410.00 feet; thence North 88° 59' 10" West, parallel with and 53.00 feet South of as measured at right angles to the North line of said Section 8, being further described as the South Right-of-Way line of McNab Road, a distance of 100.00 feet; thence South 0° 01' 37" East, a distance of 130.61 feet; thence Southwesterly along the arc of a circular curve to the right, whose radius point bears North 88° 59' 10" West, from the last described point and having a radius of 1280.00 feet, an arc distance of 999.70 feet; thence North 57° 59' 05" west, a distance of 7.45 feet; thence South 32° 00' 55" West, a distance of 45.00 feet; thence South 57° 59' 05" East, a distance of 162.90 feet to the point of curvature of a circular curve to the right; thence Southerly along the arc of said curve, having a radius of 175.00 feet, an arc distance of 230.77 feet to the point of tangency; thence South 17° 34' 17" West, a distance of 147.61 feet to the point of curvature of a circular curve to the left; thence Southerly, along the arc of said curve, having a radius of 375.00 feet, an arc distance of 172.37 feet to the point of tangency; thence South 08° 45' 52" East, a distance of 541.39 feet to the point of curvature of a circular curve to the right; thence Southwesterly, along the arc of said curve, having a radius of 100.00 feet, an arc distance of 143.00 feet to the point of tangency; thence South 73° 09' 58" West, a distance of 117.65 feet to the point of curvature of a circular curve to the right; thence Northwesterly along the arc of said curve, having a radius of 75.00 feet, an arc distance of 137.16 feet to a point of reverse curve; thence Northwesterly along the arc of a circular curve to the left, having a radius of 125.00 feet, an arc distance of 78.86 feet to the point of tangency; thence North 38° 11' 55" West, a distance of 264.30 feet; thence North 01° 00' 55" East, a distance of 445.00 feet; thence North 88° 59' 05" West, a distance of 100.00 feet; thence North 67° 23' 29" West, a distance of 189.57 feet to the point of curvature of a circular curve to the right; thence Northwesterly, along the arc of said curve, having a radius of 385.00 feet, an arc distance of 245.84 feet; thence South 59° 11' 39" West, a distance of 375.88 feet to the point of curvature of a circular curve to the left; thence Southwesterly, along the arc of said curve, having a radius of 1420.00 feet, an arc distance of 517.41 feet to the point of tangency; thence South 38° 19' 01" West, a distance of 177.12 feet to a point on the arc of a circular curve to the right, whose radius point bears South 47° 40' 39" West, from the last described point; thence Southeasterly, along the arc of said curve, having a radius of 830.00 feet, an arc distance of 39.14 feet; thence North 65° 52' 56" East, a distance of 711.17 feet; thence

EXHIBIT "B" CONTINUED

North 59° 11' 39" East, a distance of 195.30 feet to the point of curvature of a circular curve to the right; thence Easterly, along the arc of said curve, having a radius of 90.00 feet an arc distance of 129.76 feet to the point of tangency; thence South 38° 11' 55" East, a distance of 238.94 feet to the point of curvature of a circular curve to the right; thence South along the arc of said curve, having a radius of 75.00 feet, an arc distance of 51.33 feet to the point of tangency; thence South 01° 00' 55" West, a distance of 199.51 feet to the point of curvature of a circular curve to the left; thence Southeasterly, along the arc of said curve, having a radius of 110.00 feet, an arc distance of 51.87 feet to the point of tangency; thence South 26° 00' 00" East, a distance of 31.57 feet to the point of curvature of a circular curve to the right; thence Southerly along the arc of said curve, having a radius of 200.00 feet, an arc distance of 94.30 feet to the point of tangency; thence South 01° 00' 55" West a distance of 55.00 feet to the point of curvature of a circular curve to the right; thence Southwesterly, along the arc of said curve, having a radius of 75.00 feet, an arc distance of 146.59 feet to the point of tangency; thence North 67° 00' 00" West, a distance of 144.50 feet to the point of curvature of a circular curve to the left; thence Northwesterly along the arc of said curve, having a radius of 350.00 feet, an arc distance of 134.30 feet to the point of tangency; thence North 88° 59' 05" West, a distance of 687.55 feet to a point on the arc of a circular curve to the left, whose radius point bears South 69° 41' 30" West, from the last described point; thence Northwesterly, along the arc of said curve, having a radius of 770.00 feet, an arc distance of 185.01 feet; thence South 53° 00' 40" West, a distance of 140.37 feet to a point of curvature of a circular curve to the right; thence Westerly, along the arc of said curve, having a radius of 75.00 feet an arc distance of 90.45 feet to the point of tangency; thence North 57° 53' 23" West, a distance of 92.88 feet to the point of curvature of a circular curve to the left; thence Westerly, along the arc of said curve, having a radius of 250.00 feet an arc distance of 167.23 feet to the point of tangency; thence South 83° 47' 04" West, a distance of 421.11 feet; thence South 88° 41' 41" West, a distance of 718.98 feet to the point of curvature of a circular curve to the right; thence Northwesterly, along the arc of said curve having a radius of 140.00 feet, an arc distance of 131.77 feet to the point of tangency; thence North 37° 22' 33" West, a distance of 93.81 feet to the point of curvature of a circular curve to the left; thence Northwesterly along the arc of said curve, having a radius of 140.00 feet, an arc distance of 182.44 feet to the point of tangency; thence South 67° 57' 31" West, a distance of 152.74 feet to the point of curvature of a circular curve to the right; thence Westerly and Northerly along the arc of said curve, having a radius of 125.00 feet, an arc distance of 267.38 feet; to the point of tangency; thence North 10° 31' 03" East, a distance of 170.46 feet to the point of curvature of a circular curve to the left; thence Northerly along the arc of said curve, having a radius of 300.00 feet, an arc distance of 162.91 feet to the point of tangency; thence North 20° 35' 42" West, a distance of 175.39 feet to the point of curvature of a circular curve to the right; thence Northeasterly along the arc of said curve, having a radius of 75.00 feet, an arc distance of 126.46 feet to the point of tangency; thence North 76° 00' 35" East, a distance of 218.42 feet to the point of curvature of a circular curve to the right; thence Easterly and Southerly along the arc of said curve, having a radius of 150.00 feet, an arc distance of 323.38 feet to a point of reverse curve; thence Southeasterly, along the arc of a circular curve to the left, having a radius of 110.00 feet, an arc distance 91.05 feet to the point of tangency; thence South 27° 53' 51" East, a distance of 360.00 feet to the point of curvature of a circular curve to the left; thence Southeasterly along the arc of said curve, having a radius of 100.00 feet, an arc distance of 149.45 feet; thence North 20° 56' 13" West, a distance of 173.30 feet to the point of curvature of a circular curve to the right; thence Northerly along the arc of said curve, having a radius of 290.00 feet, an arc distance of 236.15 feet to a point of reverse curve; thence Northwesterly along the arc of a circular curve to the left, having a radius of 25.00 feet, an arc distance of 39.91 feet to a point of reverse curve; thence Northwesterly along the arc of a circular curve to the right having a radius of 725.00 feet, an arc distance of 496.68 feet; thence North 88° 59' 10" West, a distance of 539.68 feet; thence South 00° 00' 51" West, parallel with and 53.00 feet East of, as measured at right angles to the West line of said Section 8, a distance of 1359.73 feet; thence South 88° 59' 05" East, a distance of 5171.68 feet to the point of Beginning.

LESS and EXCEPT the following described parcel. Commencing at the Northeast corner of said Section 8; thence South 00° 01' 37" East along the East line thereof, a distance of 2637.99 feet;

EXHIBIT "B" CONTINUED

thence North 88° 59' 05" West, a distance of 53.01 feet; thence North 00° 01' 37" West, parallel with and 53.00 feet West of, as measured at right angles to the East line of said Section 8, a distance of 134.86 feet to the point of beginning of this description, said point being further described as being the point of curvature of a circular curve to the left; thence Northerly and Westerly along the arc of said curve having a radius of 25.00 feet an arc distance of 39.27 feet to the point of tangency; thence South 89° 58' 23" West, a distance of 29.47 feet to a point of curvature of a circular curve to the right; thence Westerly and Northerly along the arc of said curve, having a radius of 575.00 feet an arc distance of 179.25 feet to the point of tangency; thence North 72° 09' 58" West, a distance of 1.18 feet; thence North 05° 34' 29" West, a distance of 54.48 feet; thence South 72° 09' 58" East, a distance of 22.83 feet to a point of curvature of a circular curve to the left; thence Southerly and Easterly along the arc of said curve having a radius of 525.00 feet, an arc distance of 163.66 feet to the point of tangency; thence North 89° 58' 23" East, a distance of 29.47 feet to a point of curvature of a circular curve to the left; thence Easterly and Northerly along the arc of said curve, having a radius of 25.00 feet, an arc distance of 39.27 feet; thence South 00° 01' 37" East, parallel with and 53.00 feet West of as measured at right angles to the East line of said Section 8 a distance of 100.00 feet to the point of BEGINNING, and also LESS and EXCEPT Parcels "B" and "C", and Road Right-of-Way for Westwood Boulevard West of the Village, as recorded in Plat Book 80, Page 19 of the Public Records of Broward County, Florida.

Together with:

Parcel "G" of Woodland Lakes, according to the plat thereof, recorded in Plat Book 71, Page 18 of the Public records of Broward County, Florida.

Together with:

All of Colony West Clubhouse Plat, according to the Plat thereof, recorded in Plat Book 103, Page 36 of the Public Records of Broward County, Florida.

Less and Except therefrom two parcels known as Pcls. 109 and 113 of Project 5117 McNab Road Widening from Pine Island Road to University Drive as described in Corporate Warranty deed recorded July 9, 1998 in O. R. Book 28534 at Page 705 of the Public records of Broward County, Florida.