

**STONETREE GOLF CLUB
MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT ("Agreement") is made as of this ____ day of March, 2019 by and between BILLY CASPER GOLF, LLC ("BCG"), a Virginia limited liability company, having an address at 12700 Sunrise Valley Drive, Suite 300, Reston, VA 20191 and the City of Killeen ("City"), a Texas Municipal Corporation, having an address at 101 N. College St., Killeen, TX 76451

WHEREAS, City owns certain real property commonly known as Stonetree Golf Club, currently an 18-hole golf course, clubhouse, driving range and other amenities located at 1600 Stonetree Drive, Killeen, Texas (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 issued a Request for Proposal for Operations and Management of Stonetree Golf Club, attached to and incorporated herein as **Exhibit A**. BCG was selected as the most qualified respondent. BCG's response is attached to and incorporated herein as **Exhibit B**, 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 Texas, Stonetree Golf Management, LLC, ("SGM") 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 SGM are alter egos of each other; and

WHEREAS, the parties hereto acknowledge and agree that the formation and performance of SGM 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 to include revenue and expenses, Agronomic Plan, Customer Service Program, and Marketing Plan.
 - B. **BCG:** Billy Casper Golf, LLC. a Virginia Limited Liability Company.
 - C. **Beginning FF&E.** The City is providing BCG use of all maintenance equipment, furniture, fixtures, and clubhouse equipment for use by BCG at Stonetree during the term of the Agreement. All FF&E is attached to and incorporated herein as **Exhibit C**. BCG shall return beginning FF&E in like condition at the end of contract barring normal wear and tear except for any leased equipment which will be returned to lessor at the end of the lease.

- D. City/Owner: The City of Killeen, a Texas municipal corporation that owns Stonetree Golf Club.
- E. "Club": 18-hole golf course, clubhouse, driving range and other amenities located in Killeen, Texas.
- F. Fiscal Year: October 1st to September 30th.
- G. 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, range balls, 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").
- H. Key Personnel: The Key Personnel of the Club shall be the Onsite Manager, Golf Professional, and Golf Course Superintendent.
- I. 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. At no time shall the Minimum Funds Balance be less than fifty thousand dollars (\$50,000).
- J. 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, 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, and State and Federal income taxes, City distributions or overhead allocations, or any Incentive Management Fees paid to BCG hereunder.
- K. Operating Expense: All of the costs attributable to the operation of the Club, including but not limited to: Base Management Fees, Incentive Management Fees, payroll, payroll taxes, benefits, employee related costs, insurance, supplies, marketing materials, services, utilities, merchandise and food and beverage procured for resale, maintenance and repair, service agreements, and real and personal property taxes levied on the Club.
- L. "SGM". Stonetree Golf Management, LLC, a wholly-owned subsidiary of Billy Casper Golf, LLC to perform some or all of the services at the Club.
- M. Working Capital: Funds utilized to pay Operating Expenses of the Club.

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon May 1, 2019 ("Effective Date"), and unless terminated as provided for herein, shall expire five (5) years and five (5) months from the Effective Date ("Initial Term") on September 30, 2024, and thereafter shall renew for two successive periods of three (3) years (each such period being an "Extension Term") upon written mutual agreement by City and BCG no later than one hundred twenty (120) days prior to the expiration date of the term immediately preceding the possible Extension Term.
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. BCG 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.
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 and manage the Club. 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 the following services:
 - A. Employees. All personnel employed at the Club shall at all times be employees of SGM. SGM shall, as an Operating Expense of the Club, hire, promote, supervise, direct and train all SGM 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. SGM employee files shall always be the sole property of SGM. 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, 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). If an employee of BCG or an affiliate of BCG that is not employed at the Club is assigned temporarily or on an interim basis as Key Personnel 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, provided however, City shall approve all of said expenses in advance and they shall be part of the Approved Annual Budget and Program.

City shall not, without the written consent of BCG, offer employment to, hire or employ any BCG employee or individual who has been a BCG employee at any time during the six (6) month period prior to the proposed offer of employment or hiring by City unless previously a city employee. 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. In the event of contract termination or non-renewal, BCG will not unreasonably withhold written consent to allow City to hire individuals covered under this clause. In the event of default by BCG, there is no waiting period and Owner may tender offers to employees covered by this clause immediately following contract termination.

SGM shall do background checks of any and all employees prior to employment to determine criminal history and prevent hiring of known pedophiles or convicted felons.

- B. Inventory – Merchandise and Items for Re-sale. BCG shall, as an Operating 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, room rentals for banquets and events, collection of service charges, membership sales efforts, practice facilities, administration, and other ancillary services at the Club.
- D. Equipment. Except as set forth in Paragraph 13, BCG shall, in preparation of the 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. Specifically, BCG shall maintain equipment to manufacturer's specifications and maintain logs of services and repairs to equipment.
- 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 by BCG and/or City 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 equal to or less than the cost would be procuring these items outside these networks. 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 equal to or less than the cost would be procuring these items outside BCG networks., provided however, said fee or compensation provided to BCG shall be designated to defray educational seminars or costs of Key Personnel or SGM staff. **Any available discount, rebate, fee or compensation which is directly attributable to the purchases made for the operation of the Club shall be remitted directly to the Club from the vendor.**
- 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, membership structure (if applicable), and strategies for increasing acquisition, engagement and yield with the purpose of achieving the budgeted financial goals and other marketing-related goals for all Club departments.

BCG shall, as an Operating Expense of the Club, as part of its standard marketing operation, 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;
5. Quality assurance programs, including customer surveying; 'secret shopper' on-site visits and telephone sales calls;
6. Web site development, management and hosting (via the Billy Casper Digital Network – a proprietary web hosting and content management system);
7. Social media and online reputation management (via various third party and proprietary tools; and
8. Creative design services (via BCG's in-house design firm)

Certain of these programs in items 6, 7 and 8 above will result in incremental charges that will be designated as "Centralized Services" defined in paragraph 7F below. In accordance with BCG policy, these charges will a) be approved as part of the annual budgeting process and b) without markup and profit to BCG.

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.'

Furthermore, the Club shall be included in BCG's shared marketing database. This database is an aggregated customer database for all participating clubs and other BCG owned marketing efforts (such as World's Largest Golf Outing, Women on Course, Buffalo Communications). Participating clubs can target customers in the database based on a variety of demographic attributes (location, age, behaviors, etc.). To participate, the Club must "share" its own database with the larger cooperative and the shared marketing database shall be only utilized by the participating clubs and other BCG owned marketing efforts. All customer information will remain "blind" to other clubs.

All advertising fees and promotional fees paid by third parties to the Club shall belong to and constitute Gross Revenues (defined below) of the Club.

- H. Accounting. BCG or SGM, as appropriate under separate agreements, shall pay all vendors of the Club subject to the availability of funds in the Accounts after payment of the Management Fee and, when applicable in accordance with the terms of the Agreement, the Management Incentive Fee. 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 at the discretion of the City or as required by law.

1. Reporting. BCG shall prepare and deliver to 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 SGM, 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 tax 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, accounting treatment relating to any full or partially refundable membership initiation fees or deposits, 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 15 days of the Effective Date.

Final monthly operating statements shall be furnished to City by the 15th 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 reviewed by a certified public accountant chosen by City, the cost of which shall be an Operating Expense of the Club.

2. Annual Budget and Program. BCG shall prepare and deliver to City no later than April 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 in detailed line item form, 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 on or before 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 in September prior to the start of the next Fiscal Year.

City acknowledges that the financial and operational performance of the Club could be affected by circumstances or events beyond BCG and/or SGM's control. BCG shall not be deemed to have made any guarantee, warranty, or representation with the Annual Budget and Program. In the event that the financial goals, targets, and benchmarks established in the Annual Budget and Program are not met or achieved, the City shall have the ability to terminate this Agreement as referenced in Paragraph 10C.

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. 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, (i) 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.

3. Payroll and Benefits. BCG, on behalf of SGM, shall establish, administer, and maintain the payroll procedure and systems for the SGM 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 SGM, and SGM shall comply with applicable Federal and State employment laws.
 4. Vendor Accounts. BCG shall utilize existing vendor accounts which are in the name of City whenever possible. If necessary, BCG shall establish any new vendor accounts with appropriate credit limits applied for on behalf of the Club and in the name of SGM. BCG and/or SGM shall act as Agent for the City with regard to payment of vendors, and City accepts full responsibility to pay all vendors who provide goods and/or services to or on behalf of the Club. Any payments on vendor accounts shall be in accordance with the Approved Annual Budget and Program.
 5. Existing Vendor Agreements. BCG shall maintain and remit payment as an Operating Expense of the Club the current service agreements, car leases, and equipment leases that the City has executed for the Club. The list of existing service agreements, car leases, and equipment leases are attached herein and incorporated as reference as Exhibit D.
 6. Document Retention: BCG agrees to retain documents in accordance with the City's records retention policy, and make invoices and timesheets available at no charge during the year and for six (6) months after each year, in order to perform the annual financial audit.
- 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. BCG anticipates the purchase of the following hardware to be utilized by the Club and is attached herein and incorporated as reference as **Exhibit E**.
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 One hundred dollars (\$100.00) per hour and necessary hardware upgrades/software installation without mark-up or profit to BCG, provided however, any unbudgeted BCG IT support services shall require approval by the City.

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. As used herein, the Minimum Funds Balance for the Club shall be fifty thousand dollars (\$50,000).
2. 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 and in BCG's best judgment after consultation with City. 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 contract execution.

3. 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, Management Fees (including Base Management Fees and Incentive Management Fees), payroll, payroll taxes, benefits, employee related costs, insurance, supplies, marketing materials, services, utilities, maintenance and repair, service agreements, and personal property taxes levied on the Club. BCG will collect from and remit on behalf of City, sales, use, value-included and excise taxes on sales and rentals at the Club. City is required to ensure that sufficient Working Capital is present in the Operating Account to enable BCG and/or SGM to pay, on behalf of City, all Operating Expenses. In all events, City is responsible to pay all Operating Expenses in the event BCG or SGM is unable to pay all or any part of the Operating Expenses for any reason. BCG will not pay Federal or State income taxes levied on City. Under no circumstances shall BCG or SGM be liable for Federal, State, or local taxes of any kind whatsoever levied against City or the Property in relation to Club Ownership, leasing, or operations.
4. Variances to Budget. At the end of each calendar month, after paying the Operating Expenses of the Club (including Base Management Fees and Incentive Management Fees), 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 an account as City may from time to time designate by written notice to BCG (the "City's Remittance"). If operating revenues are insufficient to cover expenses, upon BCG's notifying City of such operating revenue shortfall, City shall 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 any or all Operating Expenses. City shall reimburse BCG for all such amounts paid by BCG plus within five (5) days of BCG providing notice to City that BCG paid such amounts.
- K. City's Meeting. BCG shall, periodically, consult with the City regarding the Club and its operations at a reasonable time, date and place designated by City.
- L. Guest Satisfaction. BCG shall mystery-shop the Club at least monthly in-season, conduct semi-annual surveys of guests of the Club, and provide comment cards to guests utilizing feedback to effectively manage and enhance the customer experience. All comments, survey results, and mystery shop evaluations will be shared with the City on a monthly basis to include complaints and resolutions of the complaints. BCG shall assess guest satisfactions semi-annually, achieving a minimum score of 80% on all measures and an overall loyalty score (Reichheld standard or Net Promoter Score) is 40 or above as annually measured. Formula for determining overall loyalty score is % of Net Promoters less the % of Net Detractors Equals Net Promoter Score.
- M. 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.
- N. Assignment of Operations. Upon termination of this Agreement, BCG and/or SGM, as appropriate, shall assign to City or City's designee, and City or City's designee shall accept said assignment of, all operating accounts, vendor accounts, inventory, accounts receivable, and accounts payable, which transfer shall be completed upon BCG and/or SGM receiving all fees due pursuant to this Agreement.

- O. Golf Course Fees. Golf fees, including greens fees, cart fees, annual passes and loyalty card programs may not be raised without prior approval of the City. Such approval will not be unreasonably withheld.
- P. Affiliated Vendors. By June 1, 2019, BCG shall provide a list of businesses it intends to procure goods or services from as it relates to this Agreement that are affiliated with or related to BCG. This list should include the name of each entity, the goods or services to be purchased, and if know, an estimate of fees to be paid to each. This is not intended to discourage BCG from using these entities if they are a cost effective alternative, but rather to make City aware of the relationships. This list shall be updated periodically as circumstances change.
5. **ACCOUNTS.** BCG shall establish the following business checking accounts for the Club as appropriate: (a) an "Operating Account" and (b) an "On Site Account, "collectively, the "Accounts"), for use in its management and operation of the Club. BCG and/or SGM shall 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 SGM shall be defined as and constitute Working Capital herein. BCG and/or SGM shall cause all revenues and receipts to be deposited into the Operating Account, on a daily basis. BCG and/or SGM shall use the Operating Account to pay all expenses and costs, including but not limited to Operating Expenses, of the Club. BCG and/or SGM shall maintain in the On-Site Account an amount to be used for minor Club expenses, costs, and alcohol inventory purchased for resale. Nothing in this Agreement shall be construed to require BCG to provide any Working Capital or any sums into any of the Accounts out of its own funds.
- BCG and/or SGM's right to access and use the Accounts shall discontinue immediately upon the termination effective date, at which time BCG's and SGM'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. The City assumes responsibility for and agrees to pay all outstanding and unpaid Operating Expenses of the Club. 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 and does not prohibit or impede BCG's or SGM's ability to pay all Operating Expenses and applicable fees. 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 general liability, crime, D & O, professional liability, and workman's compensation insurance coverages for the Club as set forth in Exhibit F, provided BCG has continued access and control of the property constituting the Club. These coverages, limits and deductibles set forth in Exhibit F 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 SGM such that it is received by BCG 30 days prior to the effective date of such coverage. BCG shall be liable for the payment of the professional liability and D & O premiums, the City shall be liable for the premiums of the other insurance coverages 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.

Such policies shall name BCG, SGM, 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, SGM, 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. BCG's 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. 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 F. These coverages, limits and deductibles are subject to change each policy year. 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 Five Hundred dollars (\$7,500.00) per month. The Base Management Fee shall be payable on the fifth 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 October 1, 2020, and for each subsequent year and each year of the possible Extension Term thereafter, the Base Management Fee shall increase three-percent (3%) over the immediately preceding year for the term of the Agreement.

A. 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 2020 and each year thereafter, BCG shall receive an amount calculated as ten percent (10%) of the positive Net Operating Income (the "Incentive Management Fee"). For illustration purposes, assuming BCG budgets a Net Operating Loss of Five Thousand Dollars (-\$5,000) but achieves a positive Net Operating Income of Ten Thousand Dollars (\$10,000) in FY 2021, BCG would earn an Incentive Management Fee of One Thousand Dollars (\$1,000), i.e. ten percent multiplied by the Positive Net Operating Income for that year not ten percent multiplied by the excess over the Budget.

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 after the Fiscal Year end of the Fiscal Year immediately 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 as Operating Expenses. 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 fifth (5th) day of the month, any Incentive Management Fee not received within seventy-five (75) days after the Fiscal Year end, 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 1. In the event any Past Due Amount is not received within ten (10) days of its due date, City shall pay to BCG or SGM, as appropriate, all costs of collection, including reasonable attorney fees.

C. Start-up Travel. For changes requested by City, during the initial ninety (90) days of the 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. Such reimbursement shall not exceed five thousand dollars (\$5,000).

- D. Ongoing Travel. After the Start-up Travel period of 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. BCG will utilize the Killeen airport when cost effective for commercial air travel when visiting the Club.
 - E. 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 BCG's 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 borne exclusively by City 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. 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, such repayment to be made 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 14D.
 - F. Centralized Services. BCG may cause to be furnished to the Club certain services ("Centralized Services") which, in BCG's experience, 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 via 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 five thousand dollars (5,000).

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 undisputed fees, compensation, or reimbursement due BCG pursuant to this Agreement;
 2. Failure to timely provide Initial Funding, Minimum Funds Balance, and/or Working Capital;
 3. Failure by City to perform any material obligation set out in this Agreement, including, but not limited to, failing to consult with BCG regarding budgets or capital improvements and failing to cooperate in good faith 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. Interference or lack of cooperation by City which hinders or renders BCG and/or SGM unable to fulfill its obligations under this Agreement.
- 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 an objectively reasonably good condition and similar to comparable regional facilities, 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, federal, state, and local laws including City ordinances, City safety requirements, or expected levels of service delivery in a professional manner.
 3. Total FY expenditures exceed the approved Annual Budget and Program as referenced in Paragraph 4H2.
 4. Failure of BCG to perform any material obligations set forth in this Agreement; or
 5. 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 written notice must clearly state that it is a notice of default and provide a detailed description of the alleged default. The written notice will not be deemed a proper notice until sufficient detail to clearly and fully inform the Defaulting Party of the alleged default is provided. The Defaulting Party shall have ten (10) calendar days from the date of the proper 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 further notice and cure period for a default in the event (i) that same default occurs more than two (2) times in any twelve (12) month period and (ii) two (2) previous proper notices and cure periods were provided to the Defaulting Party for that same default.

- D. Rights upon Default. If the Defaulting Party does not cure the default within the grace period provided in Paragraph 9C above, the party complaining of the default (the "Complaining Party") may terminate this Agreement. To terminate this Agreement for default, the Complaining Party must issue a written notice of termination to the Defaulting Party clearly stating the basis for the termination and the Defaulting Party's failure to cure the alleged default (the "Default Termination Notice"). The termination shall be effective thirty (30) days after the date of the Default Termination Notice, provided such notice was properly delivered (the "Default Termination Effective Date"). At any time after the Default 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 herein, BCG's rights to recover damages from City shall be limited to the sum of (i) accrued and unpaid Base Management Fees and Incentive Management Fees as of the applicable termination effective date, and other amounts due hereunder, including, if applicable, 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 for damages sustained prior to the applicable termination effective date; not to exceed the amount of One Hundred Thousand Dollars (\$100,000) and (iii) the Cancellation Fee, Termination Fee or Sale Termination Fee, if applicable (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, Termination Fee and Sale Termination Fee have 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 in Paragraph 14A, if any be proven. In no event will BCG or City be subject to any consequential, special, punitive or similar damages, each party hereby waiving any right it may have to seek or claim such damages.

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 forty five (45) days of the Default Termination Effective Date, a cancellation fee based on the year in which termination occurs (the "Cancellation Fee"). The Cancellation Fee will be in addition to any Base Management Fees and Incentive Management Fees paid or owing to BCG prior to the Default Termination Effective Date.

The Cancellation Fee shall be fifty thousand (\$50,000) if during the first three (3) years of this agreement, and shall be twenty-five thousand dollars (\$25,000) if during subsequent years. 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. BCG Performance: Termination For Cause. **City shall have the right to terminate the Agreement, without the payment of a Termination Fee or Cancellation Fee,** if, in any Fiscal Year after the conclusion of FY 2021, the Club does not achieve the greater of

seventy five percent (75%) of the budgeted Net Operating Income or Ten Thousand Dollars (\$10,000) ("Net Operating Income Threshold") for each of the such consecutive Fiscal Years. City may exercise such termination right by providing written notice to BCG within ninety (90) calendar days after City's receipt of the final determination of Net Operating Income ("NOI") for the said Fiscal Year (via the BCG-prepared annual operating statement in Paragraph 4H; provided, however, that the methodology for calculation of NOI shall be as defined herein and shall be consistently applied to any Fiscal Year used in comparison). Failure to give such notice within such ninety (90) day period shall be deemed to be a waiver by City of its right to terminate based on the Fiscal Year in question, but shall not be deemed to be a waiver of such right with respect to subsequent Fiscal Year. Should City elect to terminate this Agreement based on this Paragraph 10C, said termination will be effective ninety (90) calendar days after the date of the written notice, provided such notice was properly delivered.

For purposes of determining if the Net Operating Income Threshold has been achieved in a Fiscal Year, NOI shall be subject to adjustment for force majeure events or expenses that are agreed upon by City and BCG not to be within the control of BCG (i.e. utility rates, real estate taxes, irrigation water charges, insurance premiums or extraordinary items).

Furthermore, If in any Fiscal Year, BCG fails to achieve the Net Operating Income Threshold, the City shall be entitled to a Non-Performance Fee from BCG. The Non-Performance Fee shall be the difference in the actual or adjusted NOI versus the Net Operating Income Threshold Amount. The Non-performance Fee shall be refunded on a dollar for dollar basis and shall not exceed the total of Three (3) months Management fees per annum. The Management Fees will be suspended until the Non-Performance Fee has been satisfied. Failure to apply the Non-Performance Fee shall constitute an act of default by BCG.

- D. Termination Fee; City's Termination for Convenience. After Fiscal Year ending 2021, City may terminate the Agreement upon ninety (90) days prior written notice to BCG and payment of a Termination Fee. The termination shall be effective ninety (90) days after the date of the written notice, provided such notice was properly delivered (the "Convenience Termination Effective Date"). The Termination Fee must be paid to BCG within 45 days of the Convenience Termination Effective Date. The Termination Fee will be in addition to any Base Management Fees and Incentive Management Fees paid or owing to BCG prior to the Convenience Termination Effective Date.

The Termination Fee shall be calculated as three (3) months Management Fees if Agreement is terminated in 2022, and be reduced by One Thousand Dollars (\$1,000) per month beginning January 1, 2022.

- E. 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.
- G. 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. Additionally, any actual or implied association of the Club or Facility with Billy Casper or Billy Casper Golf, LLC shall cease upon termination.

- H. Transition. Provided that BCG and SGM have received, in full, payment of all fees due to them pursuant to this Agreement, including but not limited to all Base Management Fees, Incentive Management Fees, Cancellation Fee, and/or Termination Fee, BCG and SGM shall, without additional payment by the City, cooperate beyond the applicable termination effective date with City and any replacement manager for a reasonable period after the applicable termination effective date (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.
- I. Termination for Non-Appropriation of Funds. In the event that no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever in any fiscal year under this Agreement, then the City shall immediately notify BCG of such occurrence and this agreement shall terminate on the last day of the fiscal year for which appropriations were received, without penalty to City. No cancellation or termination fee shall be due to BCG.
11. **USE OF CLUB.** During the term of this Agreement, the Club shall be a public facility unless otherwise provided and agreed to in the Annual Budget and Program.
12. **LIQUOR LICENSE.** Subject to any relevant Texas Alcoholic Beverage Control ("TABC") licensing requirements, City, or SGM 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, flood, high winds, 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 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 written 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. To the fullest extent permitted by law, BCG will defend, indemnify and hold City harmless from and against any claims, losses, expenses, costs, suits, actions, proceedings, demands or liabilities that are asserted against, or sustained or

incurred by City because of BCG's breach of this Agreement or resulting from negligent actions, fraud or willful misconduct by BCG, companies that are a subsidiary or related to BCG, its employees or contractors in relation to the Club.

2. To the fullest extent permitted by law, City will defend, indemnify, and hold BCG and/or SGM harmless, from and against any and all liability, loss, cost, damage, penalties, claims, causes of action, proceedings and expense, including without limitation, court costs and reasonable attorneys' fees, incurred by BCG or SGM or imposed on BCG or SGM by any person whomsoever, in any way related to any claims by any employee, independent contractor, vendor, party to a contract for services to City, investor, customer, patron, or resident for actions related to the Club that arose prior to the Effective Date of this Agreement.
 3. To the fullest extent permitted by law, City will defend, indemnify and hold BCG and/or SGM harmless from and against, any and all liability, loss, cost, damage, penalties, claims, causes of action, proceedings and expense, including without limitation, court costs and reasonable attorneys' fees, incurred by BCG or SGM or imposed on BCG or SGM by any person whomsoever, in any way related to any environmental claims that existed prior to the Effective Date of this Agreement and were not directly caused by the gross negligence or willful misconduct of BCG or SGM.
 4. Recovery upon an indemnity contained in this Agreement shall be reduced dollar-for-dollar by any applicable insurance collected by the party demanding indemnification. The scope of all indemnities contained in this Agreement includes any and all costs and expenses, including reasonable attorney fees and costs, properly incurred in connection with any proceedings to defend any indemnified claim, or to enforce the indemnity, or both, provided, however, that BCG's liability under all indemnities shall be limited as set forth in Paragraph 14C. All indemnification obligations under this Agreement shall survive the expiration or any termination of this Agreement.
- B. It is expressly understood and agreed that City is solely responsible for the payment of all fees, expenses, and reimbursements due hereunder or otherwise in connection with services performed by BCG and/or SGM pertaining to the Club, including management and payment of employees, and neither BCG nor SGM shall have any liability or responsibility of any kind whatsoever with respect thereto or with respect to any other amounts payable to, or in respect of, BCG or SGM in connection with this engagement or any other services performed by BCG and/or SGM. All Operating Expenses, including but not limited to employee-related costs (e.g. salaries, wages, payroll taxes, insurance premiums, 401k funding, payments under COBRA, FMLA and employment-related administrative expenses), insurance premiums, taxes, vendor invoices, and all other costs associated with the Club that occurred during the term of this Agreement are solely the responsibility of City, whether the expense was incurred during, or after the term of this Agreement.
- C. 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 16J. 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.

- D. Choice of Law and Venue. Whereas BCG's principal place of business is in the Commonwealth of Virginia, and the Club is located in Texas, the parties agree that this Agreement shall be governed by and construed in accordance with the laws of Texas. 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 District Court for Bell County, Texas or in the United States District Court for the Western District of Texas. The parties agree to submit to the jurisdiction of those courts.
- E. 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.
 - 2. Notwithstanding provisions that may exist elsewhere in this Agreement, City is not responsible or liable for any employment-related claims, lawsuits, or expenses related to such claims and lawsuits.

15. **CONFIDENTIALITY.**

- 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, 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. 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.
- 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.

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.

- F. 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.
- G. Assignment. BCG may assign or transfer this Agreement and/or may delegate its duties and obligations under this Agreement to BCG's Subsidiary.
- H. 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.

- I. 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 by hand delivery during normal business hours, first-class registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service with FedEx or United Parcel Service; and shall be addressed to the parties in the manner set forth below. All notices shall be conclusively deemed to have been properly delivered, (i) upon receipt when hand delivered successfully 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 to prove an address change occurred without proper notice), or (ii) 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.
12700 Sunrise Valley Drive, Suite 300
Reston, VA 20191
Attention: Legal Department
Telephone: 703.761.1444
Facsimile: 703.893.3504

With copy to:

Moore & Lee, LLP
1751 Pinnacle Drive, Suite 1100
McLean, Virginia 22102
Attn: Charlie C.H. Lee or Kristen Bennett
Telephone: (703) 506-2050
Facsimile: (703) 506-2051

In the case of City:

City of Killeen
Attn: Brett Williams
101 N. College St

Killeen, TX 76451
Telephone:
Facsimile:

or to such other address as either party may designate by written notice complying with the terms of this Paragraph.

- J. 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.
- K. Invalidity. 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.
- L. 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.
- M. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. The parties acknowledge that the relationship of BCG to City is that of an independent contractor.
- N. 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.
- O. 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.
- P. 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.
- Q. Boycotting of Israel. Contractor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties executed this Agreement as of the date first above written.

CITY OF KILLEEN

By: _____
Ron Olson, City Manager

Date: _____

BILLY CASPER GOLF, LLC

By: _____
Michael K. Cutler, Senior Vice President

Date: _____

By: _____
R. Alexander Elmore, President

Date: _____

EXHIBIT A
RFP

Request for Proposals

City of Killeen, Texas Sealed
Proposals will be received for:

Golf Course Management Services RFP No.19-11

Sealed Proposals will be received
until 2:00 p.m. on
January 16, 2019

Return Proposal to:

City of Killeen
Attn: Purchasing Department
802 N 2nd Street,
Building E, 2nd Floor
Room 215
Killeen, Texas 76541

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NOTICE TO PROPOSERS
GOLF COURSE
MANAGEMENT
SERVICES
RFP NO 19-11
CITY OF KILLEEN, TEXAS

The City of Killeen will receive proposals for Golf Course Management Services for Stonetree Golf Club until Wednesday, January 16, 2019 at 2:00 p.m. Submittals must be addressed to the City of Killeen, Purchasing Division, 802 N. 2 Street, Second Floor, RM 215, Killeen, Texas 76541 and shall be plainly marked with the name and address of the Proposer, the RFP number and "RFP Golf Course Management Services for Stonetree Golf Club." Submittals received after the closing time will be returned unopened.

The purpose of this request is to select and potentially enter into a contract with a Proposer to provide golf course management services for the City. Proposers shall provide proposals as outlined in the RFP.

A mandatory Pre-Proposal Meeting will be held on January 3, 2019 at 2:00 PM at Stonetree Golf Club, located at 1600 Stonetree Drive, Killeen TX 76543. Questions will be accepted via email by Lorianne Luciano at lluciano@killeentexas.gov through January 4, 2019 at 2:00 p.m. Questions will be answered in the form of an addendum and posted to the City's website, Demand Star and EBDS. It is the Proposer's responsibility to obtain and acknowledge all addenda.

Complete information regarding this solicitation may be obtained from the City of Killeen website (www.killeentexas.gov/purchasing), Demand Star (<http://www.demandstar.com/>), and ESBD (<http://portal.cpa.state.tx.us>). The City of Killeen reserves the right to reject any or all proposals and waive any irregularities.

CITY OF KILLEEN, TEXAS

Lorianne Luciano
Director of
Procurement and
Contract Management

Background Information:

Background

The City of Killeen is located in Central Texas and has a population of approximately 143,400. The city encompasses approximately 54.25 square miles and is the home of Fort Hood, the third largest military base in the United States. Killeen is located approximately 45 miles southwest of Waco and 59 miles north of Austin, Texas. Over the past five years Killeen has added an average of 760 residents a year. Killeen residents enjoy excellent schools, great parks, public safety, recreational facilities, access to entertainment, and a unique heritage.

Government

The City utilizes a Council-Manager form of government. The elected body is made up a Mayor, who is elected at large, and three Council Members elected at large and four Council Members elected by district. The City Manager, appointed by the City Council, is responsible for the management of the City employees and administration of all City affairs. Through his staff, the City Manager implements policies established by the Council. The City enjoys an AA General Obligation bond rating and an AA Utility Revenue bond rating from Standard and Poors.

Golf Course Overview

Stonetree Golf Club is a championship caliber 18-hole public course that features a dual ended driving range, short game practice range and putting green. Stonetree Golf Club has averaged \$1,045,000 in revenue over the past five years. The course is the host to over 40,000 rounds of golf on an annual basis. The course is the home to an average of 40 golf tournaments per year. Stonetree Golf Club is the home course for two local school districts.

Stonetree Golf Club has a staff of fifteen (15) employees. These employees provide services ranging from pro shop management, merchandise sales, daily fee play, tournament hosting, cart maintenance, range services, turf grass management, and facility reservations. Key management personnel include the Pro Shop Manager and Golf Course Superintendent.

Stonetree Golf Club was renovated in 2005. The renovation included the reconstruction of nine of the course's eighteen holes and the complete rerouting of the course. In 2015, the City of Killeen secured the sustainability of the course's turf grass with the implementation of Type I re-use water. The course utilizes an average of 48 million gallons of water per year. The transition to Type I re-use has isolated the course from water consumption issues related to the use of potable water.

Golf Operations Submittal

Golf Operations

The scope of work covered by these Golf Course Management Specifications consists of providing labor; services; materials; supplies; golf cart leases; maintenance equipment and leases; selecting golf shop furniture, fixtures, equipment, and inventory for sale; and other items as may be required to support the operation of a quality, municipal golf course, golf shop, and practice facility, whether or not such work is specifically set forth in these specifications. Services according to these specifications shall commence at an agreed upon time by both parties to this agreement. Proposers will continue until termination of the agreement between the Proposer and the City.

Scope of Contract

Any contract awarded will be a service contract calling for services identified in this solicitation at an agreed upon rate of compensation as negotiated by both parties. Upon acceptance of the negotiated terms and conditions by the City Council and issuance of a Contract Award, Proposer shall deliver the services at the agreed upon prices, within the time specified, and in accordance with all Terms and Conditions and General Provisions contained herein.

Submittal of Documents

All proposal responses shall be submitted in a sealed envelope featuring the name and address of Proposer, RFP # and name, and addressed to City of Killeen, attention Purchasing Department, 802 N. 2nd Street, Building E, Room 215, Killeen, Texas 76541. The submittal shall include one (1) original, and four (4) copies. Facsimile and/or email transmittals will not be accepted. Submitted proposals will be accepted until **2:00 P.M. on January 16, 2019.**

Project Timeline

The vendor/Proposer selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued: Sunday December 16, 2018

Pre-Proposal Meeting: Wednesday, January 3rd, 2019 at 10:00am

Deadline for Submitting Questions: Friday, January 4, 2019 by 2:00 pm

Proposal Submission Deadline: Wednesday, January 16, 2019 by 2:00 pm

Review: January 17-29

Council consideration: February 2019

Instructions to Proposers:

General

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions shall be disqualified without further consideration. The City of Killeen requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Proposers shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain prospective Proposers with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. *It is requested that proposals be limited to no more than 50 pages, excluding resumes and sample documents.* All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal. Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12-point font.

All original submittals must be manually or digitally signed by an authorized official of the Proposer and include the printed name and title of the person signing. Adobe Acrobat Encryption must be utilized for digital signatures. **If you obtained this solicitation by Internet posting, your response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, Proposers affirm that no alteration of any kind has been made to this solicitation.**

Proposals may not be withdrawn after the time set for the closing, unless approved by the City Council.

Your offer or a modification to your offer is LATE if received after the time set for proposal opening and shall be returned unopened and shall not be considered.

Questions & Inquires

If you need clarification or have any question as to the true meaning of specifications or any other document in the solicitation, your concerns must be submitted in writing to the Director of Procurement and Contract Management before or on January 4, 2019 at 2:00pm. No responses will be provided to prospective Proposers after this date. Timely requests will be interpreted or otherwise clarified by issuance of an addendum to the solicitation distributed to all sources that received a set of the solicitation.

Pre-proposal Conference

A **MANDATORY** pre-proposal meeting between representatives of the City of Killeen and prospective Proposers will be held on **Thursday, January 3, 2019 at 10:00 am.** at Stonetree Golf Club, 1600 Stonetree Dr, Killeen TX 76543.

The purpose of the mandatory pre-proposal meeting is to make certain that the scope of work is fully understood, to answer any questions, to clarify the intent of this RFP and to resolve any problems that may affect the project. No addendum will be issued at this meeting, but subsequent thereto, the Director of Procurement and Contract Management, will issue an addendum(s) to clarify the intent of this project, if necessary.

Addenda

Any interpretations, corrections, or changes to this RFP will be made by an addendum. All addenda issued will be posted on the City of Killeen website (www.killeentexas.gov/purchasing), Demand Star (<http://www.demandstar.com/>), and ESD (<http://portal.cpa.state.tx.us>). It shall be the responsibility of the Proposer to keep track of all addenda issued for this RFP. All addenda issued will become a part of the RFP and the Proposer shall submit them within its proposal to acknowledge receipt.

Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted on the Evaluation Form, each of the evaluation bullets will be scored based on the form and how well the responses are prepared. Evaluation ratings will be on a **300-point** scale and those Proposers selected for a short list may be invited to attend an interview, at the Proposer's own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Proposer.

The City reserves the right to reject any or all proposals. The City's process is as follows:

City staff shall recommend an evaluation committee which will be used to evaluate all proposals as follows:

- Qualifications and Experience – 90 points
- Profit Sharing Model – 80 points
- Proposed Operating Budget – 60 points
- Timeline for Break Even – 30 points
- Rate Structure - 20 points
- Transition Plan – 20 points

Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer.

City staff will notify the top proposer by Friday January 18th, 2019 by 4:00. The top proposer needs to be prepared to negotiate a final contract the week of January 22-25, 2019.

Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked

proposer. The process shall continue until an agreement is reached with a qualified proposer.

The City reserves the right to negotiate the final fee prior to recommending any proposer for a contract. The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results.

Statement of Compliance

By submission of a response to this RFP, Proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

Reservations

The City reserves the right to accept or reject any or all proposals as a result of this RFP, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP if found in the best interest of the City. All proposals become the property of the City of Killeen.

Reimbursements

There is no express or implied obligation for the City of Killeen to reimburse responding Proposers for any expenses incurred in preparing proposals in response to this RFP and the City of Killeen will not reimburse responding Proposers for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Errors and Omissions

Approval by the City shall not constitute nor be deemed a release of the responsibility and liability of the Proposer, its employees, subcontractors, agents and consultants for the accuracy and competency of its supplies, equipment, or services provided hereunder; nor shall such approval be deemed to be an assumption of such responsibility by City of Killeen, its officers, elected officials, agents and employees from any loss, damage, liability or expense, including reasonable attorney's fees, on account of damage to property and injuries, including death, to all persons, including employees of the Proposer or any of its consultants, which may arise from any negligent act, error or omission, on the part of the Proposer, its employees, agents, and consultants, pursuant to this contract.

Receipt of proposals

The submitted proposal must be received by the Purchasing Division prior to the time and date specified. The mere fact that the proposal was dispatched will not be considered; the Proposer must insure that the proposal is actually delivered. All proposals received after the deadline will be rejected upon a delivery attempt or returned to the Proposer unopened.

A proposal may not be withdrawn or cancelled by the Proposer without the permission of the City of Killeen for a period of ninety (90) days following the date the proposal is opened, and the Proposer agrees to this upon submittal of its proposal. Proposals cannot be altered or amended after the submission deadline. Any interlineations, alterations or erasures made before the opening of the proposal(s) shall be initialed guaranteeing their authenticity.

The Proposer shall sign and date each proposal in the packet that is representative of the Proposer's offer. The person signing the proposal must have the authority to bind the Proposer in a contract. Proposals received which are not signed and dated in this manner may be rejected.

Negotiations

Negotiations may be conducted with responsible Proposer(s) who submit proposals that are reasonably qualified of being selected. All Proposer(s) reasonably qualified of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the selection committee. Following any presentation and/or interviews, Proposers will be ranked in order of preference and contract negotiations will begin with the top ranked Proposer. Should negotiations with the highest ranked Proposer fail to yield a contract, or if the Proposer is unable to execute a contract, negotiations will be formally ended and then commence with the second highest ranked Proposer, etc. However, the City may in its sole discretion, award a contract without interviews, based solely on information supplied in the proposal.

Contract Term

The proposed contract term will be an initial period of five (5) years with three (3) two-year options to renew, subject to the satisfactory negotiation of terms (including a price acceptable to both the City of Killeen and the selected Proposer) and the annual availability of budgeted appropriations.

Option Extend

The awarded contract will be subject to three, two-year extensions, upon written agreement by both parties. Upon extension, all terms and conditions of the original contract shall remain unchanged and in full force and effect. The extension option, if exercised, shall be executed not sooner than one hundred twenty (120) days prior to the expiration of the original contract period. Refusal by either party to exercise this Option to Extend shall result in termination of the original contract either on the original termination date or a mutually agreed upon date. If both parties agree to extend the original contract, the total contract term, including the extension, may not exceed a period of eleven (11) years from the date of award.

Governing Law

The laws of the State of Texas will govern any Contract resulting herefrom. A contract shall be performed in and jurisdiction shall lie in Bell County, Texas. The applicable law for legal disputes arising out of the contract resulting herefrom shall be the law of the State of Texas.

Management Changes

Should there be a change in ownership or management of the Proposer awarded a contract, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. The awarded contract shall not be nontransferable by either party.

Ex Parte Communication

Please note that to ensure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or employee evaluating or considering the proposal prior to the time a formal decision has been made. Questions and other communication from proposers will be permissible with only the Director of Procurement and Contract Management until the time and the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposals. Participation in any ex parte communication, whether or not initiated by the Proposer, may be grounds for disqualifying the offending proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

Additionally, neither the City of Killeen City Council nor City staff, except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, shall initiate any contact with a Proposer or directly discuss or promote any proposal with any Proposers, including their agents and representatives.

Excluded Parties List Certification

By submitting a bid, the proposer certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

Indemnity Against Loss

The successful Proposer shall defend, indemnify and hold harmless the City of Killeen and its elected officials, officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees/expenses brought for any injuries to persons or damages to property in connection with any awarded contract. Any money due the successful Proposer under an awarded Contract, as shall be considered necessary to the City of Killeen, may be retained for the use of the City to secure this indemnity. The successful Proposer expressly agrees to defend, indemnify and hold harmless the City of Killeen and its elected officials, officers, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused

in whole or in part by the acts of omissions, including negligence, of the City of Killeen, its officer, agents or employees.

Safeguarding Information and Data

The Proposer shall safeguard all information and data provided by the City. Further, Proposer shall not sell or make available data or mailing lists compiled from data received from the City without the express written approval of the City Council, through the City Manager, with appropriate remuneration to the City. All data collected during the contract terms belongs to the City of Killeen.

License and Permits

Proposer shall be responsible for maintaining all required Texas Alcoholic Beverage Commission (TABC) permits and licenses throughout the term of the agreement.

Employment of City Employees

The following stipulations will be made a part of the final agreement between the City and the Proposer. The Proposer will indicate its ability to comply with this stipulation and list any deviations that it will propose to be made.

The Proposer shall offer full-time employment to all City employees who will be displaced due to the contract at no less than their current salary level, subject to each such employee meeting the Proposer's minimum job requirements (which shall be job-related and non-discriminatory). The Proposer shall provide an employee transition plan.

The Proposer may interview such employees within thirty (30) days after the award of the contract. The Proposer shall leave the offers to such employees open for seven (7) days and may withdraw the offer to a particular employee if the employee does not accept it within such period.

PROPOSER'S CERTIFICATIONS/AGREEMENTS – By submission of a proposal

- a. You certify that you are a duly qualified, capable, and otherwise bondable business entity. You further certify that the Company, Corporation or Partnership does not owe any back taxes within the City. No award will be made to a Proposer owing back taxes within the City. Additionally, if taxes become delinquent after an award has been made to you, that fact may constitute cause for cancellation of a contract.
- b. You warrant that all applicable patents and copyrights which may exist on items in the proposal have been adhered to and further, you warrant that the City shall not be liable for any infringement of those rights. Such rights granted by the City shall apply for the duration of the contract or for the life of the equipment or supplies purchased. City agrees not to sell, convey, barter, or otherwise extend the use or exclusive right granted herein to anyone other than City employees for official use as described in the awarded contract. City will not knowingly or intentionally violate any patent, license or copyrights applicable to items sold hereunder.

- c. You warrant and agree that use of any intellectual property of the City of Killeen, to include website URL's, email databases, copyrights, trademarks, etc., is the exclusive right of the City of Killeen and will not be used by you without the express written permission of the City of Killeen.
- d. You warrant that upon execution of a contract with the City you will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, race, color, sex, disability, creed, or national origin and will submit reports as City may require assuring compliance. Furthermore, its Proposers, their sub-proposers and suppliers, as well as all vendors of goods, equipment, and services, shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. All vendors, suppliers, professionals, and Proposers doing business, or anticipating doing business with City shall support, encourage, and implement affirmative steps toward the goal of establishing equal opportunity for all the citizens of the City.
- e. You warrant that the offered price will be held by Proposer and subject to acceptance by the City Council for a period of ninety (90) calendar days from RFP closing date, or such longer period indicated in your offer.
- f. You warrant that you have employed or retained no one or no agency to solicit or secure a contract where you have agreed to pay a commission, percentage, brokerage, or contingency fee, except for your bona fide employees or your bona fide established commercial or selling agencies that you maintain as a regular course of business. Violation is cause for the City to annul the contract without liability, or at its discretion to deduct consideration from the contract price for the full amount of the commission, percentage, brokerage, or contingent fee.
- g. You affirm that any response has not included any preparation in collusion with any other Proposer, and that the contents of any response as to prices, terms or conditions of said response have not been communicated in any manner to any other person engaged in this type of business prior to the official opening of this solicitation.

TERMINATION FOR DEFAULT

Failure of the awardee to perform any of the provisions of the contract shall constitute a breach of contract, in which case, the City may require corrective action within ten (10) days from date of receipt of written notice thereof. Failure to take corrective action or failure to provide a written reply within the prescribed ten (10) days shall constitute a Default of contract and cause for termination. All notices for corrective action, breach, default, or show cause, shall be issued by the City Manager, and all replies shall be made in writing to the City Manager at 101 N. College St, Killeen TX 76541. Notices issued by or to anyone other than the City Manager shall be null and void, and shall be considered as not having been issued or received. If defaulted, the Proposer shall be liable for liquidated damages, if any, as stipulated in the agreed upon contract. City reserves the right to enforce the performance of the awarded contract in any manner prescribed by law in the event of breach or default of contract, and may contract with another party with or without solicitation of proposals or further negotiations. At a minimum, Proposer shall be required to pay any difference in the cost of securing the products or services covered by the contract, or compensate for any loss to the City should it become necessary to contract with

another source because of default, plus reasonable administrative costs and attorney's fees.

TERMINATION AT WILL

Both parties reserve the right to terminate the contract at will and shall provide the other party a 180-day written notice of termination. If the City terminates at will, all costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the contract prior to termination will be paid. Costs are excluded which are recoverable in the normal course of business or which can be mitigated through the sale of supplies or inventories. In the event the City pays for supplies or materials, they shall become the property of the CITY and shall be delivered to the F.O.B. point shown in the contract, or as designated by the Director of Procurement and Contract Management. No anticipated profits are payable.

AWARD OF CONTRACT:

- a. Award will be made to the responsible Proposer who submits the best proposal, or to the responsible Proposer whose proposal is most advantageous to the City, price and other factors considered. Please provide a contract for signature with the proposal.
- b. The contract is a preliminary contract and if chosen as the top proposer the City and Proposer will negotiate final terms during the negotiating period.
- c. After successful negotiations between City Manager or his designee the contract will be taken to City Council for consideration.
- d. City may reject a proposal (or all proposals) if not satisfactory to City Council. City also reserves the right to waive minor informalities or irregularities in any proposal.

Each proposal shall contain a representation as to accuracy and completeness of proposal. Suggested verbiage is "The information contained in this Proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the City, are true, accurate and complete to the Proposer's knowledge. This proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts."

Specifications

The apparent silence of any specification as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this proposal. It is the responsibility of the submitting Proposer to ask questions or bring concerns to the City if any specification seems unclear or is lacking detail in any way.

AGREEMENT TERMS

Golf Course Management Services as specified in this proposal will serve as the framework for Proposers to

provide submittals. The submittals provided in accordance with this proposal will serve as the framework for determining the Proposer the City of Killeen will enter into negotiations to finalize a Golf Course Management Agreement.

As part of the agreed upon management agreement, the Proposer will be responsible for the appropriation and expenditure of all funds associated with operating Stonetree Golf Club. The Proposer will also be responsible for the collection and reporting of all revenues associated with Stonetree Golf Club. The Proposer will be responsible for engaging in profit sharing with the City of Killeen at a negotiated rate following the Proposer attaining agreed upon revenue milestones.

The chosen Proposer will agree to full financial responsibility for all leases associated with Stonetree Golf Club. These leases include turf maintenance equipment and golf cart fleet. The Proposer will agree to assume full liability for the maintenance of the aforementioned fleet.

The negotiated agreement will include a provision that enables the City to have the right to engage a golf course consultant to inspect the golf course and provide recommendations for implementation by the chosen management Proposer.

PERSONNEL & SUPERVISION

The chosen Proposer will agree to operate Stonetree Golf Club under the direct supervision of an experienced and highly accomplished golf industry professional. The Proposer will be responsible for hiring, training, managing, and compensating the necessary personnel for the performance of all necessary work in accordance with generally accepted golf industry standards for turf maintenance, golf instruction and daily fee golf. These standards will be negotiated in the Golf Course Management Agreement.

A staffing plan shall include a PGA/LPGA Class "A" Professional for which a resume must be submitted for that professional, who is onsite a minimum of 40 hours per week and will coordinate and oversee on site staff to manage the pro shop and clubhouse during operating hours. The proposal shall also include in the staffing plan proposed staffing in the pro-shop by season and the qualifications should be provided for those employees as well. An organizational chart must be submitted to reflect the Proposer's plans for providing adequate staff and the minimum credentials for each position.

HOURS OF OPERATION

The chosen Proposer must agree to standard operating hours, which are consistent with typical municipal golf course operations. The City Manager has the right to close the Stonetree Golf Club during emergency situations when the safety of the community is at risk.

CLUBHOUSE AND PRO-SHOP

Clubhouse Facility

The negotiated management agreement will outline the terms and conditions of the management of Stonetree Golf Club's clubhouse. Management will include all aspects of maintenance and operations and any and all fees and repairs and or replacement of equipment associated with this management. The agreement will outline a maintenance plan that is to the City's standards. The Proposer will be responsible for maintaining the clubhouse at or above the condition in which the facility is turned over to them.

- a. The Proposer will establish a quality standard and schedule and oversee performance of its employees or Proposers to:
 1. Vacuum carpets every day and clean as needed.
 2. Empty waste baskets and clean daily.
 3. Sweep all building entrances daily.
 4. Dispose of all waste daily.
 5. Dust all desks, counters, chairs, file cabinets, tables and shelves daily.
 6. Clean baseboards weekly.
 7. Clean window glass in the doors inside and out daily or more often as needed.
 8. Replace defective lamps and light fixtures as possible after discovery.
 9. Repair public address system as needed.
- b. The Proposer shall keep the property in good order and shall make or manage all repairs including:
 1. Interior and exterior cleaning
 2. Painting
 3. Decorating
 4. Carpentry
 5. Other normal maintenance and repair work
- c. The Proposer will accept management of the clubhouse and all associated amenities. The Proposer will assume control of the property 'as is' with no warranties, expressed or implied by the City. The Proposer assumes full responsibility for the maintenance and repair of all facilities.
- d. The Proposer shall provide termite, pest and vector control for all facilities.

Merchandise Quality/Quantity

- a. Provide and sell golf merchandise and services. The Proposer shall assume all risk, cost, and expense for the staffing and operation of a service-oriented, well-provisioned golf pro shop that satisfies the needs of the public. The Proposer and the City will agree on profit sharing during negotiations.
- b. Proposer shall not offer for sale or rental any item of merchandise which the City deems objectionable or beyond the scope of the agreement.

- c. Proposer shall provide merchandise by category and list expected inventory sales, cost, and method used to manage stock levels, obsolescence, spoilage and pilferage within the proposal.

Equipment

All Stonetree Golf Club leases will be assigned, bought out or negotiated prior to the final contract being executed. At the conclusion of each lease, the Proposer will have the option to negotiate with its own preferred service providers. See Appendix A for a complete list of all Stonetree Golf Club leased equipment.

PRIVATE CART SHEDS

Stonetree has 54 private onsite storage sheds for private golf cart storage, 2 cart's per shed totaling 108 available spaces, which are rented to the public at a yearly fixed rate. Currently, they are leased for 1 year at \$900/year. Proposer shall honor the current cart-shed lease agreements and honor the stated rate for a period of one-year prior to establishing a new rate. After one year, if a new rate is to increase more than 5% it must go to City Manager and City Council for approval.

Pricing

The Proposer shall charge competitive prices for the same or similar goods sold at equivalent quality, daily fee golf courses in the area consistent with the cost to provide such goods.

GOLF AND OTHER SERVICES

The Proposer will be responsible for providing full service golf services at Stonetree Golf Club including, at a minimum, the following services, and activities:

- a. Manage and service golf carts to ensure functionality for golf purposes.
- b. Supervise and manage the establishment and implementation of starting times and the reservation system that operates this function.
- c. Collect and deposit all daily revenues, including, but not limited to, monies from green fees, merchandise sales, cart and equipment rentals, lessons, tournaments, facility rentals and gift certificate sales.
- d. Provide quality golf lessons and instruction for all levels of play, if applicable.
- e. Promote golf and golf-related activities in cooperation with existing golf clubs, organizations, local schools, and the City of Killeen. Maintain professional relationships with local golf course professionals/managers.
- f. Schedule and facilitate golf tournaments, clinics, and junior golf promotions that meet the City's image and priorities.

- g. Provide, schedule, and supervise course marshal and starter services.
- h. Develop and implement means and methods to ensure an appropriate pace of play, enforcement of established rules, and provide a family-friendly golf environment.
- i. Keep the golf course and driving range open for play during the published schedule approved by the City Manager or designee, if applicable.
- j. Attend monthly meetings, as requested, with the City to provide updates on golf course matters.
- k. Work cooperatively and collaboratively with City management staff to provide a positive golf experience for all users.
- l. Provide food and beverage operation to patrons during the same hours as the pro shop.
- m. Manage and maintain all meeting and conference rooms for rental purposes.

Reservations

- a. The Proposer shall maintain, and upgrade reservation systems as needed to include a website.
- b. Schedule, organize, coordinate, and manage tournaments and special events. Meet with tournament sponsors and organizers to plan and implement details of the tournament including but not limited to securing carts, assigning starting times, assigning carts, preparing scorecards and scoring sheets, recording scores, determining winners, and mediating rules disputes.
- c. Any special requirements for group/tournament play will be established by the Proposer, conveyed when reservations are booked and communicated by golf operations staff as groups are checked in.
- d. The Proposer shall provide all complimentary, necessary, and consumable golf supplies including scoring pencils and "logo" scorecards.
- e. The Proposer shall ensure all rooms and rental areas are available to be rented at all hours of the pro shop, to include but not limited to:
 - a. Weddings/Showers
 - b. Board Meetings
 - c. Mixers
 - d. Rehearsals
 - e. Group Outings
- f. The Proposer and City shall negotiate all rental room prices as part of the Golf Course Management

Agreement.

Rentals

- A. The Proposer shall provide and maintain for rental an inventory of quality, recognized brand sets of golf clubs, with bags, sufficient to meet players' demands.
- B. The Proposer shall provide and maintain for rental a supply of pull carts sufficient to meet players' demands.
- C. The Proposer shall ensure an adequate number of golf carts are available. The Proposer will maintain an adequate number of this supply in a clean, fully-charged manner sufficient to meet players' demand and be responsible for maintenance.

Starter/Player Assistants

- a. The Proposer shall provide a Starter and a plan to ensure that players begin each round of golf in accordance with established tee times and availability. Pace of play objectives shall be established by the Proposer and implemented to ensure an enjoyable experience by all golfers.
- b. The Proposer shall draft and implement a marshal program to promote and maintain a comfortable yet brisk pace of play.

Practice Areas

- a. The Proposer shall be responsible for the maintenance and upkeep of all existing practice areas to at least the current condition.
- b. The Proposer shall be responsible for maintaining a high quality practice area to include all the necessary elements utilized to operate practice areas to include range balls, ball dispenser, buckets, synthetic hitting mats, yardage markers, flags, and cups on the practice greens.

Lessons

The Proposer shall provide golf lessons and training by qualified instructors that are certified PGA/LPGA professionals, or under the supervision of a Class "A" PGA/LPGA professional whose qualifications have been vetted by the City Manager or his designee. Program will be designed to attract a diverse group of patrons to include youth, female and senior golfers.

Group Tournament Services

- a. The Proposer shall provide group event, tournament, and outing scheduling services without discrimination consistent with the City standards and image.

- b. The Proposer shall promote the use of all other fee services and sale of goods.
- c. The Proposer may negotiate fees for group/tournament activity or other special uses.
- d. During periods of heavy play, the General Manager/Golf Pro shall regularly tour the golf course.
- e. The Proposer shall provide cart assignment sheets, scoreboards, and other special materials to support group/tournament events. The support materials shall be consistent with the quality and “logo” identification of other daily fee play materials.

Golf Course Equipment Repair Services

If the Proposer determines that there is a demand/need to provide an equipment repair service to the public, the Proposer shall submit a detailed business/operation plan to the Executive Director of Community Services.

Daily Golf Fees

- a. Fees and Charges
 - i. Proposer shall keep a current and comprehensive list of fees for golf play and cart rentals. Standard fees shall be displayed and posted on the website.
- b. Establishing of Fees
 - i. Proposer shall conduct an annual, comprehensive survey of green fee and rental rates at comparable golf courses within the market area and submit recommendations for fee changes to the City Manager or his designee. Current fees shall be included in the Proposer’s proposal and may be negotiated.
 - ii. No fee can be raised more than 5% in any 12-month period and all existing fees must stay the same for the first 6 months of the contract.
 - iii. The City Manager and City Council must approve all green fees and cart shed rental rate changes that would exceed 5% in any 12-month period.

Cash Handling and Reporting

- a. The Proposer shall keep complete records of all transactions concerning all monies collected for fees and goods.
- b. The Proposer shall be responsible for and keep neat, accurate, legible records of reservations made and fulfilled, and fees charged for every individual and group who use the golf course.
- c. The Proposer shall provide daily, monthly, quarterly, and annual reports as requested by the City to measure efficiency and productivity of the operation. These may include net receipts, expenses, wages, inventory tracking, total sales, revenue, categorized rounds of play tracking, course condition tracking, etc.

- d. All green fees and sales and rental transactions must be entered into Point of Sale Systems. A register receipt, showing a correct date and time of issue, and amount paid, shall be tendered to every person paying for fees or services.

Safety and Security

- a. The City does not assume any responsibility for security other than usual and routine neighborhood police patrols and investigations.
- b. The Proposer is to have a written safety and security plan for each of the golf facilities which shall include the operation of a security system.
- c. The Proposer shall cooperate with the City Police and Fire Departments and any other appropriate law enforcement agency.
- d. The Proposer shall be responsible for the fire suppression system, inspections and maintenance at all facilities.

GOLF COURSE MAINTENANCE

Listed below are the standard maintenance guidelines and requirements to be performed. The addition or deletion of services necessary to maintain the course to USGA standards should be clearly identified in the proposed maintenance plan.

A. Soil Analysis

- a. Soil samples shall be taken at least once a year on greens, tees, and fairways.
- b. A certified laboratory shall analyze the samples and the resulting report will be used to make a treatment decision.
- c. Fertilizer applications will be tailored to the soil/plant needs.

B. Fertilization Requirements (in accordance with USGA recommendations)

- a. Greens shall be fertilized to promote playability, healthy grass and root system.
- b. Tees shall be fertilized as needed.
- c. Fairways, rough, driving range, and clubhouse turf shall receive necessary applications to promote maximum turf coverage per year based upon standards level set for particular course.
- d. Landscape, ornamentals and shrubbery to receive at least one application a year. Mulching must be maintained and replenished to maintain appearance standards.

C. Mowing Requirements

These activities shall be scheduled at such a time as to limit the interference with play.

- a. Greens:

- i. Greens to be mowed on a daily basis, weather permitted and seasonally adjusted.
 - ii. Mowing heights of the greens shall be consistent and be maintained on a daily basis to keep a smooth rolling service to USGA standards.
 - iii. Collars will be maintained at less than 750/100 inch.
- b. Tees, fairways and aprons. These areas will be mowed as needed and be consistent with a maximum of 5/8 inch for the tees.
- c. Roughs and other areas:
 - i. Roughs will be mowed as needed.
 - ii. Bunker slopes, clubhouse turf, and all other turf areas shall be mowed as needed.
 - iii. Sand traps are to be raked daily.
 - iv. During colder months it may be acceptable to mow bi-weekly
 - v. Leaf removal to be conducted to facilitate play.

D. Cultural Practices

- a. Aerification:
 - i. Greens are required to be aerified a minimum of two times a year.
 - ii. Tees and aprons are required to be aerified once a year.
 - iii. Fairways are required to be aerified once a year.
 - iv. Rough is to be aerified at the discretion of the Proposer.
 - v. Topdressing is required as needed; topdressing shall meet the requirements of the USGA specifications.
- b. Verticutting:
 - i. Greens are to verticut from April through October, twice a month. The greens mower shall follow immediately after Verticutting. The height of greens mower should be the same height of an everyday setting.
 - ii. Tees, aprons, and fairways are to be verticut bi-annually.

E. Over-seeding

- a. Greens
 - i. The Proposer and Executive Director of Community Services will negotiate on an annual basis for the greens.
- b. Tees and Fairways
 - i. Tees, aprons, fairways are to over seeded with turf-type rye grass and will be applied in September and no later than the last weekend in October or as weather dictates.

F. Chemical Program:

- a. Proposer must provide a detailed Agronomic Plan for Stonetree Golf Club.

G. Cups and Pins:

- a. Pin locations shall be changed three times a week.
- b. Cups shall be replaced and painted as needed.
- c. Pins will be placed at least 10 feet from the previous location and at least 3 paces from the

edge of the green.

H. Repairs:

- a. Repair all ball marks, divots and other damaged turf on greens including chipping area and practice greens as needed.
- b. Out of bounds and hazard stakes will be replaced and maintained as needed and placed to USGA Standards.

I. Cart Paths:

- a. It will be the responsibility of the Proposer to maintain the cart paths and the turf entering and exiting the cart paths.

J. Irrigation:

- a. It will be the responsibility of the Proposer to ensure that all of the equipment required to irrigate the golf course is maintained in good repair.
- b. It will be the Proposer's responsibility to determine the frequency and the amount of irrigation used in each application.

K. Lake and Ditch Maintenance:

- a. It will be the responsibility of the Proposer to maintain the lakes and ditches including culvert pipes and headways on the golf course property.
- b. Proposer shall provide a plan for maintaining ditches and lakes as part of the proposal.

Capital Improvements

- a. Any and all Capital Improvements to the facility required for the Proposer's operation, permits or other needs will be the responsibility of the Proposer and require the approval of the City before implementation.

FOOD AND BEVERAGE OPERATION

A. Licenses and Permits

- a. The City will transfer all necessary permits to the Proposer to run an indoor and outdoor food service facility at Stonetree Golf Club. The Proposer must maintain and keep current on those licenses and permits through the duration of the contract.

B. Experience

- a. The Proposer must demonstrate the ability to establish and maintain a food and beverage operation capable of servicing daily play golfers, facility rental events and golf tournaments.

C. Hours of Operation

- a. The Food and Beverage operation is expected to operate seven days a week throughout the year except for Christmas Day in a casual environment to meet the needs of daily play golfers, facility rental events and golf tournaments.
 - 1. The Proposer must present a food and beverage plan of operation that provides service for the hours of the pro-shop on all days the golf course is open to the public.
 - 2. The Proposer can, at its choosing, choose to provide food and beverage services beyond the timeframe of dawn to dusk.
- b. The Proposer will have the option to schedule and host non golf events within the clubhouse and surrounding open spaces of the golf course.

D. Beverage Cart Service

- a. The Proposer will be expected to provide roving beverage cart service during peak demand hours as identified by the analysis of golfer usage data.

E. Operating Cost

- a. The Proposer will be responsible for ensuring the availability of all merchandise and supplies necessary for the production of the food and beverage menu, ensuring that an adequate level of supplies is kept stocked at all times and accounting for all revenues and expenses.

F. Supplies and Equipment

- a. All equipment will be inventoried when the Proposer commences operation. The Proposer shall replace any equipment that has been destroyed, damaged or worn beyond its useful life, with like equipment. Upon the expiration of the contract, the Proposer shall relinquish inventoried equipment to the City in good and working order.

G. Financial Reporting

- a. The Proposer shall maintain a system of accounting that accounts for all monies received at the time of sale and at any time be prepared to submit accurate records of all transactions.
- b. The Proposer shall offer to provide receipts to customers for all goods and services sold in the restaurant.
- c. The Proposer shall keep and maintain ALL required financial records in accordance with City policy and procedures while utilizing accounting procedures compatible with the city's financial system. The City will consider alternative procedures and reports proposed by the prospective Proposer, provided they assure adequate internal controls, compliance with State laws and City regulations and the safeguarding of City assets.

EVALUATION OF GOLF COURSE OPERATIONS

City intends to protect its interests and ensure that expectations outlined in this document are met; thus, the final contract shall include a detailed methodology process on how the Proposer will be evaluated on the golf course operations (all inclusive).

Statement of Organization

Proposer shall complete Form 2 (see page 44). Proposers are permitted to supply additional information that will assist the City in understanding the Proposer's organization.

Qualifications and Experience

Briefly introduce your company, providing a summary of the administration, organization and staffing of your company, including multiple offices, certified financial statements reflecting assets, liabilities, net worth, revenues, expenses and profit and loss, if applicable.

Proposer must disclose the amount of time that Proposer has been performing service under its current business name. Proposers shall provide a list of communities similar to the City for which the Proposer or any affiliate has provided similar services to those for which Proposer is submitting a proposal. City reserves the right to contact such communities to inquire about performance.

Proposers must submit the following information regarding each community:

- a. Agency Contact information including contact name, telephone and email;
- b. Description of services;
- c. Number of rounds played, annual memberships sold, gross merchandise sales, gross and net revenue for total operations, total golf tournaments hosted, youth programs, adult programs, gross concessions sales, annual meetings hosted;
- d. Number and type of employees in staffing model;
- e. Financial statements for properties owned, types of courses managed (Municipalities, public, or privately owned) and;
- f. Dates of service.

Proposer shall disclose any contract in the past five (5) years that ended prior to the Contract expiration date due to any of the following reasons:

- a. Assignment of the agreement to another vendor;
- b. Termination of the agreement; or
- c. Mutual agreement with the Customer to discontinue service.

Proposers must disclose any litigation that occurred as a direct result of service agreements for similar services for which Proposer is submitting a proposal.

Please include the following information:

- a. Organizational chart for key personnel to include job titles and descriptions.
- b. Job descriptions indicating the qualifications and experience of key personnel.
- c. Description of policies and procedures that are in place to ensure that personnel performing services are qualified and proficient. Proposers must describe the educational requirements for personnel by position.
- d. Identification of training programs for personnel, including safety training.
- e. Description of dress code that is required for personnel.

Proposer must submit sufficient information to demonstrate financial capacity to handle a contract for the services described within this RFP. Examples of documentation that may fulfill this requirement include, but are not limited to, audited financial statements for the last three (3) years.

Proposer must also disclose whether they have ever filed for bankruptcy.

Project Methodology

Proposer must provide a detailed timeline of the overall approach to providing Golf Course Management Services and describe why this is the best approach for the City. The method of approach should include detailed descriptions of youth and adult player development programs, marketing techniques, maintenance techniques, customer service training, safety training program, dynamic pricing methods, employee compensation and benefits plan, and food and beverage operations. The City reserves the right to reject and request modification of the practices and programs if the City deems it appropriate.

Description of Services

Proposer shall describe methods to be utilized for the maintenance of the turf grass on the entire golf course property. Description must include the following:

- a. Method of maintaining greens, tee boxes, and fairways to include fertilizers, pesticides, herbicides, and annual planting of rye grasses.
- b. Method of mowing greens, tee boxes, and fairways to include daily mowing and growth methods.

Description of Programs

Proposer shall describe the types of programs and the affiliate organizations that it will utilize to establish and grow youth and adult programming. The description must include the following:

- a. Introduction to golf programs for youth.
- b. Advanced player development programs for youth.
- c. Introduction to golf programs for adults.
- d. Advanced player development programs for adults.
- e. Description of programs to promote annual memberships.
- f. Description of program to incentivize annual members to continue to obtain annual memberships.

Recordkeeping and Reporting Capabilities

- a. Provide details of Proposer's reporting process and ways in which reporting cycles can be customized.
- b. Provide samples of reports.
- c. Security and Disaster Recovery
 - a. Describe security measures and disaster recovery plan, including but not limited to the following:
 - i. Outline the security measures in place for the protection of data.
 - ii. Describe security measures used to prevent unauthorized user access to Stonetree software.
 - iii. Describe your backup and/or redundant systems.
 - iv. Provide your disaster recovery plan should a catastrophic event occur.

Transition Plan

Proposer shall describe its proposed strategies to ensure a smooth transition from the current level of service to the proposed level of service. In the transition plan, Proposer must describe the following:

- a. Individual or group of individuals that will oversee the transition;
- b. Proposed approach, including timeline, and personnel to transition existing staff to the Proposer's staff. Proposer shall also include a plan for transitioning all software and hardware to its control. Proposer shall also describe the method for insuring no disruption in services for customers as it pertains to memberships, instruction, and merchandise acquisition.
- c. Overall schedule for the transition **including the timeline** in which the proposed schedule will be implemented;
- d. Proposed strategies for customer service and public education regarding the potential transition of service providers.
- e. Proposer's plan to hire displaced City employees, and the assumption of existing lease contracts for mowing equipment and golf carts.
- f. Describe the transition plan of how the Proposer will assume operations of the entire clubhouse to include meeting space, pro shop and food and beverage operations.

Customer Service and Public Education

Proposers shall provide the following customer service and public education information within their proposals:

- a. Customer service programs
- b. Description of overall public outreach program to be provided by Proposer to customers;
- c. Description of Proposer's personnel that have expertise in customer outreach who will be available to provide support for public outreach efforts;
- d. Sample public outreach materials that have been developed by the Proposer for use in other municipalities for similar programs or service transition.

INSURANCE REQUIREMENTS: All proposers shall have the appropriate amount of insurance while delivering the items once awarded. This coverage shall be present as to cover all losses.

A. Comprehensive General Liability and Property Damage Insurance

The proposer shall take out and maintain during the life of the awarded contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the goods or services under the contract, whether such operations be by himself or by an Proposer or by anyone directly or indirectly employed by either of them. All policies shall include the City as an additional insured, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

Appendix A – Leases

Lessor	Commencement Date	Lease Ends	Term	Product Leased
John Deere Financial	9/28/2015	5/28/2019	44	2015 JD 250BGTC 2500B Riding Greens Mower-Gas
John Deere Financial	5/1/2016	5/1/2021	60	2015 JD 2020TC Progator 2020 (Gas)
PNC Equipment Finance LLC	3/27/2014	3/27/2019	60	2014 Sand Pro 5040 Bunker Machine with Lift Frame, Flex Blade, Tooth Rake
PNC Equipment Finance LLC	5/23/2017	5/23/2021	48	(2) Toro Greensmaster 3150-Q, (2) Toro Reelmaster 3575-D
TCF Equipment	3/20/2018	3/20/2022	49	(65) 2018 E-Z-Go TXT 48V Golf Cars
Wells Fargo	3/17/2017	2/17/2021	48	2016 Progressive Proflex 120B Contour Finish Mower
Wells Fargo	4/1/2016	4/1/2021	60	2016 Ventrac 4500Y Tractor

Appendix B: Financial Information:

Stonetree Golf Club information data:

- **Stonetree has an average loss of \$362,342 over the past 5 years.**

	2014	2015	2016	2017	2018
Expenses	\$1,454,890	\$ 1,392,792	\$ 1,445,600	\$ 1,456,792	\$ 1,432,622
Revenue	\$ 1,078,735	\$ 1,103,421	\$ 1,070,403	\$ 1,043,385	\$ 1,075,040
	\$ (376,155)	\$ (289,371)	\$ (375,197)	\$ (413,407)	\$ (357,582)

o

Stonetree averages 40,625 rounds played per year over the last 5 years.

	2014	2015	2016	2017	2018
Rounds Played	45,013	44,739	41,858	38,361	33,150

- **Stonetree averages 40 golf tournaments hosted per year over the past 5 years.**

	2014	2015	2016	2017	2018
Tournaments	36	38	40	41	43

Stonetree averages 243 annual golf memberships sold over the past 5 years

	2014	2015	2016	2017	2018
Regular	62	71	56	45	30
Senior	141	145	156	140	121
Junior	3	3	8	22	5
Total	206	219	220	207	156

- **Stonetree Golf Club Current Rates:**

- **Green Fees:**

- **Weekday**

Regular	\$22.00
Senior	\$16.00
Junior	\$13.00
Twilight	\$14.00

- **Weekend**

Regular	\$30.00
Junior	\$15.00
Twilight	\$20.00

- **Carts:**

- **18 Holes**

Full Cart	\$32.00
Half Cart	\$16.00

- **9 Holes**

Full Cart	\$22.00
Half Cart	\$11.00

- **Driving Range**

\$5.00/10.00

- **Trail Fee**

\$16.24

- **Rental Sets**

\$10.00

- **Membership Rates**

○ Regular Membership	\$800/year plus user fee
○ Senior Membership	\$600/year plus user fee
○ Additional Family Member	\$350/year
○ Junior Membership	\$400/year
○ User Fee	\$3 (weekdays) /\$7(weekends & holidays)
○ Private Shed Rental	\$900/year
○ Trail Fee	\$500

Completed Forms 1 – 5

Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ). **See Form 1.**

The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City , including affiliations and business and financial relationships such persons may have with City officers.

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the City including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them. **Any information provided by the City of Killeen is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.**

FORMS

Proposer shall complete all forms. Forms not completed may result in disqualification. If there is any doubt to the meaning of the forms, Proposer may submit an inquiry in accordance with the requirements set forth in this RFP.

- FORM 1 – Conflict of Interest Questionnaire (CIQ) – (page 34)
- FORM 2 – Statement of Organization – (page 36)
- FORM 3 – Proposer Certification and Addenda Acknowledgement – (page 37)
- FORM 4 – Certificate of Insurability – (page 38)
- FORM 5 – Non-Collusion – (page 39)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes

☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1);

or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

FORM 2
Statement of Organization

1. Proposer

Full Name of Business: _____

Principal Business Address: _____

Principal Phone Number: _____

Local Business Address: _____

Local Business Contact: _____

Local Business Phone: _____

Local Business Fax: _____

Local Business E-mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

Provide names of authorized representative(s) of the Proposer who has/have legal authority to bind the Proposer into contractual obligations:

(a) _____

(b) _____

(c) _____

2. Proposer(s)

List of all Proposers participating in this proposal

	Name	Address	Area of Responsibility
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

FORM 3
PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the Proposer certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such Proposer, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted. Proposer guarantees product offered will meet or exceed specifications identified in this RFP.

By signing this document, the Proposer hereby verifies that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes

Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

Proposer must initial next to each addendum received in order to verify receipt:

Addendum #1_____ Addendum #2_____ Addendum #3_____

Addendum #4_____ Addendum #5_____ Addendum #6_____

Proposer Must Fill in and Sign:

NAME OF PROPOSER/COMPANY: _____

REPRESENTATIVE's NAME: _____

REPRESENTATIVE's TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

FORM 4
CERTIFICATE OF INSURABILITY

Proposer hereby certifies that, as a Proposer to the City of Killeen for RFP 19-11, Proposer is fully aware of insurance requirements contained in the RFP. Furthermore, Proposer hereby assures the City of Killeen that Proposer is able to produce the insurance coverage required should Proposer be selected for award.

Signature of Proposer

Printed Name of Signee

Company Name

Date

**FORM
5
Non-
Collusion**

The undersigned verifies that he/she is duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, City Official or staff, and that the contents of this proposal as to prices, terms and conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Signature of Proposer

Printed Name of

Signee Title

Company Name

Street

Address City

State Zip

Phone

Email

Date

EXHIBIT B
BCG RESPONSE TO RFP



Response to
City of Killeen, Texas
RFP No. 19-11
Golf Course Management Services
Stonetree Golf Club

January 2019

Billy Casper Golf
12700 Sunrise Valley Drive, Suite 300
Reston, Virginia 20191
Telephone: 703.761.1444
Fax: 703.893.3504
www.billycaspergolf.com

Please contact: Mike Cutler
mcutler@billycaspergolf.com
(703) 891-3387

ORIGINAL

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BILLY
CASPER
GOLF

January 16, 2019

City of Killeen
Purchasing Division
ATTN: Lorianne Luciano, Director of Procurement
802 N. 2nd Street
Second Floor, RM 215
Killeen, TX 76541

RE: RFP Golf Course Management Services for Stonetree Golf Club

Thank you for the opportunity to submit the enclosed information in response to the above-referenced Request for Proposals. Billy Casper Golf, LLC possesses the necessary experience, skills and financial resources to operate the Stonetree Golf Club successfully. Our management experience, marketing capabilities, and demonstrated success in competitive golf markets, combined with our current relationships servicing more than 80 existing municipal golf course clients, uniquely qualifies BCG to provide management and operations services for the City of Killeen.

Having read the RFP in its entirety, we are familiar with the requirements, terms and conditions and understand them as stated. Please note, the stipulated staffing model will prohibit significant differentiation of potential golf partners and structures that provide appropriate incentive for the desired public private partnership. To this end, we have provided an alternative Pro forma outlining expected results if operated by the private sector without restrictions. We look forward to the opportunity to meet with you to discuss our proposal in greater length.

Sincerely,

Michael K. Cutler
Senior Vice President

EXECUTIVE SUMMARY

OVERVIEW

The City of Killeen's ("City") Stonetree Golf Club ("Stonetree") is in a position similar to other municipal facilities prior to Billy Casper Golf's ("BCG") involvement; searching for a proven partner in the evolution of the current amenity, improvement of the asset, and development of future services.

To this end, Stonetree's needs can *only* be addressed by an operator who has the skill set, operational systems, "best-in-breed" marketing platform and **culture** to successfully improve the performance and amenities for the benefit of all stakeholders. The firm must have a proven track record of acquiring new or "lost" golfers, increasing loyalty among existing golfers without cannibalizing revenues, and a strong hospitality mien throughout.

Stonetree has significant upside which is currently untapped, given the lackluster performance in revenue, rounds, and the individual profit centers. BCG will increase facility use by implementing creative marketing techniques, coupled with industry-leading service standards to improve the experience, grow top line revenues and bottom line results. This improvement is achieved through targeted increases in revenue via yield management, initial guest acquisition efforts, and operational changes to improve the overall guest experience.

Specifically, BCG offers the City the opportunity to partner with a firm that is dedicated to enhancing the experience and improving the financial performance of Stonetree, while structuring an agreement that mutually aligns the goals of both parties.

OUR VISION

Stonetree needs refocusing and re-energizing in the golf community. Current operations have not provided continual capital re-investment, a high-quality experience, or service levels and programs designed to benefit local golfers. The RFP serves to identify a management firm with the best operational strategy for ensuring the long-term viability of Stonetree.

Based on our evaluation, Stonetree is experiencing a recurring theme for many golf courses; ineffective marketing, non-existent programming and **reduced service** practices. BCG will provide expertise in four critical areas: (1) Intensify promotion to increase and acquire; (2) Energize and re-program golf to re-engage and reacquire; (3) Refocus the staff on creating "wow" moments; (4) Increase resources and provide proven, efficient expertise to maximize each dollar.

1. **Increase Golfer Usage** – Stonetree's primary goal is increasing usage and share of wallet. Greater golf utilization is a rising tide that positively impacts all revenue areas and profitability of the operation. BCG's success has been a result of its ability to increase actionable demand among area golfers.
2. **Energize, Re-Program Golf** – Many golf operators promote a family-oriented culture, however, the results of the programming are not often meeting the expectations of the golfers. BCG is adept at programming for many distinct golfer segments, as evidenced in the marketing plan.

EXECUTIVE SUMMARY

3. **Guest Centric Focus** – The staff's focus must be readjusted towards providing guest service as opposed to simply performing job tasks – a TASK vs PURPOSE re-orientation.
4. **Increase Resources, Recognize Efficiencies** – BCG provides an unmatched “boots-on-the-ground” entrepreneurial regional support structure, proven systems and platform to deliver savings while enriching the product, and the experience and expertise overseeing thirty course constructions and countless renovations.

MARKETING

BCG is the industry leader with respect to our pro-active approach to marketing each of our facilities. 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 “Project Methodology” within this proposal. BCG will be squarely focused on retaining the existing guest base and acquiring new golfers from the competition as well as growing within the local population, as described below:

- **Guest Acquisition:** Initially, a strong message about the change in management will be critical in driving rounds of golf. 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.
- **Guest Retention:** BCG will utilize our proprietary systems to track guests 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.
- **Guest Loyalty:** BCG will attain loyal guests through the delivery of a golf experience 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.

PROGRAMMING/PLAYER DEVELOPMENT

BCG is a proud leader in “Growth of the Game” initiatives, working to serve the recreational and learning needs of juniors, seniors, men, women, beginners, and families. As an active participant in “We Are Golf,” 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.



In addition to traditional forms of junior golf instruction (summer camps and clinics), BCG will leverage our success at similar facilities to implement the following programs at Stonetree:

EXECUTIVE SUMMARY

- **First Tee** – BCG serves as the “host” course for multiple First Tee programs throughout the country including: Tulsa, OK; Philadelphia, PA; Wilmington, DE; Prince William County, VA; Chicago Park District, IL; Wheeling, WV; Cincinnati, OH; and Euclid, OH. The First Tee of Greater Cincinnati had more than 300 participants at BCG-managed courses in 2018.
- **PGA Junior League** – This program provides junior golfers with “team” golf experiences in a fun two-person scramble format that encourages mentorship, builds confidence, and promotes sportsmanship. Forty-two thousand junior golfers participated on junior league teams in 2017, and teams from BCG-managed golf courses have qualified for the National tournament the past two years.



ATTENTION TO DETAIL

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 professional team ensures that each department **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.

COURSE CONDITIONS

BCG will hold operations at Stonetree to the highest standards with a particular focus on improving user-friendliness of the course, anything less would be inconsistent with the City’s vision to be the public golf course of choice. BCG has been “green” since our origin, incorporating best practices for our courses and our community. This mindset is further reinforced by our BCGreen™ Program. Additionally, over 70 of our golf courses have achieved Audubon Certification. BCG has proactively implemented an IPM Program at all of our golf courses – budgets are not unlimited and excessive chemical applications are unnecessary and wasteful. Our agronomic team has won numerous accolades and awards for agronomic and environmental stewardship.

COMMUNICATION

BCG’s philosophy in working with our partners is to **always ensure** clear, concise, and open dialogue beginning with the transition. Having performed numerous transitions, we have refined our approach to prevent oversight of critical details. Our experience has reinforced the need for collaboration and communication with all stakeholders (the City, concessionaires, local golfers, men and women clubs, organizations, etc.) **BCG welcomes the level of involvement desired by our clients** to provide necessary feedback, guidance, or direction to achieve our aligned financial and shared service goals.

EXECUTIVE SUMMARY

CULTURE

A culture shift will be the final piece in improving the viability and long-term sustainability of Stonetree. The following cultures will be instilled in order to successfully compete in the increasingly difficult daily fee golf market: guest oriented staff, pro-active marketing, revenue generating managers, and a sense of ownership by all. With strong oversight and management, we will achieve immediate results for the City, our business partner.

FINANCIAL PERFORMANCE AND AGREEMENT STRUCTURE

After listening to the City Staff's vision for Stonetree, BCG believes a management agreement will best align goals of both parties. Under this structure, BCG would be paid a monthly fee to provide turn-key management of Stonetree. All revenues, expenses, and capital needs would remain the responsibility of the City.

BCG provides two potential staffing models as part of this proposal. The first model assumes the twelve (12) Full-Time employees mentioned during the pre-proposal conference are retained at their current pay-rates as Full-Time Benefit Eligible Employees.

YEAR	TOTAL ROUNDS OF GOLF		38,361	33,150	39,000	40,110	41,016	41,797	42,195	204,118
			2017	2018	1	2	3	4	5	Year 1-5
					2019	2020	2021	2022	2023	TOTAL
TOTAL REVENUE	\$		1,142,904	1,039,574	\$ 1,360,887	\$ 1,407,284	\$ 1,451,009	\$ 1,489,085	\$ 1,516,114	\$ 7,224,379
TOTAL COST OF SALES	\$		130,625	121,035	\$ 184,680	\$ 191,836	\$ 198,133	\$ 203,921	\$ 207,921	\$ 986,491
TOTAL LABOR	\$		856,089	639,580	\$ 667,846	\$ 674,525	\$ 681,270	\$ 688,083	\$ 694,964	\$ 3,406,687
TOTAL OTHER OPERATIONAL EXPENSES	\$		470,079	422,302	\$ 610,138	\$ 615,109	\$ 620,131	\$ 625,202	\$ 630,324	\$ 3,100,904
TOTAL EXPENSES	\$		1,326,167	1,061,881	\$ 1,277,984	\$ 1,289,634	\$ 1,301,401	\$ 1,313,285	\$ 1,325,287	\$ 6,507,591
OPERATING INCOME	\$		(313,888)	(143,342)	\$ (101,777)	\$ (74,186)	\$ (48,524)	\$ (28,121)	\$ (17,094)	\$ (269,703)

The second staffing model assumes BCG reduces Full-Time positions in favor of Part-Time positions and operates Stonetree with six (6) Full-Time Benefit Eligible Employees. This staffing model provides significantly improved financial performance for the City.

YEAR	TOTAL ROUNDS OF GOLF		38,361	33,150	39,000	40,110	41,016	41,797	42,195	204,118
			2017	2018	1	2	3	4	5	Year 1-5
					2019	2020	2021	2022	2023	TOTAL
TOTAL REVENUE	\$		1,142,904	1,039,574	\$ 1,360,887	\$ 1,407,284	\$ 1,451,009	\$ 1,489,085	\$ 1,516,114	\$ 7,224,379
TOTAL COST OF SALES	\$		130,625	121,035	\$ 184,680	\$ 191,836	\$ 198,133	\$ 203,921	\$ 207,921	\$ 986,491
TOTAL LABOR	\$		856,089	639,580	\$ 587,904	\$ 593,783	\$ 599,721	\$ 605,718	\$ 611,775	\$ 2,998,902
TOTAL OTHER OPERATIONAL EXPENSES	\$		470,079	422,302	\$ 610,138	\$ 615,109	\$ 620,131	\$ 625,202	\$ 630,324	\$ 3,100,904
TOTAL EXPENSES	\$		1,326,167	1,061,881	\$ 1,198,042	\$ 1,208,893	\$ 1,219,852	\$ 1,230,920	\$ 1,242,099	\$ 6,099,806
OPERATING INCOME	\$		(313,888)	(143,342)	\$ (21,835)	\$ 6,556	\$ 33,025	\$ 54,244	\$ 66,094	\$ 138,083

Both models assume BCG is providing full-service management of Stonetree to include golf operations, maintenance, and food & beverage. BCG projects substantial rounds and revenue growth due to the implementation of our marketing platform and player development programs. BCG's management fee of \$90,000 per year is included as an operational expense in both financial models. Lastly, to further align the goals of BCG and the City, BCG will refund up to three months management fees if the agreed upon financial goals for Stonetree are not achieved.

EXECUTIVE SUMMARY

SUMMARY

BCG has evolved into the best and one of the most successful golf management companies singularly focused on “best in breed” operations. We tailor our plans to meet the needs of our client, develop marketing concepts and operational strategies that maintain market position, and improve the bottom-line of the facility.

Our regional team will work with Stonetree employees to significantly improve the overall guest experience. Additionally, the BCG marketing platform will use innovative technologies to drive rounds and revenue to the course. However, the total financial improvement will hinge on the City’s willingness to allow adjustment to the current staffing model. Flexibility in staffing will also impact the structure of a management agreement, and the amount of “risk” the City is able to transfer to a management firm.

We are confident in our ability to provide first-class operations at Stonetree, and committed to crafting a win-win management structure that mutually aligns the interests of BCG and the City. BCG has grown organically, building a better “mousetrap” via proprietary software, programs, and initiatives created and refined by golf course owners for golf course owners. Our “smart growth” benefits from the hands-on customized approach taken in the operation of all facilities that fly the BCG flag, i.e. “one size does not fit all.”, and we will do so for the City of Killeen.

QUALIFICATIONS AND EXPERIENCE

COMPANY OVERVIEW

Billy Casper Golf, LLC ("BCG") was founded in 1989 by Peter M. Hill and Robert C. Morris in cooperation with the late 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 Jersey, and Ohio.

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 owners of public and private golf courses nationwide.

BCG has evolved into the best and one of the most successful golf course operators in the country; we also happen to be one of the largest. We have achieved this growth and capabilities organically, without the assistance of external institutional ownership or financial influence. Our focus - continued pursuit of "being the best operators in the golf business" has never wavered.

Our Managers undergo some of the most comprehensive training available in the industry, anchored by a focus on outstanding guest service. It starts with our renowned ACE the GUEST Experience™ Training Program (for all employees) and is supported by nearly 50 learning paths in our certified BCG University online program. The result - our Golf Operations teams are some of the most experienced in the business. Diligent oversight by our regional teams ensures accountability and results.



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:

- "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.
- Wounded Warrior Project Talkhouse Award for Community Services, 2015

QUALIFICATIONS AND EXPERIENCE

DEFINING QUALITIES – WHY BCG?

The qualifications and credentials we offer to the operation of Stonetree are summarized below:

- BCG has been successfully operating golf course facilities for 30 years, with a distinct reputation for providing superior quality in all facets of golf course operations. We currently operate more than 80 municipal golf facilities throughout the US.
- BCG implements the best and most effective marketing, promotional and public relations programs in the nation for public access golf courses. The services of **Buffalo.Agency** (“Buffalo”), the golf lifestyle **public relations division of BCG**, are provided to all BCG operated facilities. Buffalo is recognized for its ability to increase brand recognition and demand among targeted guests.
- BCG has successfully motivated and transitioned existing staff members at many similar facilities through our professional guest service training program, ACE the GUEST Experience™. The program teaches all staff members the importance of guest service by training them to be warm and welcoming and to anticipate the needs of each guest. BCG would work diligently to retain as many of the existing staff as possible and to train them to consistently deliver an outstanding golf experience to the Killeen community.
- BCG utilizes the latest technology and generally accepted accounting principles to provide the clients of our managed courses full operations accountability through standard golf industry financial statements and reports.
- BCG recognizes that not all decisions are driven by the bottom line, and we have vast experience working with diverse groups of stakeholders to make decisions which work to achieve balance and maximize community satisfaction.
- BCG’s F&B operations are supported by our National Director of Food and Beverage as well as our National Sales Director. Our F&B teams consistently increase banquet and event business, while providing an outstanding daily service to golf course guests.
- BCG has a very long track record of improving efficiencies, course conditions, and the guest experience. We recognize that each municipal facility under our stewardship is a source of civic pride, integral part of the community, and direct representation of all involved.
- BCG is privately held and controlled by the **company’s founders** who are **actively involved** in the oversight and relationships, attendant to each facility, and **review financial performance** and business strategies on a weekly basis.
- Most importantly – BCG doesn’t wait to hear from our clients or their constituents. Our systems allow us to proactively monitor and hear guest feedback in real-time. Our clients are availed to this information.

QUALIFICATIONS AND EXPERIENCE

COMPANY INFORMATION

Name of Party: Billy Casper Golf, LLC
Address: 12700 Sunrise Valley Drive, Suite 300
Reston Virginia 20191
Federal Tax ID: 86-1092316
Shareholders: Peter M. Hill, Vienna, VA – 50%
Robert C. Morris, Great Falls, VA – 50%

Billy Casper Golf is a Limited Liability Corporation (LLC) with 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.

FINANCIAL CAPABILITY

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 \$33 million and its working capital exceeds \$11 million.

As a privately held company, BCG is very cautious in providing our financial statements. BCG will provide the City with supplemental financial information and financial statements, if needed, at a later stage in the selection process. BCG has never filed for bankruptcy.

BCG provides the following reference 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

QUALIFICATIONS AND EXPERIENCE

BCG'S FACILITIES

BCG manages more than 150 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. More information about any of our courses is available upon request. For more information please see www.billycaspergolf.com.

BCG MUNICIPAL GOLF COURSES

- **Anne Arundel County, MD**
 - Compass Pointe Golf Courses, Pasadena, MD (public, 36)
 - Eisenhower Golf Course, Crownsville, MD (public)
- Alhambra Golf Course, Alhambra, CA (public)
- Antelope Hills Golf Club, Prescott, AZ (public, 36)
- Bradford Creek Golf Course, Greenville, NC (public)
- Briardale Greens Golf Course, Euclid, OH (public)
- Broken Tee GC, Englewood, CO (public)
- Centennial Park Golf Course, Munster, IN (public, 9)
- **Chicago Park District of Cook County**
 - Columbus Park Golf Course, Chicago, IL (public, 9)
 - Diversey Driving Range, Chicago, IL (public, practice, 9)
 - Jackson Park Golf Course, Chicago, IL (public)
 - Marquette Park Golf Course, Chicago, IL (public, 9)
 - Robert Black Golf Course, Chicago, IL (public, 9)
 - South Shore Golf Course, Chicago, IL (public, 9)
 - Sydney Marovitz Golf Course Chicago, IL (public, 9)
- **Cincinnati Recreation Commission**
 - Avon Fields Golf Course, Cincinnati, OH (public)
 - California Golf Course, Cincinnati, OH (public)
 - Glenview Golf Course, Cincinnati, OH (public, 27)
 - Neumann Golf Course, Cincinnati, OH (public, 27)
 - Reeves Golf Course, Cincinnati, OH (public, 27)
 - Woodland Golf Course, Cincinnati, OH (public, 9)
- **City of Duluth, Minnesota**
 - Enger Park Golf Course, Duluth, MN (public, 27)
 - Lester Park Golf Course, Duluth, MN (public, 27)
- **City of Jacksonville, FL**
 - Bent Creek Golf Course, Jacksonville, FL (public)
 - Brentwood Golf Course, Jacksonville, FL (public, 9)
- **City of Knoxville, TN**
 - Knoxville Golf Course, Knoxville, TN (public)
 - Whittle Springs Golf Course, Knoxville, TN (public)

QUALIFICATIONS AND EXPERIENCE

- **City of Philadelphia, PA**
 - City Line Sports Center, Philadelphia, PA (public)
 - Cobbs Creek Olde/Karakung Golf Course, Philadelphia, PA (public, 36)
 - F.D.R. Golf Club, Philadelphia, PA (public)
 - John F. Byrne Golf Club, Philadelphia, PA (public)
- **City of Troy**
 - Sanctuary Lake Golf Course, Troy, MI (public)
 - Sylvan Glen Golf Course, Troy MI (public)
- **City of Tulsa, Oklahoma**
 - Mohawk Park Golf Course, Tulsa, OK (public, 36)
 - Page Belcher Golf Course, Tulsa, OK (public, 36)
- **City of Wilmington, DE**
 - Porky Oliver Golf Course, Wilmington, DE (public)
 - Rock Manor Golf Course, Wilmington, DE (public)
- Colony West Country Club, Tamarac, FL (public, 36)
- Crawfordsville Municipal Golf Course, Crawfordsville, IN (public)
- Currie Municipal Golf Course, Midland, MI (public, 36)
- Dauphin Highlands Golf Club, Harrisburg, PA (public)
- Delcastle Golf Club, Wilmington, DE (public)
- Dubsdread Golf Course, Orlando, FL (public)
- Dunedin Stirling Links, Dunedin, FL (public)
- East Hartford Golf Club, East Hartford, CT (public)
- Falmouth Country Club, East Falmouth, MA (public, 27)
- Fellows Creek Golf Club, Canton, MI (public, 27)
- Fernandina Beach Golf Club, Fernandina Beach, FL (public, 27)
- **Forest Preserve District of Cook County**
 - Billy Caldwell Golf Course, Chicago, IL (public, 9)
 - Burnham Woods Golf Course, Burnham, IL (public)
 - Chick Evans Golf Course, Morton Grove, IL (public)
 - Edgebrook Golf Course, Chicago, IL (public)
 - George W. Dunne National Golf Course, Oak Forest, IL (public)
 - Harry Semrow Driving Range, Des Plaines, IL (public, practice)
 - Highland Woods Golf Course, Hoffman Estates, IL (public)
 - Indian Boundary Golf Course, Chicago, IL (public)
 - Joe Louis "The Champ" Golf Course, Riverdale, IL (public)
 - Meadowlark Golf Course, Hinsdale, IL (public, 9)
 - River Oaks Golf Course, Calumet City, IL (public)
- Giant's Ridge Resort, Biwabik, MN (public, 36)
- High Bridge Hills Golf Course, Borough of High Bridge, NJ (public)

QUALIFICATIONS AND EXPERIENCE

- **Middle Sex County Improvement Authority**
 - Meadows at Middlesex GC, Plainsboro Township, NJ (public)
 - Tamarack GC, East Brunswick, NJ (public)
 - Raritan Landing GC, Piscataway Township, NJ (public)
- **Morris County Park Commission**
 - Berkshire Valley Golf Course, Oak Ridge, NJ (public)
 - Flanders Valley Golf Course, Flanders, NJ (public, 36)
 - Pinch Brook Golf Course, Florham Park, NJ (public)
 - Sunset Valley Golf Course, Pompton Plains, NJ (public)
- Ocala Golf Club, Ocala, FL (public)
- Oglebay Resort, Wheeling, WV (public, 63)
- Orchard Valley Golf Course, Aurora, IL (public)
- Palm Harbor Golf Club, Palm City, FL (public, maintenance only)
- **Prince William County, VA**
 - Forest Greens Golf Club, Triangle, VA (public)
 - General's Ridge Golf Course, Manassas, VA (public)
 - Prince William Golf Course, Nokesville, VA (public)
 - Lake Ridge Golf Course, Woodbridge, VA (public, 9)
- Raintree Golf Course, Green, OH (public)
- Rob Roy Golf Course, Prospect Heights, IL (public, 9)
- Stonebridge Golf Club, City of Rome, GA (public)
- Sun N Lake Golf Club, Sebring, FL, (public, 36)
- The Claw at USF, Tampa, FL (public)
- Tri-Mountain Golf Course, Ridgefield (Clark County), WA (public)
- University Park Golf Club, University Park, IL (public)
- Wallkill Golf Course, Wallkill, NY (public)
- Water's Edge Golf Course, Worth, IL (public)
- White Deer Golf Complex, Williamsport, PA (public, 45)
- Willowbrook Golf Course, Winter Haven, FL, (public)
- Wintonbury Hills Golf Course, Town of Bloomfield, CT (public)

BCG TERMINATED MUNICIPAL CONTRACTS (PAST 5 YEARS)

BCG provides the following list of contracts that ended within the past five years, prior to the contract expiration date:

FACILITY NAME	STATE	TYPE	CONTRACT	START DATE	END DATE	REASON
Black Mountain GC	NC	M	Management	2011	2014	Mutual Separation
Panorama Village GC	TX	M	Management	2005	2016	Mutual Separation
CC of Woodbridge	CT	M	Management	2012	2017	Course Closed
RedGate GC	MD	M	Lease	2012	2018	Mutual Separation
Lake Bluff GC	IL	M	Management	2016	2018	Mutual Separation
Centennial GC	TN	M	Management	1997	2018	Mutual Separation

QUALIFICATIONS AND EXPERIENCE

BCG LEGAL HISTORY

BCG offers to following information in regards to litigation within the past 10 years.

- **Stump v. Billy Casper Golf**
Premises Liability claim brought against BCG. Plaintiff claiming damages resulting from fall caused by not seeing step.
Filed 8/12/2009 – Concluded via Settlement 5/2011. Pennsylvania
- **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. Ohio
- **Fitzgerald v. Billy Casper Golf**
Personal Injury claim brought against BCG. Plaintiff claiming damages from fall.
Filed 6/29/2010 - Concluded 2012. Illinois
- **Hanisko v. Billy Casper Golf**
Premises Liability claim brought against BCG. Plaintiff is former employee alleging injury from fall on premises while living on property.
Filed 2/11/2011 - Not concluded. Mercer County, NJ
- **BCG v. Kennsington Golf Club, LLC**
Breach of contract claim brought by BCG. BCG filed suit for breach of contract/unpaid debt.
Filed 3/2011- Settlement Pending. Ohio
- **Misty Creek Country Club v. Billy Casper Golf**
Breach of Contract claim brought against BCG.
Filed 7/2012 – Concluded 4/2014. Florida
- **BCG v. Baistar Mechanical**
Breach of Contract claim brought by BCG.
Filed 2013. Virginia – Circuit Court ruled in favor of BCG. Baistar filed Appeal. Appeal Pending. Virginia Supreme Court ruled in favor of BCG. August 2016.
- **BCG v. Dansam Development, Inc.**
Breach of Contract claim brought by BCG
Filed 2016. Maryland

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

QUALIFICATIONS AND EXPERIENCE

REFERENCES / COMPARABLE EXPERIENCE

ANTELOPE HILLS GOLF COURSE

JOE BAYNES, PARKS & RECREATION DIRECTOR

CITY OF PRESCOTT

125 North Arizona Avenue

Prescott, AZ 86301

Telephone: (928) 777-1599

Email: joe.baynes@prescott-az.gov

Website: www.antelopehillsgolf.org

Client Since: 2014



Service: Golf and F&B Management

Courses: Antelope Hills Golf Course

Overview: BCG has managed Antelope Hills Golf Course for the City of Prescott since 2014. After several years of unsuccessful concession arrangements and declining revenues, the City selected BCG to operate the facility.

Both BCG and the City view the initial years of management as a huge success, with BCG delivering more than what was expected. Both rounds played and revenue received has increased significantly, and BCG has provided nearly a three hundred thousand dollar revenue improvement to the bottom-line for the City.

BCG's on-site management team, working closely with regional operations, marketing, and agronomic personnel, have enhanced the customer experience, improved guest services, implemented loyalty programs, and right-sized spending – all while offering consistently fun and enjoyable experiences.

 BILLY CASPER GOLF  Antelope Hills GOLF COURSES		
CATEGORY	ACCOUNT	AMOUNT
Revenue	Green Fees	\$ 1,170,186
	Season Passes	\$ 115,874
	Carts	\$ 511,967
	Merchandise	\$ 118,577
	Food and Beverage	\$ 923,858
	Lessons	\$ -
	Other	\$ 146,594
	Total Revenue	\$ 2,987,056
Administration	Labor	\$ 88,670
	Advertising and Marketing	\$ 17,433
	Other	\$ 186,040
	Total Administrative Costs	\$ 292,143
Golf Shop	Labor	\$ 294,430
	Cart Expenses	\$ -
	Merchandise	\$ 87,323
	Other Expenses	\$ 50,265
	Total Golf Shop Expenses	\$ 432,018
Maintenance	Labor	N/A
	Materials and Supplies	N/A
	Utilities (Electric and Water)	N/A
	Equipment Leases	N/A
	Total Maintenance Costs	\$ -
Food and Beverage	Labor	\$ 407,625
	Expenses	\$ 69,795
	Costs of Goods Sold	\$ 387,409
	Total Food and Beverage Expenses	\$ 864,829
	Total Expenses	\$ 1,588,990
EBITDA		\$ 1,398,066
Other	Management Fees	\$ 110,356
	Interest	\$ -
	Depreciation	\$ -
	Miscellaneous Expenses	\$ -
	Total Other Expenses	\$ 110,356
Net Income		\$ 1,287,710

"Through their (BCG) marketing efforts and improved course maintenance program, the number of rounds played at city courses has increased by over 4,000 rounds... the city golf course revenues are covering the courses' operating cost for the first time in many years."

QUALIFICATIONS AND EXPERIENCE

DUBSDREAD GOLF COURSE

Ms. REBECCA SUTTON, CFO

CITY OF ORLANDO

Orlando City Hall

400 S. Orange Avenue, 4th Floor

PO Box 4990

Orlando, FL 32802

Telephone: (407) 246-2341

Email: rebecca.sutton@cityoforlando.net

Website: www.historicaldubsdread.com

Client Since: 2014

Service: Full Management (no F&B)

Course: Dubsdread Golf Course

Overview: Dubsdread Golf Course sits on the Northeast side of the Orlando Market. The facility offers golfers a well maintained 18-hole golf experience, fully-stocked golf shop, full practice facility, bar and grill, on-course beverage service.

BCG assumed management from Kitson & Partners in 2013. Under Kitson's oversight, Dubsdread had been renovated years earlier but had stagnated in the market, failing to grow rounds or revenues. The BCG team immediately recognized opportunities for increased utilization in a very competitive golf market. BCG's core focus was to increase activities and participation, including rounds and revenue, and programming for the entire family.

Our ACE the GUEST Experience™ guest service training program showed golfers right away that a new management team was in place.

BCG's on-site management team, working closely with regional operations, marketing, and agronomic personnel, have enhanced course conditions, improved guest services, and right-sized spending – all while offering consistently- solid playing conditions along with fun and enjoyable experiences.

Both BCG and the City view the initial management as a huge success, as **BCG and the City entered into a long-term agreement in 2016.**

 BILLY CASPER GOLF  DUBSDREAD <small>Orlando's Golf Course Since 1924</small>		
CATEGORY	ACCOUNT	AMOUNT
Revenue	Green Fees	\$ 773,903
	Season Passes	\$ 122,004
	Carts	\$ 341,713
	Merchandise	\$ 166,592
	Food and Beverage	\$ 213,092
	Lessons	\$ 119,751
	Other	\$ 242,211
	Total Revenue	\$ 1,979,266
Administration	Labor	\$ 272,947
	Advertising and Marketing	\$ 20,078
	Other	\$ 162,920
	Total Administrative Costs	\$ 455,945
Golf Shop	Labor	\$ 347,033
	Cart Expenses	\$ 64,299
	Merchandise	\$ 113,206
	Other Expenses	\$ 86,270
	Total Golf Shop Expenses	\$ 610,808
Maintenance	Labor	\$ 362,972
	Materials and Supplies	\$ 245,399
	Utilities (Electric and Water)	\$ 34,025
	Equipment Leases	\$ 12,311
	Total Maintenance Costs	\$ 654,707
Food and Beverage	Labor	\$ 18,587
	Expenses	\$ 10,851
	Costs of Goods Sold	\$ 81,755
	Total Food and Beverage Expenses	\$ 111,193
Total Expenses		\$ 1,832,654
EBITDA		\$ 146,612
Other	Management Fees	\$ 87,000
	Interest	\$ -
	Depreciation	\$ 1,840
	Miscellaneous Expenses	\$ -
	Total Other Expenses	\$ 88,840
Net Income		\$ 57,772

QUALIFICATIONS AND EXPERIENCE

DAUPHIN HIGHLANDS GOLF COURSE

CYNTHIA L. BORATKO, EXECUTIVE DIRECTOR
DAUPHIN COUNTY GENERAL AUTHORITY

530 South Harrisburg Street
Harrisburg, PA 17113

Telephone: 717-985-1627-(office)

Email: cboratko@dcca530.org

Website: www.golddauphinhighlands.com

Client Since: 2013

Service: Full Service Management

Course: Dauphin Highlands Golf Course

Dauphin Highlands Golf Course sits in the peripheral of the Harrisburg market. The facility offers golfers a stunning, well maintained 18-hole golf experience, fully-stocked golf shop, full practice facility, bar and grill, on-course beverage service and halfway house.



BCG assumed management from the Dauphin County General Authority in 2012. Under the Authority's oversight, Dauphin Highlands had been breaking even, but was failing to grow rounds or revenues.

BCG's core focus was to increase activities and participation, including rounds and revenue, and programming for the entire family. BCG placed its highest value on stellar guest service and aggressive programming to increase utilization.

Other top priorities included:

- Recapturing local golf community
- Revitalizing the restaurant with new menus
- Developing new player programs and events
- Marketing and advertising the facility for outings

It didn't take long for the BCG management group to show results at Dauphin Highlands. In less than one year, the facility experienced a **20% increase in golf revenue and In Year 3, Dauphin Highlands achieved golf revenues and rounds last experienced in 2000.**

 BILLY CASPER GOLF 		
CATEGORY	ACCOUNT	AMOUNT
Revenue	Green Fees	\$ 842,304
	Season Passes	\$ 81,693
	Carts	\$ 270,721
	Merchandise	\$ 137,840
	Food and Beverage	\$ 313,012
	Lessons	\$ 1,684
	Other	\$ 72,084
	Total Revenue	\$ 1,719,338
Administration	Labor	\$ -
	Advertising and Marketing	\$ 16,532
	Other	\$ 166,102
	Total Administrative Costs	\$ 182,634
Golf Shop	Labor	\$ 216,676
	Cart Expenses	\$ 46,777
	Merchandise	\$ 99,213
	Other Expenses	\$ 13,751
	Total Golf Shop Expenses	\$ 376,417
Maintenance	Labor	\$ 280,629
	Materials and Supplies	\$ 213,964
	Utilities (Electric and Water)	\$ 6,368
	Equipment Leases	\$ 8,608
	Total Maintenance Costs	\$ 509,569
Food and Beverage	Labor	\$ 71,376
	Expenses	\$ 22,082
	Costs of Goods Sold	\$ 99,196
	Total Food and Beverage Expenses	\$ 192,654
Total Expenses		\$ 1,261,274
EBITDA		\$ 458,064
Other	Management Fees	\$ 90,852
	Interest	\$ -
	Depreciation	\$ -
	Miscellaneous Expenses	\$ -
	Total Other Expenses	\$ 90,852
Net Income		\$ 367,212

QUALIFICATIONS AND EXPERIENCE

STAFFING AND PERSONNEL

MANAGEMENT PERSONNEL

BCG'S regional team is led by senior managers:

- **Senior Vice President, Operations, Tony Cianci**
- **Regional Director of Operations, Ron Wonderling**
- **Vice President of Agronomy, Mike Stevens**
- **Regional Director of Marketing, David Evangelista**

This highly qualified team will serve as BCG's primary personnel to oversee the management and operation of Stonetree. Oversight of all operations will be provided by Senior Vice President, Tony Cianci. BCG will work closely and report as needed to the City, ensuring that the anticipated needs and goals of the City regarding Stonetree are being met.

Mr. Cianci directly supervises multiple municipal portfolios, and is a 20+ year veteran of the golf course management industry. Mr. Cianci directs the firm's oversight of managed golf facilities in the West, Southwest, and Southeast regions, with overall responsibility for the performance of the facilities in those regions. He and his team of regional managers lead BCG's facilities' annual planning process, staffing plans, daily operations, and client reporting. He is a member of the PGA of America and a graduate of Maryland University.



Mr. Wonderling joined Billy Casper Golf in 2013 through the merger of BCG and Kitson & Partners ("K&P"), where he had spent the last 12 years managing K&P Clubs in FL, CA, AZ, and TX. He currently carries the title of Regional Director of Operations for the Southeast and Southwest regions, providing local support and oversight to these regional facilities. This includes oversight of staff and key personnel, implementation of marketing strategies and initiatives, directing the facilities' conditioning and agronomic strategies, budgeting, record keeping, personnel management, purchasing, and maintenance of all related equipment.



Mr. Stevens is a certified Class A GCSAA superintendent. Mr. Stevens supports the operations of BCG facilities throughout the Southwest, Southeast and Ohio Valley. Mr. Stevens has 15+ years' experience in golf course maintenance. Mr. Stevens is a graduate from the Golf Course Operations program at Lake City Community College in Florida. He will work to insure that the agronomic goals of the City are met or exceeded.



Mr. Evangelista manages the implementation of marketing plans and activities for BCG's managed golf facilities in the Southeastern and Southwestern U.S., including advertising, direct marketing, promotions, and sales. Prior to BCG he worked for Celebration Golf Management as Senior General Manager, as well as Kitson & Partners Club Services prior. He has over 15 years of experience in the Golf Industry.



QUALIFICATIONS AND EXPERIENCE

CORPORATE SUPPORT

BCG's corporate personnel provide management services, including personnel management; oversight of all golf, agronomic, retail and F&B operations; accounting and financial statement preparation; and development and implementation of marketing, sales, and promotional activities.

Joe Livingood, Executive Vice President, Operations, Reston, VA

Mr. Livingood currently oversees the Operations of the BCG portfolio throughout the United States. He and his team lead BCG facilities' annual planning process, staffing plans, daily operations, and client reporting. In addition, Joe has oversight of the Human Resources and IT Departments. A veteran of the golf course management industry, Mr. Livingood is a graduate of James Madison University.



Emily Clark, Senior Vice President, Sales & Marketing, Reston, VA

Ms. Clark develops and implements marketing and sales programs for BCG's golf facilities Nationwide. Prior to BCG, she was a senior sales and marketing consultant in the pharmaceutical industry. She is a graduate of the University of Virginia and holds a master's degree from West Virginia University.



Tom Reilly, SPHR, Vice President, Human Resources

Mr. Reilly directs all corporate and course human resource matters, including staffing, benefits, employee relations and employment law. Mr. Reilly is a graduate of Virginia Polytechnic University and is a Certified Professional in Human Resources (SPHR).



Anthony Scala, CPA, Chief Financial Officer

Mr. Scala oversees the Accounting, Accounts Receivable and Accounts Payable Departments at BCG. Anthony ensures all accounting activities are handled properly for all BCG-managed facilities. Mr. Scala is a graduate of King's College and is a Certified Public Accountant.



Adam Kempton, Marketing Analytics & Yield Management, Reston, VA

Mr. Kempton directs portfolio-wide pricing methodology, customer insights, and performance analysis and reporting. He is responsible for the development of revenue management strategy and implementation of approaches for all courses. Mr. Kempton received his bachelor's degree from John Carroll University and master's degree from Duke University.



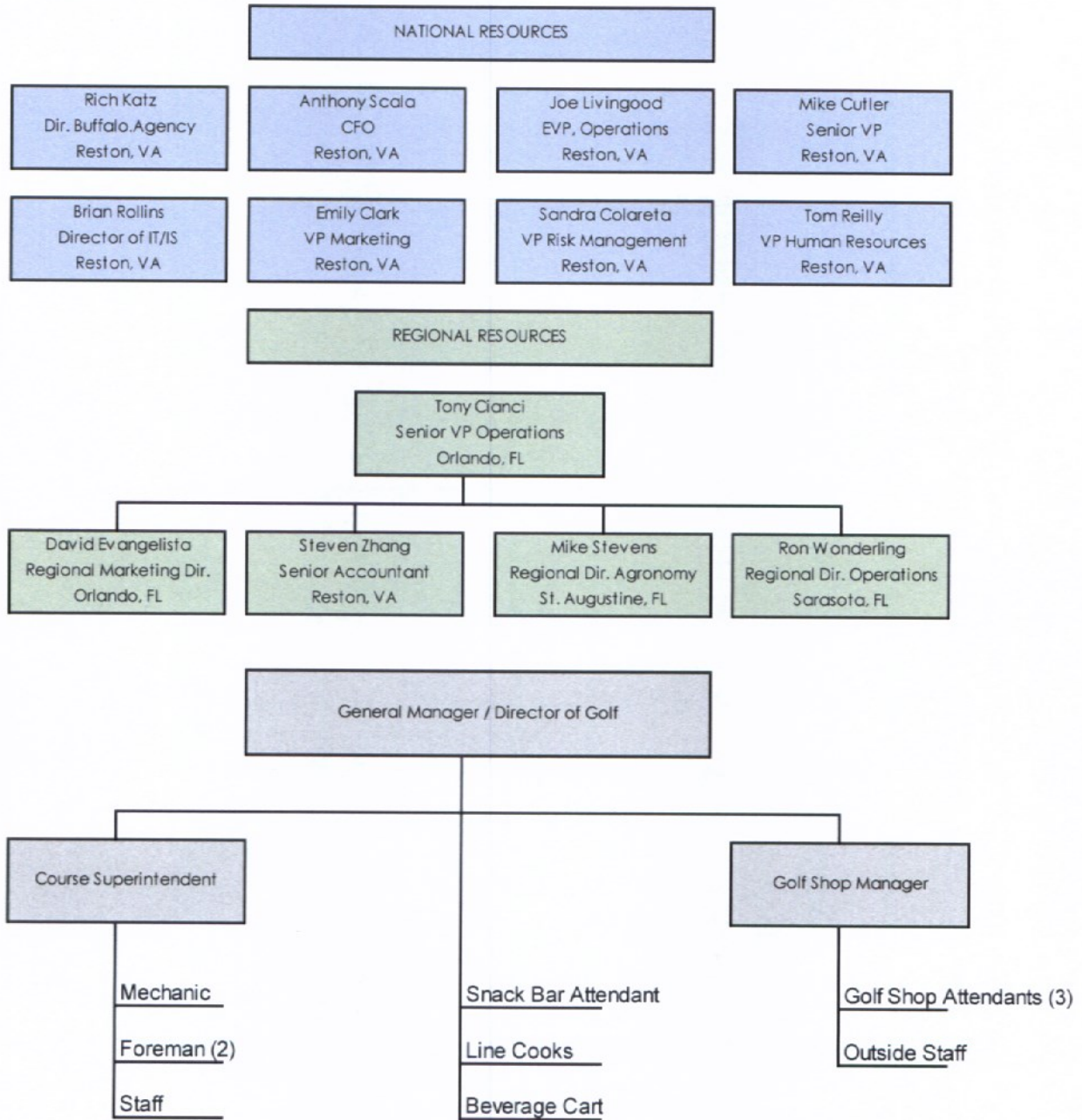
Tracy E. Hanford, Senior Director of Marketing, Reston, VA

Ms. Hanford oversees campaign level execution for all 150 courses, with the help of the Marketing Associate team. In this role, Ms. Hanford is the primary liaison to BCG's innovative design, database-marketing and segmentation teams. A graduate of Rand Afrikaans University in South Africa, she holds a Bachelor's Degree in Marketing, Honors in Strategic Management and more than a decade of highly impactful global marketing experience.



QUALIFICATIONS AND EXPERIENCE

ORGANIZATIONAL CHART



QUALIFICATIONS AND EXPERIENCE

ONSITE STAFFING PLAN (OPTION A)

BCG will staff Stonetree by offering the Full-time positions outlined during the Pre-Proposal meeting. The Regional Manager will work closely with BCG's Recruiting team, to recruit, hire, train, and evaluate individuals for all positions.

Golf Operations Staffing

Position	Number	Full Time / Part Time	Schedule
DOG/General Manager	1	FT	Tu-Sa, plus Sunday Mornings
Golf Shop Manager	1	FT	5 Days, 45 Hours per Week
Golf Shop Attendants	3	FT	7 Days Coverage
Starters/Rangers	12	PT	Play Dependent - 7 days Coverage
Cart Attendent/Range	12	PT	7 Days Coverage

Maintenance Staffing

Position	Number	Full Time / Part Time	Schedule
Golf Course Superintendent	1	FT	M-F, plus Weekend Mornings rotated with Foreman
Foreman / Irrigation Technician	2	FT	5 Days, 40 Hours per Week
Mechanic	1	FT	5 Days, 40 Hours per Week
Course Workers	3	FT	5 Days, 40 Hours per Week
Course Workers	2	PT/Seasonal	5 Days, 20 Hours per Week

F&B Staffing

Position	Number	Full Time / Part Time	Schedule
Line Cooks	5	PT	Tu-F, plus Weekend Mornings
Snack Bar Attendants	5	PT	7 Days Coverage
Beverage Cart	3	PT	Play Dependent

Total Full-Time Benefit Eligible Employees = 12

HOURS OF OPERATIONS

- **Golf Shop:** Daylight until dark, 7 days per week. Staff will be on-site at least 30 minutes prior to the first tee time on weekdays, and 45 minutes prior on weekends.
- **F&B:** Similar hours as golf shop for snack bar.

QUALIFICATIONS AND EXPERIENCE

ONSITE STAFFING PLAN (OPTION B)

BCG will staff Stonetree by replacing several Full-Time positions with Part-Time labor. This proposed staffing model provides the greatest economic benefit to the City of Killeen. The Regional Manager will work closely with BCG's Recruiting team, to recruit, hire, train, and evaluate individuals for all positions.

Golf Operations Staffing

Position	Number	Full Time / Part Time	Schedule
DOG/General Manager	1	FT	Tu-Sa, plus Sunday Mornings
Golf Shop Manager	1	FT	5 Days, 45 Hours per Week
Golf Shop Attendants	3	PT	7 Days Coverage
Starters/Rangers	12	PT	Play Dependent - 7 days Coverage
Cart Attendant/Range	12	PT	7 Days Coverage

Maintenance Staffing

Position	Number	Full Time / Part Time	Schedule
Golf Course Superintendent	1	FT	M-F, plus Weekend Mornings rotated with Foreman
Foreman / Irrigation Technician	2	FT	5 Days, 40 Hours per Week
Mechanic	1	FT	5 Days, 40 Hours per Week
Course Workers	6	PT/Seasonal	5 Days, 20 Hours per Week

F&B Staffing

Position	Number	Full Time / Part Time	Schedule
Line Cooks	5	PT	Tu-F, plus Weekend Mornings
Snack Bar Attendants	5	PT	7 Days Coverage
Beverage Cart	3	PT	Play Dependent

Total Full-Time Benefit Eligible Employees = 6

HOURS OF OPERATIONS

- **Golf Shop:** Daylight until dark, 7 days per week. Staff will be on-site at least 30 minutes prior to the first tee time on weekdays, and 45 minutes prior on weekends.
- **F&B:** Similar hours as golf shop for snack bar.

QUALIFICATIONS AND EXPERIENCE

SAFETY & RISK MANAGEMENT

BCG's **Director of Contracts & Risk Management** will direct the firm's efforts to ensure all managers and employees 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 as 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.

All employees are required to actively participate in our "**Safety makes Sense**" videos and training platform. Each training session and learning module is 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**.

FACILITY AUDITS

BCG employs a facility audit specialist who conducts annual audits of each BCG-managed facility. The BCG Facility Audit is comprised of 200 individual items, which are divided into 11 general categories including:

- | | | |
|--------------------------|--------------------------|--------------------------|
| ▪ ACE (Training Program) | ▪ Membership | ▪ Food and Beverage |
| ▪ Safety/Risk Management | ▪ Marketing | ▪ Agronomy / Maintenance |
| ▪ Accounting | ▪ Human Resources | ▪ Clubhouse/Facilities |
| ▪ Operations | ▪ Information Technology | |

EMERGENCY MANAGEMENT

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. 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.

PROJECT METHODOLOGY

GOLF OPERATIONS

Our onsite team will **professionally manage the golf operation** at Stonetree in a manner consistent with comparable area golf courses, making it a “great value” in the local golf landscape. BCG will schedule tee times, collect fees, and 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. These and other golf operation services will be performed in a professional manner from daybreak to sunset, weather permitting, to achieve the goals of the City under the direction of BCG and the General Manager.



BCG will expertly manage the **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** and, when and where appropriate, bag and cart attendants at check-in and at the completion of the round.

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

Stonetree will benefit from BCG’s well-developed and professional golf operation practices and guidelines by having each guest’s experience — from their reservation to throughout their round of golf — exceed his/her expectations.



PLAYER DEVELOPMENT

BCG will implement successful golfer development programs to meet the **learning needs of men, women, seniors, juniors, beginners, avid players, low handicappers, and disadvantaged youth in the area**. As an active supporter of the WE ARE GOLF, #inviteHER and First Tee initiatives, 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, resulting in **loyal golfers**.

PROJECT METHODOLOGY

- **Practice Facilities:** BCG will operate the practice facility Stonetree with an emphasis on providing convenient and effective practice and learning opportunities for guests. Special programs and offers will be developed to maximize utilization of the facilities and to provide the beginner or novice golfer maximum opportunity to build confidence in learning the game.
- **Programming for Growth:** BCG is one of the Nation's leading promoters of Community Outreach Programs targeting juniors and women, as well as underprivileged and special needs individuals. BCG recognizes that the core golfer groups representing the Men, Women and Senior Associations serve as ambassadors of Stonetree – and are among the most loyal guests – these are *very important golfers*.
- **Lessons & Clinics:** In addition to specialized programs for women and junior golfers, BCG's PGA Golf Professionals will offer individual lessons, group lessons, and clinics for 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), multiple First Tee Programs, Joe Richter Golf Program (WA), and Hook A Kid on Golf (Nationwide). We created the national Kids Play Free program to encourage additional junior golf participation at off-peak times. BCG routinely encourages usage of our golf courses by area schools, providing equal access and opportunity for junior golfers.
- **League Play:** BCG will actively seek and create **new golf leagues for business professionals, couples, and seniors**. BCG will work closely with existing Leagues' officers and members to support their programs while maintaining fair and equitable access to the tee sheet for all golfers. Businesses and organizations that are located near Stonetree will be contacted 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 Stonetree.

Fulfillment of golf tournaments and outings **emphasizes the 'Guest Experience'** over all else, with **professional tournament services** (player pairing, customized rules and administration, personalized scorecards and cart signs, player registration, contest hole signage and set-up, professional scoring, and special event management) included with all contracted group outings.



PROJECT METHODOLOGY

- **Creative In-House Events:** BCG will seek to find days on the calendar where additional events can add players and much needed revenue streams. BCG will create in-house events that are internally marketed and sold to our guests for the benefit of Stonetree. Examples include:
 - Glow Ball Night Golf Events
 - Evening Wine and Nine Events
 - Craft Beer Invitational
 - Regional and/or City Championship or Amateur Events
 - Loyalty Card Tournaments
 - Senior/Junior Golf Championships
 - Holiday-themed Tournaments
- **WE ARE GOLF:** As an active participant in the industry's WE ARE GOLF initiative (formerly "Golf 20/20"), 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.
- **#inviteHER:** Led by WE ARE GOLF, a coalition of leading golf industry organizations, and powered by the LPGA Women's Network, #inviteHER is a movement that seeks to create an enjoyable, welcoming experience for women interested in trying the game or picking it back up—whether it be through a group lesson, complimentary clinic, driving range session, or on-course experience.

BCG is committed to promoting an environment that makes those new to the game feel more comfortable. Invitations to Stonetree unlock the lifelong benefits golf has to offer. By connecting women to the game through an invitation to play, and nurturing their interest with guidance, we help expose more people to the game we love.

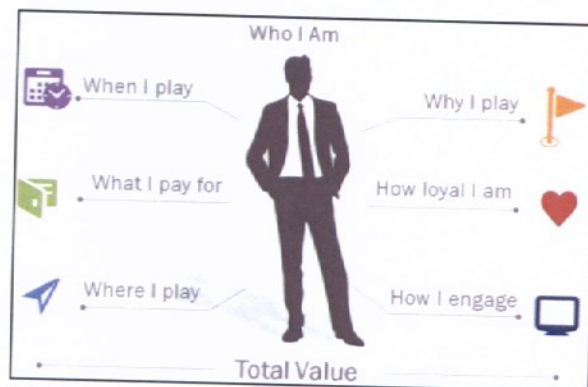
- **School Partnerships:** BCG will actively promote Stonetree and its learning programs through local elementary, middle and high schools in cooperation with physical education and health teachers, even providing instruction during class times, at after school programs, and during the summer. BCG will 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 juniors.

PROJECT METHODOLOGY

SALES AND MARKETING

Amazing guest service is the soul of BCG - it's in our DNA. We strive to delight guests with each interaction, both physical and digital, gaining insights about how our guests want to receive information. Leveraging our dynamic marketing platform, we make data-driven decisions that, when paired with inspired content and design, result in the highest performing marketing initiatives in the business.

The term "Big Data" has become an excuse for firms to accumulate massive data sets. We employ a "Big Listening" approach where all data must lead to better guest service and increased revenue. Each designer, developer, engineer, marketer, analyst, writer and salesperson on our team embodies this philosophy. It's more than just creative ideas; it's a holistic strategy that's transforming the golf industry.



The strategic plan below provides an overview of the BCG marketing initiatives that will be implemented at Stonetree, with attention paid to listening to guest experiences, sales monitoring, and maximizing revenue.

PLAN COMPONENTS

BCG's Marketing Team will coordinate and work diligently and vigorously to implement the following plan components:

- Establish and manage **marketing systems**, including the Internet (web site, e-mail, e-commerce), EZLinks electronic tee sheet program (24/7 reservation system, guest database, POS), branding materials (graphic design, collateral, photography), sales systems (lead tracking, database compilation, and sales management), weekly revenue performance monitoring (YTD and MTD revenue trends, loyalty, outing, and banquet sales metrics, APR, channel performance, online star ratings, e-mail performance and Net Promoter Scores (NPS)) as key components of a **quality guest experience with revenue driven** strategies to restore Stonetree to market prominence.
- Establish and manage **quality assurance programs**, including reputation management tools, (social media, online reviews, and guest experience monitoring) guest surveying, NPS, mystery-shopping on-site visits, call tracking, and mystery telephone sales calls.
- Establish and manage **sales programs**, including outing and special event sales management. Engage all staff as sales people at Stonetree with BCG's proprietary custom sales methodology, including custom technology developed in partnership with **Salesforce.com**, the national leader in cloud-based sales technology.

PROJECT METHODOLOGY

- Create and execute a detailed **yield optimization, pricing, and loyalty strategy tailored to Stonetree** and driven by the combination of facility data and in-market knowledge designed to gain market share from other competitors.
- Design and implement **guest retention programs tailored to Stonetree** including guest communications, annual and seasonal membership programs, loyalty incentive programs, special events and promotional offers designed to maximize revenue.
- Include Stonetree in our **industry leading partnerships** with major online third-party tee time providers.
- Execute **grow the game** initiatives, including WE ARE GOLF, #inviteHER, Get Golf Ready, Kids Play Free, and Junior Golf Camps.
- Provide **best-in-class** player specific reporting. Simply put, nobody in the golf industry provides the wealth of player-based data and reports that BCG can present in an instant. This information shapes all facets of our marketing strategy including how and where we spend marketing dollars, and it allows us to segment our golfers by play habits and target our guests with relevant offers that increase golf participation

MARKETING SYSTEMS

BCG's Marketing Team, together with on-site personnel, will thoroughly review current market conditions, developing a plan for implementation of our effective and proven marketing systems. Our team will work to successfully implement BCG's systems to maintain continuity of service and communication with the guests and residents utilizing the facility and amenities. All Marketing Systems will be designed and implemented in a manner that benefits the overall image of Stonetree and within any existing guidelines established. This strategy will maintain a valuable brand for Stonetree which stands for quality and the "Enjoyable Guest Experience."



- **Websites:** Our expert team designs, develops, launches, updates and monitors each customized, high-performance website. Setup includes online tee time booking portals, lead inquiry forms for events and outings, online store, online event reservations and payment, contact info and directions, blog capabilities, and much more. Each is responsive across desktop, tablet and smart phones, making your business relevant to guests on the go. Onsite Staff can update their own site, write blogs and much more through our Club Management System (CMS). Owners can schedule content in advance to ensure timely and relevant distribution to guests.



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- Search Engine Optimization (SEO): We utilize the latest in SEO technology which can be quickly edited on the fly to improve results and recognition. In addition, critical analytics are available directly in the platform and through Google Analytics, leading to a greater understanding and engagement of guests. Built for performance, our digital platform is not only proven, but constantly monitored and improved for maximum effectiveness.
- Communication & E-mail: Our multi-phased e-mail marketing strategy is a Return-on-Investment (ROI) machine. Initially, we gather considerable information about guests, augmenting databases with our demographic, behavioral and surveyed data. The data is then shared with our advanced analytics team that utilizes segmentation, analytics and past behavior to develop customized messaging and offers. With modern images from our design team, targeted calls-to-action and consistent A/B testing, we drive clicks and trigger traffic to Stonetree's website.

Finally, we will use key performance metrics to decide the right time and frequency to engage guests for high open rates, click-throughs and sales from each campaign. We continuously monitor overall traffic, revenue, open rates, click-through rates, hard bounces, soft bounces and unsubscribes.

- Marketing Services: We will develop and execute a custom marketing strategy for Stonetree that defines growth targets, identifies key markets and audiences, creates special events, establishes loyalty programming and creates targeted messaging. This will foster a sales culture that grows daily-fee play, outings and memberships while creating a long-lasting and distinct brand in the marketplace. With a deep understanding of what makes Stonetree unique, our marketing services team utilizes course, market and competitive intelligence to aggressively promote course attributes and benchmark performance.
- Design: BCG's creative geniuses revel in the opportunity to be part of the next big idea. They add striking design to rich media to bring marketing campaigns and stories to life. Our team will marry strategic objectives with visual assets to create eye-catching, unique collateral for Stonetree.

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 at Stonetree matches the brand promise established through marketing, sales, and PR programs. The following programs will be implemented at Stonetree to receive feedback that allows BCG and on-site management to best train staff on delivering a fun and enjoyable experience.

- Performance Monitoring: Stonetree will utilize BCG's proprietary Compass Report to monitor performance on a weekly basis. Metrics measured within this report include MTD and YTD actual revenue and forecasted totals compared to budgets and PY totals, revenue trends, rounds totals by channel and type, sales trends and totals, lead generation totals,

PROJECT METHODOLOGY

online star ratings, database growth rates, and trending NPS. This tool is vitally important to make necessary changes and direct focus where needed in a timely manner.

- **Online Reputation Management:** We live in a digital era and many guests make purchasing decisions via online reviews and actual guest experiences. BCG places great emphasis on reputation management and created tools to actively manage and respond timely to online reviews, good or bad. Both the General Manager and Regional Director of Marketing will receive all reviews within 24-hours of any online review posting. These tools also provide us with trend analysis and additional reporting as needed.
- **Guest Satisfaction / Net Promoter Score (NPS):** In addition to online reputation management monitoring, we will also implement a NPS survey, like that of all major national service providers, consisting of five quick questions that allows us to determine the overall satisfaction of all guest experiences. Divided into Promoters, Passives or Detractors, our facilities gain invaluable guest insights and feedback that help us understand the true happiness of our guests. This allows us to address any underlying issues instantly as each survey is received directly into our CRM. This data alone has proven that a Promoter contributes 50% more revenue than a Detractor.
- **Call Tracking:** Knowing that the first touch point of the guest experience usually begins on the phone, we created a call monitoring program. This program allows us to ensure all calls, including sales and banquet inquiries, to the facility are handled appropriately by the team. This information provides valuable feedback to the management team on the experiences guests are receiving. This tool has proven to be helpful to ensure all sales calls are being handled appropriately in the absence of the salesperson. In addition, we utilize a dedicated guest comment line for Stonetree.
- **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.
- **Annual Guest Satisfaction Survey:** BCG conducts an annual survey that covers the themes of: market share, playing habits, demographics, World's Largest Golf Outing, course loyalty, and overall levels of satisfaction.

GUEST ACQUISITION PROGRAMS

BCG's Marketing Team will establish measurable, effective, and guest-focused Acquisition Programs that attract **NEW guests for Stonetree**. Acquisition tactics serve the same goal – to attract **NEW** guests via focused strategies that best target the message to appropriate guest segments by product/service, geography, and guest type. These programs and efforts will be tracked in the facility's revenue playbook, which includes the details and effectiveness of promotions, events, and campaigns. All Acquisition Programs will be designed and implemented in a manner that benefits Stonetree.

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- Advertising: Design and implementation of a comprehensive advertising campaign that targets and attracts new guests is essential to short and long-term success. Chosen markets and advertising mediums will be used to provide the best measurable ROI while serving to further develop the strong, positive value and brand identity of Stonetree.
- Third-party Tee Time Providers: BCG is proud to offer participation in an exclusive industry leading agreement with our primary third-party tee time provider, GolfNow. Through the construction of this exclusive agreement alone, BCG has increased sales of golf rounds, dramatically lowered commission costs, and has complete control of ALL inventories at all facilities. BCG also partners with many regional and national distribution channels which also include industry leading terms, commissions, and control.
- Promotional Offers: BCG will establish and implement promotional offers designed to attract new guests to Stonetree or recapture loyal guests from years past. The creation of specific promotional offers requires knowledge of the market area, thorough understanding of the golfer segments, and trial-and-error with differing options. Careful attention will be paid to the impact of any promotional offer on volume, total revenue, and average revenue per round. Promotional offers tied to specific advertising or direct marketing campaigns will be measured to calculate the ROI of the campaign.

GUEST RETENTION PROGRAMS

BCG is unique among golf facility management firms in our use of technology to integrate golf operations and marketing. BCG's Marketing Team will establish measurable, effective, and guest-focused Retention Programs that help ensure guests return, increasing their visits and resulting in a more stable golf segment for growing revenues at Stonetree.

All golfer reservations and their contact data will be recorded on an Electronic Tee Sheet, with access given to guests' 24-hours a day via the Internet and telephone. That data will be transferred to BCG's proprietary, analytics software, "ARRapp" for analysis of individual guest behavior trends, retention, and growth. The data will be compared to tee sheet utilization across days and times to determine where and when marketing efforts need to be concentrated for special offers.

- BCG utilizes an Electronic Reservation and POS System to identify and track the purchasing habits of individual guests.
- BCG analyzes individual guest behavior trends, retention, and growth.
- Structure loyalty programs based on desired player behavior to increase share of wallet

PROJECT METHODOLOGY

Example – ARRapp Customer Segmentation and Analysis:

BILLY CASPER GOLF

Choose a region:
All Courses

Choose a course:
W. Johns Golf & Country Club

Choose an analysis:
Customer Segmentation

Single Year or Date Range:
Single Year: ☐ Date Range: ☐

Select Years For Assessment:
2017 (95.28%) 2016 (95.28%) 2015 (95.28%) 2014 (95.28%)

Select Months For Assessment:
January ☐ February ☐ March ☐ April ☐ May ☐ June ☐ July ☐ August ☐ September ☐ October ☐ November ☐ December ☐

Select Segments for Reports by Customer:
Public ☐ Card ☐

Select Ranges for Reports by Customer:
1, 2, 3, 4, 5, 6, 7, 8
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

	Weekday AM		Weekday PM		Weekend AM		Weekend PM		Total	
	2014	2015	2014	2015	2014	2015	2014	2015	2014	2015
Unique Golfers	2403	2380	2958	2789	1640	1744	1380	1392	7163	7143
Avg Rounds per Golfer	1.8	1.9	1.6	1.9	1.9	1.9	1.7	1.8	2	2.2
Median Rounds per Golfer	1	1	1	1	1	1	1	1	1	1
Qty Greater than 4 Rounds	111 (5%)	120 (5%)	104 (4%)	152 (5%)	102 (6%)	104 (6%)	45 (3%)	55 (4%)	532 (7%)	592 (8%)
Qty One and Done	1635 (68%)	1409 (59%)	2033 (69%)	1674 (60%)	1024 (62%)	1126 (65%)	945 (68%)	836 (60%)	4426 (62%)	3957 (55%)
Avg Revenue per Golfer	\$30.3	\$33.1	\$24.6	\$30.3	\$42	\$43.5	\$30.7	\$32.4	\$35.8	\$38.8
Avg APR per Golfer	\$17.9	\$18.4	\$15.6	\$16.9	\$22.8	\$23.2	\$18.8	\$18.8	\$18.4	\$19.3
Avg Revenue (> 4 rounds)	\$135.3	\$127.5	\$102.7	\$99.8	\$168.7	\$187.8	\$130.3	\$114.3	\$138.9	\$137.4
Avg Rounds (> 4 rounds)	8.6	8.8	7.4	7.6	8	8.6	7	7.6	8.3	8.7
Avg APR (> 4 rounds)	\$15.8	\$14.3	\$14.3	\$13.9	\$21.2	\$22.1	\$18.7	\$16.3	\$17	\$16.5

	Weekday AM		Weekday PM		Weekend AM		Weekend PM		Total	
	4	4	4	4	5	5	4	4	6	6
Qty Rounds Considered Frequent	48 (21%)	37 (17%)	29 (28%)	11 (9%)	111 (30%)	111 (30%)	11 (9%)	11 (9%)	111 (30%)	111 (30%)
Qty Frequent to Frequent	36 (16%)	44 (20%)	29 (28%)	17 (14%)	125 (33%)	125 (33%)	17 (14%)	17 (14%)	125 (33%)	125 (33%)
Qty Frequent to Casual	148 (64%)	142 (64%)	44 (43%)	93 (77%)	140 (37%)	140 (37%)	93 (77%)	93 (77%)	140 (37%)	140 (37%)
Qty Casual to Frequent	53 (24%)	55 (25%)	19 (18%)	20 (2%)	135 (37%)	135 (37%)	20 (2%)	20 (2%)	135 (37%)	135 (37%)
Qty Casual to Casual	222 (100%)	276 (126%)	194 (18%)	107 (9%)	1142 (31%)	1142 (31%)	107 (9%)	107 (9%)	1142 (31%)	1142 (31%)
Qty Casual to Lost	1896 (87%)	2384 (87%)	1325 (86%)	1132 (90%)	5509 (81%)	5509 (81%)	1132 (90%)	1132 (90%)	5509 (81%)	5509 (81%)
Qty Frequent to Frequent Card	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Qty Frequent to Casual Card	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Qty Casual to Frequent Card	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Qty Casual to Casual Card	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)

	Weekday AM		Weekday PM		Weekend AM		Weekend PM		Total	
	5	5	5	5	4	4	4	4	6	6
Qty Frequent Were Frequent	34 (28%)	15 (10%)	27 (26%)	12 (9%)	113 (27%)	113 (27%)	12 (9%)	12 (9%)	113 (27%)	113 (27%)
Qty Frequent Were Casual	37 (31%)	45 (30%)	18 (17%)	19 (14%)	131 (31%)	131 (31%)	19 (14%)	19 (14%)	131 (31%)	131 (31%)
Qty Frequent Were New	49 (41%)	92 (61%)	59 (57%)	103 (77%)	181 (42%)	181 (42%)	103 (77%)	103 (77%)	181 (42%)	181 (42%)
Qty Casual Were Frequent	29 (13%)	42 (2%)	29 (2%)	16 (1%)	132 (2%)	132 (2%)	16 (1%)	16 (1%)	132 (2%)	132 (2%)
Qty Casual Were Casual	258 (11%)	311 (12%)	196 (12%)	106 (8%)	1138 (17%)	1138 (17%)	106 (8%)	106 (8%)	1138 (17%)	1138 (17%)
Qty Casual Were New	1973 (87%)	2284 (87%)	1415 (86%)	1136 (90%)	5448 (81%)	5448 (81%)	1136 (90%)	1136 (90%)	5448 (81%)	5448 (81%)

- Communication: BCG will establish and implement regular communication with guests via broadcast e-mail, direct mail, and telephone. With Stonetree utilizing our proprietary Marketing Systems, BCG will personalize communications based on:
 - Guest Type (local, visitor, group leader)
 - Geographic Area (local, regional, national)
 - Reservation Behavior (initiator, player)
 - Play Behavior (volume, frequency)
 - Retention Status (new, steady, at-risk, lost)



BCG will implement our Automated Welcome Series e-mails to increase the retention of guests to Stonetree. Specifically,

- New Golfers:** All new golfers with an e-mail address will receive an e-mail message the day after they play thanking them for their business, asking for feedback via the NPS survey, and inviting them to return.
- At Risk Golfers:** All golfers who have played golf as a new player will automatically receive a second email prompting their return 30 days after their first visit. This second email for the At-Risk golfer is an aggressive incentive to retain that guest and get them back.

PROJECT METHODOLOGY

REVENUE MANAGEMENT

Led by experienced data scientists from telecom, aerospace and gaming industries, BCG's analytics team develops yield optimization methodologies by utilizing facility data and BCG's ARRapp, which will be actively applied to Stonetree. The results are market-tested programs which drive substantial year-over-year growth.

In addition, these advanced metrics help develop tiered loyalty programs ranging from basic rewards to full memberships, again, driven by data with the main goal of creating loyalty to Stonetree while maximizing revenue. Nearly 2% of all public rounds in the U.S. are played on BCG-managed courses, providing the ultimate laboratory for the development and implementation of sophisticated yield management practices. Combining powerful, centralized data infrastructure with local know-how gives BCG managed facilities the best opportunity to maximize revenue in any given market.

Example – ARRapp Weather Tracking Report:

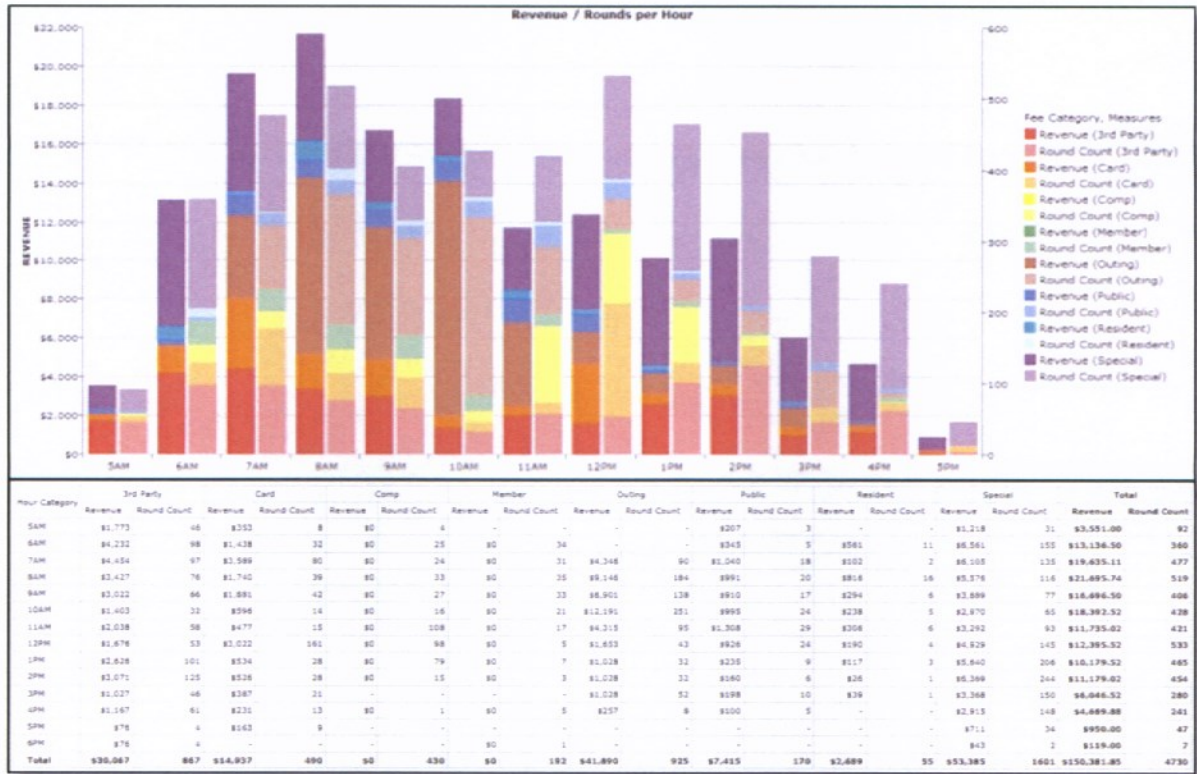
2017 - May												
Hour	Weekday					Weekend					Total	
	Clear	Cloudy	Rainy	Low Temp	High Temp	Clear	Cloudy	Rainy	Low Temp	High Temp	Expected Revenue	Actual Revenue
7	9	10	4	4(<52)	3(>68)	2	5	1	1(<50)	0(>66)	12800.92	13391
8	10	9	4	3(<54)	3(>72)	1	7	0	1(<52)	0(>67)	22840.48	17248
9	7	13	3	2(<56)	2(>77)	1	7	0	1(<52)	2(>68)	25826.32	24849.6
10	8	13	2	1(<55)	3(>79)	1	7	0	1(<53)	0(>72)	18247.65	15833
11	9	12	2	2(<57)	3(>80)	1	5	2	1(<55)	0(>77)	17303.41	15340
12	10	11	2	2(<57)	3(>83)	1	5	2	0(<55)	0(>75)	13042.3	11189
13	9	12	2	2(<59)	3(>81)	2	5	1	1(<56)	0(>78)	17986.57	16310
14	9	12	2	2(<57)	3(>85)	1	5	2	1(<56)	1(>76)	13947.03	10143
15	8	12	3	2(<59)	3(>82)	1	6	1	1(<57)	0(>78)	12140.28	9190.2
16	7	14	2	2(<60)	3(>86)	1	6	1	1(<55)	1(>74)	11012.22	10283
17	7	12	4	2(<59)	2(>82)	0	8	0	1(<56)	0(>76)	7812.37	6642
Total	93	130	30	24	31	12	66	10	10	4	172959.55	150418.8

"BEST IN BREED" DATA

At BCG, we believe the difference between success and failure is often the quality of decision making. We believe this so strongly, that we've invested substantial financial resources to improve the quality of the information we use to make those decisions. Simply put, better information translates into better decisions...Every Time. As your partner, we will share this reporting with our clients to help them understand why we make decisions and the metrics we are looking at during the strategic process of constructing our programming. Our tools remove the guessing game - turning it into a science.

PROJECT METHODOLOGY

Example - Rounds and Revenue Mix by Player Type by Hour:



In Summary, BCG's marketing capabilities have no rival in golf – Tools & Technology built by Golf Course Owners for Golf Course Owners. In a challenged golf economy, only a portion of the battle for market share and participation can be won by providing quality products and services. BCG offers Stonetree the advantages of more and better information, our sole focus in the marketplace, superior communications technology, and the marketing know-how to use these tools to grow rounds and revenue.

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MAINTENANCE & AGRONOMY

BCG will maintain the golf course at the highest standard possible for the available dollar, with a focus on improving golfer's enjoyment of the course. Anything less would be inconsistent with our vision to ensure that Stonetree is the public golf option of choice in the area.

Our company is committed to agronomic excellence at Stonetree by utilizing and improving upon reliable, proven techniques, as demonstrated by the resources and expertise of our **in-house maintenance division, Buffalo TLC**. 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 maintaining Stonetree will emphasize the quality of course conditions, attention to detail throughout the property, efficiency in staffing, and full compliance with all environmental regulations.

AGRONOMIC SERVICES INCLUDE:

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

The agronomic plan for Stonetree will focus on both short-term and long-term goals. The plan will provide the desired playing conditions within the given fiscal guidelines.

CULTURAL PRACTICES

BCG will utilize best management practices to achieve desired conditions at Stonetree. This will be accomplished by a variety of cultural management practices that will be implemented to manage both the surface and sub-surface variables commonly seen. There are various primary and supplementary cultural practices that will be utilized to obtain a healthy stand of turfgrass:

- **Mowing:** Turfgrass needs to be maintained at the proper mowing height specific to the turfgrass species. Turfgrass incorrectly mown will create a stressed plant, which will have less defensive capabilities against pathogens. Equipment must be operating properly to ensure the leaf blade is cut cleanly. A frayed or torn leaf blade is an open site for disease and pest infection which may produce unsatisfactory playing conditions.
- **Topdressing:** The practice of evenly spreading a sand medium over the canopy of the turfgrass, followed by incorporation via a broom or drag mat. Topdressing provides a variety of benefits, the two main benefits being a smoothing of the putting surface and a reduction in thatch

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- **Fertilization:** Turfgrass requires nutrients to thrive which can be delivered in the form of fertilizers. Fertilizer programs will be constructed based upon soil test results and will be specific to individual areas of the golf course. Organic fertilizers provide additional benefits and will be utilized whenever possible. Proper application and delivery methods will be used to ensure the correct amount of nutrients are available to the plant.
- **Irrigation:** We will ensure the irrigation system is working properly including: sprinklers that are level with the correct spacing and nozzle types; controllers that are programmed and functioning properly; a pump station that is working properly; and the irrigation water source adequate in capacity and quality, using water sampling when necessary to identify inadequacies to be corrected. Hand watering will be used whenever possible to reduce water use and effectively irrigate potential dry areas without exposing turf to over-watering.
- **Cultivation:** Cultivation methods are primarily used to improve the physical characteristics of the sub-surface growing medium. The most common method is aerification, which typically involves core removal of undesirable soil. Characteristically on greens and tees, a more desirable mixture of sand and organic material is incorporated into the growing medium to improve both capillary and non-capillary pore space. In addition to soil modification, aerification is used to remove excess thatch and allow critical exchange of carbon dioxide in the soil with oxygen in the atmosphere.
- **Wetting Agents:** The surface contours on greens often inhibit the ability to distribute water evenly across the surface. Wetting agents decrease the interfacial tension that occurs between water and solids on these slopes, helping water more readily move into and through the root zone for improved availability of the water to plants.
- **Plant Growth Regulation:** Plant growth regulators (PGRs) are used to slow the growth of a turfgrass plant through temporary cessation of cell division. The use of PGRs allows a plant to safely slow down the growth process, reducing the need for nutrients which may be tied up in high-salt soils. In addition, mowing frequency can be reduced; limiting mechanical stress caused by mowers.
- **Rolling:** Mowing turfgrass at very low heights adds additional stress to the plant and allows pathogens to more readily invade. The use of light-weight rollers is carried out with higher mowing heights to create the same green speeds for the golfer's enjoyment, while allowing the turf to produce healthier plants at the higher height-of-cut.
- **Verticutting:** The practice of vertically mowing turfgrass. Vertical blades are used (like circular saw blades) for this task. This process mechanically removes thatch from the turf. Excessive thatch can cause a variety of problems; including limited water infiltration and decreased fertilizer incorporation. A large thatch layer also creates an environment conducive to disease and insects.

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ENVIRONMENTAL STEWARDSHIP

BCG will implement sound **environmental management practices** at Stonetree, making a valuable contribution to conservation and improving the environmental quality to enhance the golfers' experiences.



- **Audubon Certification:** Each BCG-managed course is registered and committed to attaining Audubon Cooperative Sanctuary certification. Achieving certification is quite an honor, recognizing the agronomic team for protecting the environment and preserving the natural heritage of golf.
- **Green/Eco-Friendly Techniques:** BCG expects a positive impact on the presentation, turf condition, and reduction of a carbon footprint as our BCGreen™ program is instituted. In many instances, BCG has seen dramatically improved course conditions and positive impact on the natural resources.
- **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 a commitment to an Integrated Pest Management Program (IPM) that is friendly to the environment. 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.
- **Integrated Pest Management (IPM) and Best Management Practices (BMP):** BCG continuously explores alternative pest control measures to further minimize pesticide inputs. In addition, the creation of buffer zones between treated turf areas and all water bodies works to filter potential runoff of harmful chemicals and fertilizers.

CONCLUSION

As owners ourselves, BCG has the resources, staff, and understanding to provide the desired level of golf course maintenance and maximize the “bang for the buck” at Stonetree. We currently manage the agronomic program for 150+ golf courses nationwide, providing us with the experience and resources to provide Stonetree and the City with the desired conditions.

BCG’s Agronomic Team will provide support to the superintendent and maintenance staff at Stonetree. Periodic visits will be followed up with detailed reports describing current agronomic practices and conditions along with pictures, action plans, resource requirements and timelines. This level of support will ensure the desired product is produced and maintained throughout the season.

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FOOD AND BEVERAGE

BCG will offer for sale **high quality, competitively priced F&B menu items** at Stonetree. Under the guidance of BCG's experienced Food & Beverage Directors, BCG will develop an annual buying and operating plan to provide for a healthful and efficient operation, develop an attractive menu, and design attractive displays and promotions.

F&B services will be delivered as appropriate for the Grill Room and Banquet Room, including F&B inventory management, food preparation and service, on-course beverage cart service, and ensure all **licenses and permits** necessary to run a food service facility in the City, County, and State will be obtained and kept current. All health standards and regulations will be strictly followed, and all equipment and fixtures will be maintained in good working order.

BCG will **develop a menu** based on the success of historical offerings at the facility, offerings at similar local facilities, the kitchen's capabilities, and guests' tastes. Surveying of guests will be employed for regular feedback on improvement and enhancement of service levels, F&B quality, and menu options. BCG-developed menus will allow for multiple uses of stocked food items to manage costs, which reduces waste throughout the year.

After enhancing the Grill Room and Banquet concept, continual and consistent monitoring will ensure the experience is of high quality. Exceeding the expectations of our guests remains the litmus test for success in the following areas:

- **ATMOSPHERE**
 - Fun, casual, and enjoyable. The atmosphere must be both of high service and food quality, but also comfortable for patrons
- **MENU**
 - Consistent and relevant price points accompanied by fresh offerings
- **SERVICE**
 - Establish and maintain quality through daily training methods designed to reinforce the concept, atmosphere and menu

BCG's internal marketing efforts will focus on branding the facility with consistent and timely posters, flyers and other vehicles to communicate with the community. This marketing will also drive the awareness of both traditional golf events and new social events designed to connect community members with the golf course.

BCG has developed and implemented processes and procedures to build and maintain profitable a la carte businesses in the daily-fee setting. Specific components of such successful programs and procedures include:

- Event Marketing and Sales Plan
- F&B Operation Policies and Procedures Manual
- Outings and Events Policies and Procedures Manual
- Guest Services Guidelines

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CAPITAL PROJECTS

BCG has extensive experience with capital projects and has overseen over thirty golf course development and construction projects. Our Capital spending typically exceeds \$5 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 and will do the same for Stonetree**. 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. The City can rest assured in the knowledge that all projects will be well-planned and well-executed, allowing for increased revenue-generation, improved perception and asset preservation.

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

- **Lyman Orchards (Middlefield, CT)** – BCG managed a \$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.
- **Reston National Golf Course (Reston, VA)** – 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.
- **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, HI)** – BCG managed a complete make-over of this resort destination by renovating two 18-hole courses, clubhouse and dining facilities. Golf course improvements included new bunkers, renovation of existing bunkers, cart path resurfacing and expansion. Facility improvements included re-design of the restaurant and clubhouse (exterior & interior). The \$13M project culminated in a grand re-opening of a world class golf resort.
- **Rock Manor Golf Course (Wilmington, DE)** – 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.

PROJECT METHODOLOGY

RECORD KEEPING AND REPORTING

RELATIONSHIP WITH OUR CLIENTS

BCG's philosophy in working with our municipal partners is to **ensure that our shared financial and customer service goals are always 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 will be available for review and comment by the City at any time**.

FINANCIAL REPORTING

- 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 the City's Independent Auditor

As with all BCG's facilities, the City will provide BCG their approval on rates and their expectations for net operating income goals, staffing levels, and capital reserve requirements. BCG will use that information to develop an achievable and realistic budget that maximizes gross profit and net operating income for the City while delivering an outstanding customer experience. **The final budget is approved by the City.**

BCG's General Manager and 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 facility's goals.

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 Annual Plan will be completed in the fall of each year for the upcoming calendar year.

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

PROJECT METHODOLOGY

SECURITY AND DISASTER RECOVER

I. Outline the security measures in place for the protection of data.

BCG continually educates and trains end users on computer/software best practices as well as proper identification of “phishing” attacks. BCG utilizes advanced firewall technology with threat detection, including but not limited to ransomware, malware and viruses.

II. Describe security measures used to prevent unauthorized user access to Stonetree software.

Only users with a business need will have access to the Stonetree system. All permissions follow a least privileged model requiring complex passwords for users and Stonetree systems. Additionally, we ensure that all outstanding patches or security updates have been applied to any accessible software.

III. Describe you backup and/or redundant systems.

We ensure that all business critical data is backed up off-site, complete with file versioning on nearly a real-time basis. Depending on the system used, additional configuration will be implemented to ensure relevant data is available for backup.

IV. Provide your disaster recovery plan should a catastrophic event occur.

Replace any damaged equipment. Run a restore of critical POS data and business systems. Coordinate with our on-site, Regional, Marketing, Risk Management and Agronomy teams, as well as third party vendors to ensure all services are restored and functioning.

TRANSITION PLAN

The goal of BCG is to first report to the City the results of a smooth transition. Next, we will stabilize the asset, improve both resident and employee morale, grow the membership base, and most importantly, maximize all revenue sources to ensure long term stability of Stonetree.

THE TRANSITION

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 Stonetree.
- Hold a meeting immediately with all 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 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 begin to work on a new business plan, marketing initiatives, and operating budget.

TRANSITION ITEMS TO BE COMPLETED DURING THE FIRST (30) DAYS

WEEK 1:

Host ("Team Member Meeting") - BCG will host one or more all-staff meetings on site for Stonetree employees. BCG will communicate effectively and succinctly the policies of BCG. More importantly, each staff member will have the ability to meet with BCG representatives privately to address any personal issues or concerns they may have.

Medical Benefits, 401k and employer/employee issues - As noted, during this first week, BCG will set aside valuable time for each employee for comparison and explanation of current benefits vs. those offered under a proposed BCG employer/employee relationship.

Entity Registration - City and State Compliance - BCG will incorporate the new subsidiary Stonetree Golf Management, LLC ("SGM") and provide the required documentation to the City.

Budget Reviews - BCG will work with the Owner's representatives to develop an approved operating budget, complete with SWOT Analysis, Rate proposals and market plan.

WEEK 2:

Staff Meetings - BCG representatives will be available to meet with the City's staff regarding proposed transition items, reporting, inventory management, cash handling, procurement and other operations.

TRANSITION PLAN

Insurance - BCG will notify its insurance carrier of the effective date and the insurance requirements and will provide the required documentation to the City.

Existing Contracts - BCG will analyze and evaluate all existing Agreements by and between the vendors and notify the City of which Agreements BCG would like to continue and provide a listing of those that BCG proposes terminating.

WEEK 3:

Employee Interviews and Staffing Planning - BCG will conclude its on-site interviews and finalize a staffing plan to review with the City for their input for implementation upon the effective date.

Finalize Budget - BCG will finalize and present to the City those items that are noted in the Operating Budget and the specific priority and date by which such items are needed as per the projections and start-up specifications.

IT Evaluation and Compliance - BCG's IT team will immediately evaluate the current inventory of all computers, servers and PCI compliance to develop a transition plan and critical needs listing to present to the City.

Inventory and Equipment Procurement Listing - BCG's Agronomic Team and Operations Team will review and evaluate all existing inventories of equipment, furniture, fixtures, etc. to determine what items may be needed as part of the startup and incorporating this into a Startup and Transition Listing to present to the City.

Tournament/Special Events/Banquet Contracts - BCG will contact all upcoming parties that have a contract for any special event, tournament or other event planned at Stonetree and provide updated contact information for the person responsible for ensuring the details of those events are followed through without any interruptions. BCG intends to honor all contracts entered into by the prior Operator prior to the effective date of the Agreement.

Press Release - BCG has the expertise of the industry's leading public relations and media firm the golf industry. None of our competitors can provide the expertise, brand awareness news and media coverage that Buffalo.Agency can provide to the City. Immediately upon execution of the Management Contract by and between the City and BCG, Buffalo.Agency will present a DRAFT Press Release for review and approval by the City. Once approved, BCG will distribute to all regional and national golf and golf related press contacts for immediate release.

WEEK 4:

Employee Enrollment - BCG's Human Resource representatives will be on site to enroll all employees and answer any final questions regarding compensation, benefits, etc. Employees will be provided job descriptions, BCG's policies and procedures manual and all other training materials per their specific role and responsibilities.

TRANSITION PLAN

ACE the MEMBER Experience™ Training: - BCG will conduct our Guest Service Training Program for all employees prior to the effective date.

Insurance - BCG will provide notice to its insurance carrier of the effective date and prepare a declaration for additional insured or other requirements as set forth in the Management Agreement.

KEY PERSONNEL

BCG will begin evaluation of existing staff 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 2019 business plan and budget will be developed. It will include detailed projections, assumptions, marketing initiatives, resident programs, agronomic plan, etc. A competitive market analysis, a SWOT analysis regarding Stonetree, and an evaluation of prior initiatives will be incorporated into the Annual Marketing Plan.

BCG will be reviewing past financials, interviewing members, evaluating past marketing tactics and revenue initiatives to determine opportunities for Stonetree.

HUMAN RESOURCES

Employee Evaluation – every employee will be reviewed on their three month anniversary. Verbal praise and direction will be given regularly.

Employee Onboarding – every employee will receive an extensive orientation. This includes review of our Company Handbook and immersion in BCG's proprietary training program - ACE the MEMBER Experience™.

CUSTOMER SERVICE & PUBLIC EDUCATION

GUEST CENTRIC CULTURE

Hospitality & Recreation is a People Business, which is why we spend considerable resources recruiting, training and developing great people through expert Human Resources (HR) management programs. BCG is active with every management team and has consistently shown the ability to attract and retain top industry talent.

Below are examples of our leading HR programs:

- ACE the GUEST Experience™
- ACE the EMPLOYEE Experience™
- Superintendents Business Institute (SBI)
- BCG-University (BCG-U)
- BCG-Fit
- “Building our Buffalo” mentorship program



BCG's HR team has developed a proprietary performance management system to monitor and assess job performance while also providing a platform for our employees to grow professionally. We leverage decades of experience to provide meaningful feedback on critical success factors and the guidance necessary for employees to reach their full potential.

BCG will train all employees 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**. 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.

BCG's Service Behaviors – specific, observable behavioral guidelines that communicate the minimum requirement for every guest interaction – will be introduced. Examples of both good and bad interactions will be demonstrated and discussed, role playing of common interactions will be done, and review of position-specific ‘best practices’ for interacting with guests throughout their journey at the golf course will be 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 will be guided through the **Guest's Journey** – from beginning to end – to help them understand how every guest interaction with an employee influences the guest's experience. We teach our employees to empathize with each guest's personal situation, anticipate their needs, service their needs, and then introduce the guest to the next portion of their journey, creating a positive, seamless experience. Formal training sessions will be followed-up by regular review of the guest vision statement, service standards, service behaviors, and guest journey in both department and all-staff meetings. Stonetree's management team provides employees with timely feedback on positive and negative interactions that are observed, and the course will have

CUSTOMER SERVICE & PUBLIC EDUCATION

regular **Mystery Shopping** conducted by professional, independent evaluators. Results and feedback from the evaluations will be used to further train and reward employees based on the experiences of the 'mystery guest' encounters. Emphasis in the evaluation will be placed on employee-guest interactions, with Stonetree's management team incentivized to deliver the best possible experiences.

Additionally, guests will be afforded several means to share comments and suggestions with BCG's management, including toll-free **Guest Comment Lines**, website-based **Feedback Forms**, and periodic **Guest Surveys**. All are 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.

BUFFALO.AGENCY

Buffalo.Agency ("Buffalo") is a wholly-owned division of BCG and is the golf industry's leading marketing and public relations firm. With 50 employees, Buffalo enjoys a 15-year history of providing public relations strategies and solutions to private clubs, resort destinations, daily-fee, and municipal clients. Buffalo is the dedicated public relations and communications arm for all BCG clients and is uniquely qualified to assist with public education before, during and after the transition of Stonetree. Buffalo will leverage its local and regional media contracts to ensure the proper messaging reached the customer base. Furthermore, Buffalo will assist in securing coverage for Stonetree in local and regional golf publications to enhance the overall image and notoriety of the course.

FEES AND COMPENSATION

BCG's proposal is structured as a third-party management agreement with a monthly management fee payable to BCG and an annual performance incentive available for exceeding objectives. BCG will provide complete turn-key management including golf operations, food and beverage operations, golf course and facility maintenance, marketing and promotion, general and administrative functions, operating and capital budgeting, employee hiring and training, and financial management and reporting. All employees would be employees of BCG.

This structure aligns the interests of BCG and the City. The structure promotes the growth of rounds and gross revenues for the benefit of Stonetree and would provide BCG a financial incentive for increased revenues. BCG is dedicated to achieving the financial and community goals of the City; BCG has successfully utilized this structure with multiple municipal and public agencies.

BCG proposes the following compensation for golf management services for Stonetree. BCG looks forward to discussing our proposal with the City in order to develop the most advantageous partnership for both the City and BCG. BCG reserves the right to engage in discussions with the City with respect to this Response and Proposal.

Proposed Term:	Five (5) years, with a mutual Five (5) year renewal option
Structure:	BCG will form a single-purpose subsidiary (e.g.: Stonetree Golf Management, LLC) for purposes of maintaining Stonetree whose sole member shall be BCG. BCG shall remain solely responsible for all obligations of the agreement and owners shall have full recourse to BCG for any liabilities caused by this entity. This entity will employ all of the staff and will be operated on a discrete basis and shall not commingle any assets or liabilities with any other BCG-managed property. Club-level financial statements will be prepared in the name of this single-purpose entity.
Base Fee:	City would pay BCG a base monthly fee of Seven Thousand Five Hundred Dollars (\$7,500) per month or Ninety Thousand Dollars (\$90,000) per annum.
Incentive Fee:	BCG would be eligible to earn Ten percent (10%) of Operating Income in excess of One Dollar (\$1.00) per annum

Other Considerations: *If it is the desire of the City to enter into a lease or concessionaire agreement, whereby the management firm inherits financial accountability and risk, BCG would request complete control over staffing.*

PRO FORMA – OPTION A (12 FULL-TIME EMPLOYEES)



ANNUAL SUMMARY ANALYSIS

Stonetree GC

CLUB SUMMARY

Golf	\$ 18.68	\$ 21.80	\$ 21.02
Range	\$ 1.90	\$ 1.75	\$ 1.92
Retail	\$ 4.25	\$ 4.50	\$ 4.00
F&B	\$ 0.62	\$ 1.15	\$ 5.93
Other	\$ 4.34	\$ 2.16	\$ 2.02
TOTAL	\$ 29.79	\$ 31.36	\$ 34.89

Year of Detail	YR 2 Labor %	YR 2 Expense %
1	1%	1%

YEAR	TOTAL ROUNDS OF GOLF		38,361	33,150	39,000	40,110	41,016	41,797	42,195	204,118
	2017	2018	1	2	3	4	5	Year 1-5		
			2019	2020	2021	2022	2023	TOTAL		
REVENUES										
Greens Fees	\$ 403,352	\$ 405,854	\$ 444,562	\$ 461,114	\$ 478,320	\$ 491,838	\$ 501,256	\$ 2,377,090		
Cart Fees	\$ 224,213	\$ 222,219	\$ 257,200	\$ 267,166	\$ 275,935	\$ 283,996	\$ 289,567	\$ 1,373,864		
Driving Range	\$ 72,771	\$ 57,930	\$ 75,000	\$ 77,906	\$ 80,463	\$ 82,814	\$ 84,438	\$ 400,621		
Pro Shop Sales	\$ 163,115	\$ 149,261	\$ 156,000	\$ 162,044	\$ 167,364	\$ 172,253	\$ 175,632	\$ 833,293		
Food (Food & Soft Drinks)	\$ 1,925	\$ 6,235	\$ 138,750	\$ 144,126	\$ 148,857	\$ 153,206	\$ 156,211	\$ 741,150		
Beverages (Alcohol)	\$ 22,001	\$ 31,828	\$ 92,500	\$ 96,084	\$ 99,238	\$ 102,137	\$ 104,141	\$ 494,100		
Other Golf Revenues - Cart Shed Rentals	\$ 64,112	\$ 63,340	\$ 63,000	\$ 63,630	\$ 64,266	\$ 64,909	\$ 65,558	\$ 321,363		
Clinic / School Revenue	\$ 660	\$ 1,700	\$ 15,875	\$ 16,034	\$ 16,194	\$ 16,356	\$ 16,520	\$ 80,978		
Dues Income - Monthly Dues	\$ 88,975	\$ 94,527	\$ 118,000	\$ 119,180	\$ 120,372	\$ 121,576	\$ 122,791	\$ 601,919		
Miscellaneous Income - Capital and PLOT	\$ 101,781	\$ 6,691	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL REVENUE	\$ 1,142,904	\$ 1,039,574	\$ 1,360,887	\$ 1,407,284	\$ 1,451,009	\$ 1,489,085	\$ 1,516,114	\$ 7,224,379		
COST OF SALES										
COGS - Pro Shop Merch	70%	\$ 130,625	\$ 121,035	\$ 109,200	\$ 113,431	\$ 117,154	\$ 120,577	\$ 122,942	\$ 583,305	
COGS - Food	34%	\$ -	\$ -	\$ 47,175	\$ 49,003	\$ 50,611	\$ 52,090	\$ 53,112	\$ 251,991	
COGS - Beverage (alcohol)	31%	\$ -	\$ -	\$ 28,305	\$ 29,402	\$ 30,367	\$ 31,254	\$ 31,867	\$ 151,195	
TOTAL COST OF SALES		\$ 130,625	\$ 121,035	\$ 184,680	\$ 191,836	\$ 198,133	\$ 203,921	\$ 207,921	\$ 986,491	
GROSS INCOME		\$ 1,012,279	\$ 918,539	\$ 1,176,207	\$ 1,215,448	\$ 1,252,876	\$ 1,285,164	\$ 1,308,193	\$ 6,237,888	
LABOR										
			Increase >>	1.0%	1.0%	1.0%	1.0%			
Golf Operations Labor	\$ 327,939	\$ 241,935	\$ 208,155	\$ 210,237	\$ 212,339	\$ 214,462	\$ 216,607	\$ 1,061,800		
Golf Course Maintenance Labor	\$ 327,939	\$ 241,935	\$ 256,095	\$ 258,655	\$ 261,242	\$ 263,854	\$ 266,493	\$ 1,306,340		
Food and Beverage Labor	\$ -	\$ -	\$ 69,168	\$ 69,859	\$ 70,558	\$ 71,263	\$ 71,976	\$ 352,824		
Sales and Marketing Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Direct Labor	\$ 655,877	\$ 483,869	\$ 533,417	\$ 538,751	\$ 544,139	\$ 549,580	\$ 555,076	\$ 2,720,964		
Total Payroll Taxes	\$ 107,494	\$ 79,423	\$ 56,009	\$ 56,569	\$ 57,135	\$ 57,706	\$ 58,283	\$ 285,701		
Total Medical/Health Benefits	\$ 82,114	\$ 67,807	\$ 67,752	\$ 68,430	\$ 69,114	\$ 69,805	\$ 70,503	\$ 345,603		
Insurance - Workers Comp	\$ 10,604	\$ 8,481	\$ 10,668	\$ 10,775	\$ 10,883	\$ 10,992	\$ 11,102	\$ 54,419		
TOTAL LABOR	\$ 856,089	\$ 639,580	\$ 667,846	\$ 674,525	\$ 681,270	\$ 688,083	\$ 694,964	\$ 3,406,687		
Labor as % of Revenue	75%	62%	49%	48%	47%	46%	46%	236%		
Labor Burden %	31%	32%	25%	25%	25%	25%	25%	25%		
OTHER OPERATIONAL EXPENSES										
			Increase >>	1.0%	1.0%	1.0%	1.0%			
Golf Operations Expense	\$ 12,216	\$ 3,902	\$ 11,140	\$ 11,251	\$ 11,364	\$ 11,478	\$ 11,592	\$ 56,825		
General & Administrative Expense	\$ 124,316	\$ 113,562	\$ 235,087	\$ 237,438	\$ 239,812	\$ 242,211	\$ 244,633	\$ 1,199,181		
Golf Course Maintenance Expense	\$ 197,496	\$ 169,963	\$ 190,911	\$ 192,820	\$ 194,748	\$ 196,696	\$ 198,663	\$ 973,838		
Food and Beverage Expense	\$ -	\$ -	\$ 15,500	\$ 15,655	\$ 15,812	\$ 15,970	\$ 16,129	\$ 79,066		
Sales and Marketing Expense	\$ -	\$ -	\$ 20,500	\$ 20,705	\$ 20,912	\$ 21,121	\$ 21,332	\$ 104,571		
Golf Cart Lease	\$ -	\$ -	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 225,000		
EXISTING - Equipment Leases / FF&E	\$ 129,204	\$ 133,479	\$ 68,000	\$ 68,000	\$ 68,000	\$ 68,000	\$ 68,000	\$ 340,000		
Golf Course Improvements	\$ 6,848	\$ 1,395	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance - P and C	\$ -	\$ -	\$ 24,000	\$ 24,240	\$ 24,482	\$ 24,727	\$ 24,974	\$ 122,424		
TOTAL OTHER OPERATIONAL EXPENSES	\$ 470,079	\$ 422,302	\$ 610,138	\$ 615,109	\$ 620,131	\$ 625,202	\$ 630,324	\$ 3,100,904		
TOTAL EXPENSES	\$ 1,326,167	\$ 1,061,881	\$ 1,277,984	\$ 1,289,634	\$ 1,301,401	\$ 1,313,285	\$ 1,325,287	\$ 6,507,591		
OPERATING INCOME	\$ (313,888)	\$ (143,342)	\$ (101,777)	\$ (74,186)	\$ (48,524)	\$ (28,121)	\$ (17,094)	\$ (269,703)		
CUMULATIVE EBITDA	\$ -	\$ -	\$ (101,777)	\$ (175,963)	\$ (224,488)	\$ (252,609)	\$ (269,703)	\$ -		
OPERATING MARGIN	-27%	-14%	-7%	-5%	-3%	-2%	-1%	-4%		

PRO FORMA – OPTION B (6 FULL-TIME EMPLOYEES)



ANNUAL SUMMARY ANALYSIS

Stonetree GC

CLUB SUMMARY

Golf	\$ 18.68	\$ 21.80	\$ 21.02
Range	\$ 1.90	\$ 1.75	\$ 1.92
Retail	\$ 4.25	\$ 4.50	\$ 4.00
F&B	\$ 0.62	\$ 1.15	\$ 5.93
Other	\$ 4.34	\$ 2.16	\$ 2.02
TOTAL	\$ 29.79	\$ 31.36	\$ 34.89

Year of Detail	YR 2 Labor %	1%
1	YR 2 Expense %	1%

YEAR	38,361	33,150	39,000	40,110	41,016	41,797	42,195	204,118
	2017	2018	1	2	3	4	5	Year 1-5
			2019	2020	2021	2022	2023	TOTAL
REVENUES								
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Cart Fees	\$ 224,213	\$ 222,219	\$ 257,200	\$ 267,166	\$ 275,935	\$ 283,996	\$ 289,567	\$ 1,373,864
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Pro Shop Sales	\$ 163,115	\$ 149,261	\$ 156,000	\$ 162,044	\$ 167,364	\$ 172,253	\$ 175,632	\$ 833,293
Food (Food & Soft Drinks)	\$ 1,925	\$ 6,235	\$ 138,750	\$ 144,126	\$ 148,857	\$ 153,206	\$ 156,211	\$ 741,150
Beverages (Alcohol)	\$ 22,001	\$ 31,828	\$ 92,500	\$ 96,084	\$ 99,238	\$ 102,137	\$ 104,141	\$ 494,100
Other Golf Revenues - Cart Shed Rentals	\$ 64,112	\$ 63,340	\$ 63,000	\$ 63,630	\$ 64,266	\$ 64,909	\$ 65,558	\$ 321,363
Clinic / School Revenue	\$ 660	\$ 1,700	\$ 15,875	\$ 16,034	\$ 16,194	\$ 16,356	\$ 16,520	\$ 80,978
Dues Income - Monthly Dues	\$ 88,975	\$ 94,527	\$ 118,000	\$ 119,180	\$ 120,372	\$ 121,576	\$ 122,791	\$ 601,919
Miscellaneous Income - Capital and PLOT	\$ 101,781	\$ 6,681	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 1,142,904	\$ 1,039,574	\$ 1,360,887	\$ 1,407,284	\$ 1,451,009	\$ 1,489,085	\$ 1,516,114	\$ 7,224,379
COST OF SALES								
COGS - Pro Shop Merch.	70%	\$ 130,625	\$ 121,035	\$ 109,200	\$ 113,431	\$ 117,154	\$ 120,577	\$ 583,305
COGS - Food	34%	\$ -	\$ -	\$ 47,175	\$ 49,003	\$ 50,811	\$ 52,090	\$ 251,991
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TOTAL COST OF SALES	\$ 130,625	\$ 121,035	\$ 184,680	\$ 191,836	\$ 198,133	\$ 203,921	\$ 207,921	\$ 986,491
GROSS INCOME	\$ 1,012,279	\$ 918,539	\$ 1,176,207	\$ 1,215,448	\$ 1,252,876	\$ 1,285,164	\$ 1,308,193	\$ 6,237,888
LABOR								
Golf Operations Labor	\$ 327,939	\$ 241,935	Increase >>	1.0%	1.0%	1.0%	1.0%	
Golf Course Maintenance Labor	\$ 327,939	\$ 241,935	\$ 189,381	\$ 191,275	\$ 193,188	\$ 195,120	\$ 197,071	\$ 966,034
Food and Beverage Labor	\$ -	\$ -	\$ 232,161	\$ 234,482	\$ 236,827	\$ 239,195	\$ 241,587	\$ 1,184,253
Sales and Marketing Labor	\$ -	\$ -	\$ 69,168	\$ 69,859	\$ 70,558	\$ 71,263	\$ 71,976	\$ 352,824
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Direct Labor	\$ 655,877	\$ 483,869	\$ 490,709	\$ 495,617	\$ 500,573	\$ 505,578	\$ 510,634	\$ 2,503,111
Total Payroll Taxes	\$ 107,494	\$ 79,423	\$ 51,524	\$ 52,040	\$ 52,560	\$ 53,086	\$ 53,617	\$ 262,827
Total Medical/Health Benefits	\$ 82,114	\$ 67,807	\$ 35,856	\$ 36,215	\$ 36,577	\$ 36,942	\$ 37,312	\$ 182,902
Insurance - Workers Comp	\$ 10,604	\$ 8,481	\$ 9,814	\$ 9,912	\$ 10,011	\$ 10,112	\$ 10,213	\$ 50,062
TOTAL LABOR	\$ 856,089	\$ 639,580	\$ 587,904	\$ 593,783	\$ 599,721	\$ 605,718	\$ 611,775	\$ 2,998,902
Labor as % of Revenue	75%	62%	43%	42%	41%	41%	40%	208%
Labor Burden %	31%	32%	20%	20%	20%	20%	20%	20%
OTHER OPERATIONAL EXPENSES								
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Sales and Marketing Expense	\$ -	\$ -	\$ 15,500	\$ 15,855	\$ 15,812	\$ 15,970	\$ 16,129	\$ 79,066
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Insurance - P and C	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ 24,000	\$ 24,240	\$ 24,482	\$ 24,727	\$ 24,974	\$ 122,424
TOTAL OTHER OPERATIONAL EXPENSES	\$ 470,079	\$ 422,302	\$ 610,138	\$ 615,109	\$ 620,131	\$ 625,202	\$ 630,324	\$ 3,100,904
TOTAL EXPENSES	\$ 1,326,167	\$ 1,061,881	\$ 1,198,042	\$ 1,208,893	\$ 1,219,852	\$ 1,230,920	\$ 1,242,099	\$ 6,099,806
OPERATING INCOME	\$ (313,888)	\$ (143,342)	\$ (21,835)	\$ 6,556	\$ 33,025	\$ 54,244	\$ 66,094	\$ 138,083
CUMULATIVE EBITDAR	\$ -	\$ -	\$ (21,835)	\$ (15,279)	\$ 17,745	\$ 71,989	\$ 138,083	\$ -
OPERATING MARGIN	-27%	-14%	-2%	0%	2%	4%	4%	2%

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Not Applicable

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes

☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

FORM 2
Statement of Organization

1. Proposer

Full Name of Business: Billy Casper Golf, LLC

Principal Business Address: 12700 Sunrise Valley Drive, Suite 300
Reston, VA 20191

Principal Phone Number: 703-761-1444

Local Business Address: 12700 Sunrise Valley Drive, Suite 300
Reston, VA 20191

Local Business Contact: Michael K. Cutler

Local Business Phone: 703-891-3387

Local Business Fax: 703-893-3504

Local Business E-mail: mcutler@billycaspergolf.com

Type of Organization: Golf Management Company

Tax ID #: 86-1092316

License #: _____

Provide names of authorized representative(s) of the Proposer who has/have legal authority to bind the Proposer into contractual obligations:

- (a) Michael K. Cutler
- (b) Peter M. Hill
- (c) Robert C. Morris
- (d) R. Alexander Elmore

2. Proposer(s)

List of all Proposers participating in this proposal

	Name	Address	Area of Responsibility
(a)	<u>Billy Casper Golf, LLC</u>	<u>Reston, VA</u>	<u>Golf Management</u>
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

FORM 3
PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the Proposer certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such Proposer, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted. Proposer guarantees product offered will meet or exceed specifications identified in this RFP.


By signing this document, the Proposer hereby verifies that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes

Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

Proposer must initial next to each addendum received in order to verify receipt:

Addendum #1 MKC  Addendum #2 MKC  Addendum #3 _____
Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

Proposer Must Fill in and Sign:

NAME OF PROPOSER/COMPANY: Billy Casper Golf, LLC
REPRESENTATIVE's NAME: Michael K. Cutler
REPRESENTATIVE's TITLE: Senior Vice President
MAILING ADDRESS: 12700 Sunrise Valley Drive, Suite 300
CITY, STATE, ZIP: Reston, VA 20191
PHONE & FAX NUMBERS: (PH) 703-891-3387 / (FAX) 703-893-3504
E-MAIL ADDRESS: mcutler@billycaspergolf.com
AUTHORIZED SIGNATURE: 
DATE: 16 January 2019

FORM 4
CERTIFICATE OF INSURABILITY

Proposer hereby certifies that, as a Proposer to the City of Killeen for RFP 19-11, Proposer is fully aware of insurance requirements contained in the RFP. Furthermore, Proposer hereby assures the City of Killeen that Proposer is able to produce the insurance coverage required should Proposer be selected for award.



Signature of Proposer

Michael K. Cutler

Printed Name of Signee

Billy Casper Golf, LLC

Company Name

16 January 2019

Date

FORM
5
Non-
Collusion

The undersigned verifies that he/she is duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, City Official or staff, and that the contents of this proposal as to prices, terms and conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.



Signature of Proposer

Michael K. Cutler

Printed Name of

Senior Vice President

Signee Title

Billy Casper Golf, LLC

Company Name

12700 Sunrise Valley Drive, Suite 300

Street

Reston

Address City

VA 20191

State Zip

703-891-3387

Phone

mcutler@billycaspergolf.com

Email

16 January 2019

Date

EXHIBIT C
BEGINNING FF&E

GOLF COURSE FURNITURE INVENTORY

Item	QTY	QTY S	COK# or Serial #	Location	Notes
Desk, L Shape	1		3020-4	PS Office	
Chair W/ Arms, Burgundy, Leather	2		3020-26	PS Office	
Desk, Brown	1		3020-55	PS Office	
File Cabinet, Horizontal, 2D	1		3020-24	PS Office	
Printer, Dell C3760N	1		BV75WW1	PS Office	
Printer, Lexmark CX410E	1		3020-14	PS Office	
Phone, Cisco	1		3020-47 / 3020-56	PS Office	
Monitor, Dell	4		N/A	PS Office	
Computer, Dell	2		1ZCHC42 / 1ZMC42	PS Office	
PA System, Ion	1		N41307147041393	PS Office	
Coat Rack	1		N/A	PS Office	
Safe, Digital, Sentry	1		3020-64	Safe Closet	
Safe, Manual, Gardall	1		3020-65	Safe Closet	
Steamer, Conair	1		3020-98	Safe Closet	
Table, Folding Grey Metal	1		N/A	Electrical Closet	
Monitor, Acer	1		N/A	PS Kitchen	
Computer, HP	1		2UA51214DC	PS Kitchen	
Receipt Printer, Star	2		2480117090600800 / 2480117090600759	PS Kitchen	
Label Maker, Star, W/ Scanner	1		2.28112E+15	PS Kitchen	
Laminator, Wilson	1		3020-60	PS Kitchen	
Microwave, RCA	1		N/A	PS Kitchen	
Microwave, Simply Perfect	1		N/A	PS Kitchen	
Refrigerator Igloo	1		3020-63	PS Kitchen	
Touchscreen Monitor,	3		PL829NTS00879 PL829NTS00261 PL829NTS00160	PS Counter	
Phone, Cisco	2		3020-31 / 3020-38	PS Counter	
Printer, Receipt	2		MXKF392547 / MXKF392551	PS Counter	
CC Machine	3		000323 / WT0500032529 / WT0500023447	PS Counter	
Computer, Dell	2		1ZNCC42 / 1ZLBCH2	PS Counter	
Keurig Coffee Maker	1		N/A	PS Counter	
Drink Fridge, Fogel	1		N/A	PS Floor	
Drink Fridge, True	1		N/A	PS Floor	
Display Stand, Single Club	1		N/A	PS Floor	
Apparel display, Wood Stand	1		N/A	PS Floor	
Apparel display, Metal Stand	1		N/A	PS Floor	
Bench, Puma Red	1		N/A	PS Floor	
Table, Merchandise Display	1		N/A	PS Floor	
TV, Vizio, Wall MTD W/ Cable Box	1		N/A	PS Floor	
Shelf, Metal Cysco	1		N/A	F&B Closet	
Monitor, Dell	2		N/A	PS Front Office	
Computer, Dell	1		1ZKMC42	PS Front Office	
Monitor, Acer	1		N/A	PS Front Office	
Computer, HP	1		2UA5121872	PS Front Office	
Zebra Label Maker	1		29J144000074	PS Front Office	
Office Chair	1		N/A	PS Front Office	
File Cabinet, Vertical, 2D	1		3020-50	PS Front Office	
Phone, Cisco	1		3020-37	PS Front Office	
Pamphlet Display	1		N/A	Front Entry	
Dry Erase Easel	1		N/A	Front Entry	
Lectern	1		N/A	Front Entry	
Chair, Highback Cushioned	2		N/A	Front Entry	
Coffee Table	1		N/A	Front Entry	
Brown Ice Chest	1		N/A	Front Entry	
Chair, Red Padded	11		N/A	Lounge	
Wood Table, Round	2		N/A	Lounge	
Granite Table, Short Round	2		N/A	Lounge	
Granite Table, Tall Round	3		N/A	Lounge	
Chair, Wood Tall Black	6		N/A	Lounge	
Chair, Wood Short Black	6		N/A	Lounge	
TV, LG Wall Mounted with Cable Box	1		N/A	Lounge	
Table, Metal Round	6		N/A	Back Patio	
Table, Square W/Ceramic Inserts	3		N/A	Back Patio	
Chair, Metal	31		N/A	Back Patio	
Waste Receptacle, Plastic	2		N/A	Back Patio	
Chair, Folding Plastic White	88		N/A	Pavilion	
Chair Dolly	1		N/A	Pavilion	
Table, Plastic Round White	12		N/A	Pavilion	

GOLF COURSE FURNITURE INVENTORY

Item	QTY	QTY S	COK# or Serial #	Location	Notes
Round Table Dolly	1		N/A	Pavilion	
Table, Plastic Rectangular	2		N/A	Pavilion	
Rectangular Table Dolly	1		N/A	Pavilion	
Ice Machine	1		N/A	Pavilion	
5 Gal Water Jug	2		N/A	Pavilion	
Ice Chest	3		N/A	Pavilion	
Tables, Various	4		N/A	Kitchen	
Ice Machine	1		N/A	Kitchen	
Drink Coolers	2		N/A	Kitchen	
Hot Dog Warmer	1		N/A	Kitchen	
Grill, Various	3		N/A	Kitchen	
Fryer	1		N/A	Kitchen	
Cabinet, Refrigerated W/Food Prep Surface	1		N/A	Kitchen	
Sink Stations	2		N/A	Kitchen	
Table, Square Wood	10		N/A	Main Dining Room	
Chair, Wood W/Green Cushions	44		N/A	Main Dining Room	
TV LG	1		N/A	Main Dining Room	
Chair, Highback Cushioned	2		N/A	Foyer	
End Table, Glass	1		N/A	Foyer	
Coat Rack	1		N/A	Foyer	
Bench, Metal Rocking	1		N/A	Front patio	
End Table, Metal	1		N/A	Front patio	
Table, Conference	1		N/A	Conference Room	
Chairs, Conference	10		N/A	Conference Room	
Projection Screen MTD	1		N/A	Conference Room	
Chair, Highback Cushioned	4		N/A	Sitting Room	
End Table, Round	2		N/A	Sitting Room	
Shelf, Metal Cysco	1		N/A	Janitor Closet	
Table, Wood	1		N/A	Top of Staircase	
Case, Book	1		3020-7	MGR Office	
Chair, Red Leather	2		N/A	Office 2	
File Cabinet, Vertical, 4D	2		3020-58 / 3020-25	Office 2	
Projector, Dell	1		5285	Office 2	
File Cabinet, Horizontal, 2D	1		3020-23	Office 2	
Desk, L Shape	1		3020-20	Office 2	
Office Chair	1		N/A	Office 2	
Rolling Cabinet	1		3020-6	Office 2	
File Cabinet Vertical, 2D	1		3020-33	Office 2	
Table, Plastic	9		N/A	Upstairs Conference Room	
Chair, Folding W/Red Cushioning	35		N/A	Upstairs Conference Room	
Monitor	1		3020-9	Upstairs Conference Room	
Projection Screen, Portable	1		N/A	Upstairs Conference Room	
Projection Screen, Mountable	1		N/A	Upstairs Conference Room	
Golf Picker Apparatus	2		N/A	Front of Cart Sheds	1 Broken
Eazy Picker Ball Washer	1		N/A	Cart Shed	
Trash Cans 55Gal Grey/Green	5		N/A	Cart Shed	
Ice Chest	2		N/A	Cart Shed	
Gas Can, 5 Gal	2		N/A	Cart Shed	
Ladder, 8Ft	1		N/A	Cart Shed	
Giant Fan W/Wheels	1		N/A	Cart Shed	
Scoreboard, Green	1		N/A	Cart Shed	
Fridge, GE	1		3020-5	Cart Shed	
Desk, Wood	1		N/A	Cart Shed	
Desk, Metal	1		N/A	Cart Shed	
Chair, Office, Brown Leather	1		N/A	Cart Shed	
Compressor, Air 17Gal	1		2816072275	Cart Shed	
Blower, Air, Handheld	2		N/A	Cart Shed	Both Broken
Washer, Pressure	2		N/A	Cart Shed	Both Broken
Tow bar, EZ-Go	2		N/A	Cart Shed	
Tow bar, Yamaha	1		N/A	Cart Shed	
EP Ball Machine	1		N/A	Garage	
Grey 55 Gal Trash Can	1		N/A	Outside garage	
Grey 55 Gal Trash Can	1		N/A	Corner next to cart shed	
Giant Fridge	1		N/A	Garage	
Desk, Various	3		N/A	Garage	
Display Table	1		N/A	Garage	
TV, Flat Screen	1		N/A	Garage	
Table, Folding, Plastic White Rectangular	1		N/A	Garage	
Cabinet, Wood	1		3020-10	Garage	
Water Dispenser	1		N/A	Garage	
Ice Chest	4		N/A	Garage	

GOLF COURSE FURNITURE INVENTORY

[illegible]

GOLF COURSE FURNITURE INVENTORY

[illegible]

GOLF COURSE FURNITURE INVENTORY

[illegible]

GOLF COURSE FURNITURE INVENTORY

[illegible]

SKU	Description	In Stock	On Hand	TOTAL	Avg Cost	Retail Price	Cost of Stock	Retail Value
FB001	Gatorade	153	127	-26	\$ 0.63	\$ 2.50	\$ 96.01	\$ 382.50
FB002	Water	142	136	-6	\$ 0.13	\$ 1.00	\$ 18.18	\$ 142.00
FB006	Chips	193	138	-55	\$ 0.28	\$ 0.75	\$ 53.48	\$ 144.75
FB008	Crackers Peanuts	134	133	-1	\$ 0.20	\$ 0.75	\$ 26.71	\$ 100.50
FB011	Michelob Ultra	119	104	-15	\$ 1.09	\$ 3.00	\$ 129.79	\$ 357.00
FB012	Bud Light	69	33	-36	\$ 0.99	\$ 3.00	\$ 68.39	\$ 207.00
FB017	Corona Premier	98	79	-19	\$ 1.21	\$ 3.00	\$ 118.27	\$ 294.00
GCGS05	Range Key	14	3	-11	\$ 8.87	\$ 10.00	\$ 124.18	\$ 140.00
MEAC001	2 3/4 In. Tees Bag 15	1525	890	-635	\$ 0.34	\$ 0.74	\$ 516.82	\$ 1,128.50
MEAC002	2011 Adidas Spikes	1	0	-1	\$ 8.11	\$ 11.95	\$ 8.11	\$ 11.95
MEAC005	Adidas Webbing Belt	1	0	-1	\$ 8.82	\$ 10.00	\$ 8.82	\$ 10.00
MEAC017	ChampClbBrshW/ZipLne	6	0	-6	\$ 3.66	\$ 6.00	\$ 21.96	\$ 36.00
MEAC059	Stonetree Yard Book	200	146	-54	\$ 4.95	\$ 10.00	\$ 990.00	\$ 2,000.00
MEAC102	US Kids Packet	16	13	-3	\$ 10.00	\$ 16.00	\$ 160.00	\$ 256.00
MEAP034	DriFit Stonetree TShirt	13		-13	\$ 10.18	\$ 18.00	\$ 132.34	\$ 234.00
MEAP036	Nike 2014 Sport Tee	2		-2	\$ 15.20	\$ 20.00	\$ 30.40	\$ 40.00
MEAP038	Page&Tut Ls City Logo	115	115	0	\$ 7.33	\$ 15.00	\$ 842.95	\$ 1,725.00
MEAP039	Ply Assist Wls Staff Shirt	7	1	-6	\$ 14.00	\$ 15.50	\$ 98.00	\$ 108.50
MEAP069	Boys Polo by GARB	8	7	-1	\$ 9.23	\$ 15.00	\$ 73.80	\$ 120.00
MEAP071	Girls Polo by GARB	15	13	-2	\$ 9.23	\$ 15.00	\$ 138.38	\$ 225.00
MEAP073	Player Assistant Polo	29	21	-8	\$ 19.01	\$ 45.00	\$ 551.39	\$ 1,305.00
MEAP078	CB Mason Jacket	1		-1	\$ 39.93	\$ 85.00	\$ 39.93	\$ 85.00
MEAP079	CB Field Jacket	1		-1	\$ 62.40	\$ 100.00	\$ 62.40	\$ 100.00
MEAP082	Cutter Buck 2017 Polo	6	5	-1	\$ 22.80	\$ 34.95	\$ 136.81	\$ 209.70
MEAP093	CB 1/2 Zip Logo Outerwear	1		-1	\$ 33.56	\$ 60.00	\$ 33.56	\$ 60.00
MEAP110	10 Yr Employee Service Jacket	8		-8	\$ 33.49	\$ 80.00	\$ 267.92	\$ 640.00
MEAP111	15 Yr Employee Service Jacket	3		-3	\$ 42.06	\$ 85.00	\$ 126.18	\$ 255.00
MEAP119	COK Service Award Coat	4		-4	\$ 31.53	\$ 39.00	\$ 126.12	\$ 156.00
MEAP121	CB8667	1		-1	\$ 16.48	\$ 25.00	\$ 16.48	\$ 25.00
MEAP200	2017 Cutter n Buck Fashion	29	25	-4	\$ 23.34	\$ 35.00	\$ 676.86	\$ 1,015.00
MEAP205	2018 Nike Shorts	9	6	-3	\$ 33.23	\$ 60.00	\$ 299.07	\$ 540.00
MEBA015	Titleist ProV1 Specd Imp	4	3	-1	\$ 19.64	\$ 30.00	\$ 78.56	\$ 120.00
MEBA029	Soft Feel Dozen by Srixon	25	24	-1	\$ 14.04	\$ 19.00	\$ 350.91	\$ 475.00
MEBA031	Z Star by Srixon (Dozen)	16	15	-1	\$ 28.13	\$ 36.00	\$ 450.08	\$ 576.00
MEBA075	2018 Callaway Chrome Soft	65	19	-46	\$ 8.58	\$ 12.75	\$ 557.79	\$ 828.75
MEBA26	Pro V1 Loyalty Order	4		-4	\$ 120.86	\$ 135.00	\$ 483.44	\$ 540.00
MEBG011	La Jolla Orig Jr S Bag	2	1	-1	\$ 26.60	\$ 69.95	\$ 53.20	\$ 139.90
MEBG014	Ping High School w Logo	1		-1	\$ 109.86	\$ 170.00	\$ 109.86	\$ 170.00
MEBG051	2018 Belton HS Bag	3	2	-1	\$ 132.65	\$ 180.00	\$ 397.95	\$ 540.00
MECL118	Titleist SM7 Wedge	11	10	-1	\$ 101.64	\$ 149.00	\$ 1,118.05	\$ 1,639.00
MEDE014	Ping G30 Hybrid	1	0	-1	\$ 74.43	\$ 179.95	\$ 74.43	\$ 179.95
MEDE043	Demo Callaway Apex Irons	1	0	-1	\$ 731.91	\$ 1,499.00	\$ 731.91	\$ 1,499.00
MEFB011	Trail Mix	45	27	-18	\$ 0.31	\$ 1.00	\$ 14.09	\$ 45.00
MEFB023	Honey Bun	18	0	-18	\$ 0.86	\$ 2.00	\$ 15.41	\$ 36.00
MEFB024	Beef Jerky	44	41	-3	\$ 1.08	\$ 2.00	\$ 47.52	\$ 88.00
MEFB17	Bottled Soda	225	185	-40	\$ 0.47	\$ 2.00	\$ 104.83	\$ 450.00
MEFO066	Footjoy Pro S/L	15	11	-4	\$ 95.14	\$ 129.00	\$ 1,427.10	\$ 1,935.00
MEFO090	2018 Nike Roshe G	6	4	-2	\$ 50.83	\$ 79.00	\$ 304.98	\$ 474.00
MEGE076	Lucky Headwear	28	20	-8	\$ 19.00	\$ 29.00	\$ 532.00	\$ 812.00
MEGL006	Callaway Fusion Pro	48	43	-5	\$ 8.99	\$ 16.95	\$ 431.41	\$ 813.60
MEGL007	Callaway Winter/Rain Gloves	23	18	-5	\$ 14.77	\$ 21.00	\$ 339.73	\$ 483.00
MEGR003	GlfPrdeWhtOutMltCmpd	2	0	-2	\$ 8.35	\$ 10.95	\$ 16.70	\$ 21.90
MEGR005	Shaft Extenders	4	0	-4	\$ 3.19	\$ 5.95	\$ 12.76	\$ 23.80
MEHE012	Non Imprinted Beanie	9	7	-2	\$ 2.90	\$ 10.00	\$ 26.10	\$ 90.00
MEHE017	Pukka Fitd StoneTCap	13	11	-2	\$ 9.40	\$ 19.95	\$ 122.20	\$ 259.35
MEHE023	StoneT Academy Cap	39	1	-38	\$ 10.67	\$ 15.00	\$ 416.25	\$ 585.00
MEHE046	2017 Taylor Made Cap	7	6	-1	\$ 13.52	\$ 24.95	\$ 94.64	\$ 174.65
MEHE125	2018 Titleist Headwear	48	43	-5	\$ 13.44	\$ 27.50	\$ 645.12	\$ 1,320.00
MEPU011	Scotty Cameron 2012	1	0	-1	\$ 227.80	\$ 235.00	\$ 227.80	\$ 235.00
MESE008	WilsLdyTourRxSetW/BG	1	0	-1	\$ 131.09	\$ 229.95	\$ 131.09	\$ 229.95
MESE065	US Kids 57U Set	3	2	-1	\$ 140.95	\$ 185.00	\$ 422.85	\$ 555.00
MEUS001	904 Fairway	1	0	-1	\$ 10.00	\$ 39.95	\$ 10.00	\$ 39.95

\$Diff	Explanation of Loss
(16.38)	No Explanation
(0.78)	No Explanation
(15.40)	No Explanation
(144.75)	
(100.50)	No Explanation
(357.00)	3 cases of bad beer in the garage
(207.00)	No Explanation
(22.99)	No Explanation
(97.57)	Given to volunteers to use on range
(215.90)	Used during junior camps and tournaments
(8.11)	No Explanation
(8.82)	No Explanation
(21.96)	No Explanation
(267.30)	Used during Kids Tournaments
(30.00)	Used during Junior camps and tournaments
(132.34)	?? COK ??
(30.40)	?? COK ??
-	Located in Storage Garage
(84.00)	Issued to Marshalls and Starters
(9.23)	Used during Junior camps and tournaments
(18.46)	Used during Junior camps and tournaments
(152.08)	Issued to Marshalls and Starters
(39.93)	?? COK ??
(62.40)	?? COK ??
(22.80)	No Explanation
(33.56)	?? COK ??
(267.92)	?? COK ??
(126.18)	?? COK ??
(126.12)	?? COK ??
(16.48)	?? COK ??
(93.36)	No Explanation
(99.69)	No Explanation
(19.64)	No Explanation
(14.04)	No Explanation
(28.13)	No Explanation
(394.68)	Waiting on Calloway to finish Return
(483.44)	MISSING Bad Entry by M. Mullins (Delete)
(26.60)	No Explanation
(109.86)	No Explanation
(132.65)	Donated to student by T. Felder
(101.64)	Accidentally sold as a Cleveland RTX 4. Needs adjustment
(74.43)	MISSING
(731.91)	Returned to Calloway - Never deleted from system
(5.58)	No Explanation
(15.48)	No Explanation
(3.24)	No Explanation
(18.80)	No Explanation
(380.56)	2 EA issued to employees / 1 Missing
(101.66)	No Explanation
(152.00)	No Explanation
(44.95)	No Explanation
(73.85)	No Explanation
(16.70)	No Explanation
(12.76)	No Explanation
(5.80)	No Explanation
(18.80)	No Explanation
(405.46)	Issued to Junior Camps
(13.52)	No Explanation
(67.20)	No Explanation
(227.80)	No Explanation
(131.09)	No Explanation
(140.95)	No Explanation
(10.00)	Broken Rental that was disposed of

This is the total amount of items that are missing from the pro-shop /need to be deleted from the system.

\$ (6,003.01)

Brand	Vendor	Type	Status	Model	Serial/VIN	Condition	Start	Year	End	Replacement Year	year	Life	(+/-)	Est. Cost
Toro	PTP	Fairway Mower	Lease	3575-D	3821401230464	new	8/1/2017	2017	7/1/2021	2021	2021	4	4	\$48,500.00
Toro	PTP	Fairway Reel	Lease	Left Front	03639-400968836	new	8/1/2017	2017	7/1/2021	2021	2021	4	4	\$0.00
Toro	PTP	Fairway Reel	Lease	Right Front	03639-400968835	new	8/1/2017	2017	7/1/2021	2021	2021	4	4	\$0.00
Toro	PTP	Fairway Reel	Lease	Center	03639-400968862	new	8/1/2017	2017	7/1/2021	2021	2021	4	4	\$0.00
Toro	PTP	Fairway Reel	Lease	Left Rear	03639-400968830	new	8/1/2017	2017	7/1/2021	2021	2021	4	4	\$0.00
Toro	PTP	Fairway Reel	Lease	Right Rear	03639-400968834	new	8/1/2017	2017	7/1/2021	2021	2021	4	4	\$0.00
Toro	PTP	Fairway Mower	Lease	3575-D	03821-401230463	new	8/1/2017	2017	7/1/2021	2021	2021	4	4	\$48,500.00
Toro	PTP	Fairway Reel	Lease	Left Front	03639-400698858	new	8/1/2017	2017	7/1/2021	2021	2021	4	4	\$0.00
Toro	PTP	Fairway Reel	Lease	Right Front	03639-400968860	new	8/1/2017	2017	7/1/2021	2021	2021	4	4	\$0.00
Toro	PTP	Fairway Reel	Lease	Center	03639-400968859	new	8/1/2017	2017	7/1/2021	2021	2021	4	4	\$0.00
Toro	PTP	Fairway Reel	Lease	Left Rear	03639-400968857	new	8/1/2017	2017	7/1/2021	2021	2021	4	4	\$0.00
Toro	PTP	Fairway Reel	Lease	Right Rear	03639-400968861	new	8/1/2017	2017	7/1/2021	2021	2021	4	4	\$0.00
Gravelly	Empire Seed	Zero Turn	own	Pro-Turn 260	992281-060281	new								\$9,500.00
Toro	PTP	Greensmaster	Lease	Greensmaster 3150	04358-401196196	new	8/1/2017	2017	7/1/2021	2021	2021	4	4	\$30,000.00
Toro	PTP	Greens Reel	Lease	Left Front	04656-316000387	new	8/2/2017	2017	7/2/2021	2021	2021	4	4	\$0.00
Toro	PTP	Greens Reel	Lease	Right Front	4656-316000388	new	8/3/2017	2017	7/3/2021	2021	2021	4	4	\$0.00
Toro	PTP	Greens Reel	Lease	Center	04656-316000386	new	8/4/2017	2017	7/4/2021	2021	2021	4	4	\$0.00
Toro	PTP	Greensmaster	Lease	Greensmaster 3150	04358-401196192	new	8/5/2017	2017	7/5/2021	2021	2021	4	4	\$30,000.00
Toro	PTP	Greens Reel	Lease	Left Front	04656-316000434	new	8/6/2017	2017	7/6/2021	2021	2021	4	4	\$0.00
Toro	PTP	Greens Reel	Lease	Right Front	04656-316000438	new	8/7/2017	2017	7/7/2021	2021	2021	4	4	\$0.00
Toro	PTP	Greens Reel	Lease	Center	04656-316000437	new	8/8/2017	2017	7/8/2021	2021	2021	4	4	\$0.00
Toro	PTP	Utility Vehicle	Lease	NO. 07042	400780585	new	8/9/2017	2017	7/9/2021	2021	2021	4	4	\$10,000.00
Pro-Flex	C&M	Rough Mower	Lease	120 Progressive	1527212413	new	8/1/2017	2017	7/1/2021	2021	2021	4	4	\$25,000.00
Toro	PTP	Walk Mower	own	Greensmaster 1000	04052-80415									\$10,000.00
Toro	PTP	Walk Mower	own	Greensmaster 1000	04052-90146									\$10,000.00
Toro	PTP	flex 21 Geensmower	own	Flex 21	312001690	used	5/1/2017	2017	2018	2018	2018	1	1	\$10,000.00
Toro	PTP	Greens Reel		Flex 21	312000995									\$0.00
Toro	PTP	flex 21 greensmower	own	Flex 21	312001261	used	5/2/2017	2017	2018	2018	2018	1	1	\$10,000.00
Toro	PTP	Greens Reel		Flex 21	312000992									\$0.00
Toro	PTP	flex 21 greensmower	own	Flex 21	312001693	used	5/3/2017	2017	2018	2018	2018	1	1	\$10,000.00
Toro	PTP	Greens Reel		Flex 21	312000987									\$0.00
Toro	PTP	Prosweeper	own	0-7068	316000174	new	2/1/2017	2017	2037	2037	2037	20	20	\$10,000.00
Ventrac	C&M	Tough Cut Deck	own	HQ680	179519435	new	12/1/2016	2016	2022	2022	2022	5	5	\$4,000.00
Ventrac	C&M	Contour Deck	1\$	MJ840	MJ840-CA2086	new	4/1/2016	2016	2021	2021	2021	5	4	\$7,000.00
Ventrac	C&M	Utility Mower	1\$	4500Y	4500Y-AJ04249	New	4/1/2016	2016	Apr-21	2023	2023	7	6	\$23,000.00
Sweep N Fill	Gails Flags	Brush attachment	own	Snf111 turf brush	00-1194	new	10/1/2015	2015	2015	2025	2025	10	8	\$4,500.00
John Deere	AT&T	Utility Vehicle	Lease	Pro Gator	1TC202ACFT080756	NEW								
John Deere	AT&T	Triplex Mower	Lease	2500B	1TC250BGCF090260	New	10/15/2015	2015	May 17 2019	2018	2018	3	1	\$30,000.00
John Deere	AT&T	Tee Mower Reel	Lease	2500B	1M0022MCCEM070007	New	10/16/2015	2015	2018	2018	2018	3	1	\$2,500.00

Equipment that is on property but not listed

- 1
- water sewer pump
- 2
- utility bed for toro
- 3
- utility bed John Deere
- 4
- Trailer with tank
- 5
- white fuel tank
- 6
- front loader attachment bucket
- 7
- Toro workman utility vehicle 401098387
- 8
- Honda trash pump
- 9
- mallinckrodt spray hawk
- 10
- black spray hawk
- 11
- Top dresser att.
- 12
- Jacobsen greens mower22
- 13
- Jacobsen greens mower22
- 14
- Toro pro force
- 15
- United rental compactor
- 16
- Wesco Reel lift
- 17
- Herd broadcast spreader
- 18
- tractor supply utility trailor
- 19
- Anderson drop spreader
- 20
- Ransome Groom master 675
- 21
- Jac tri plex may be AR5
- 22
- Ditch witch rt 40-592
- 23
- Jac random reels
- 24
- boat and trailer
- 25
- Jac spiker reels
- 26
- Yellow fuel locker
- 27
- the original golf lift
- 28
- John Deere verti cut reel
- 29
- John Deere verti cut reel
- 30
- John Deere verti cut reel
- 31
- Foley grider model 4401952
- 32
- Jac verticut reels
- 33
- Jac verticut reels
- 34
- Jac verticut reels
- 35
- Yamaha golf cart 1
- 36
- John Deere pro gator 2020a
- 37
- Toro workman gtx
- 39
- Hover mowers

John Deere	AT&T	Tee Mower Reel	Lease	2500B	1M0022MCCEM070010	New	10/17/2015	2015	2018	2018	2018	3	1	\$2,500.00
John Deere	AT&T	Tee Mower Reel	Lease	2500B	1M0022MCTEM070008	New	10/18/2015	2015	2018	2018	2018	3	1	\$2,500.00
Bernhard	AT&T	Reel Grinder	own	ED2000	11696	good	5/1/2015	2015	2022	2022	2022	7	5	\$25,000.00
Bernhard	AT&T	Bedknife Grinder	own	AM2000	11700	good	5/1/2015	2015	2022	2022	2022	7	5	\$15,000.00
Toro	PTP	Bunker Machine	1\$	5040	314000461	Excellent	7/1/2014	2014	Jul-19	2024	2024	10	7	\$19,000.00
Chevrolet	All American	Fuel Truck	own	3500	1GBJC34D67E137438	Good	6/28/1905	2006	2016	2016	2016	10	-1	\$40,000.00
John Deere	AT&T	Tractor	1\$	4120	1LV4120HPCH916030	Excellent	7/1/2013	2013	Jul-18	2023	2018	10	6	\$26,466.00
John Deere	AT&T	Topdresser	1\$	TD150	1TC100GXHBT055079	Excellent	7/13/2013	2013	Jul-18	2023	2018	10	6	\$6,022.00
John Deere	AT&T	Sprayer Attachment	1\$	HD300	1TC300GXEDT045052	Excellent	7/13/2013	2013	Jul-18	2018	2018	5	1	\$16,102.00
John Deere	AT&T	Utility Vehicle	1\$	Pro Gator	1TC202ATTD070114	Excellent	7/13/2013	2013	Jul-18	2023	2018	10	6	\$23,419.00
EZGo	C&M	Utility Vehicle	own	Terrain 1000	2849503	Excellent	7/5/1905	2013	2020	2020	2020	7	3	\$8,000.00
EZGo	C&M	Utility Vehicle	own	Terrain 1000	2849504	Excellent	7/5/1905	2013	2020	2020	2020	7	3	\$8,000.00
Kearney	Kempner	Flat Bed Trailer	own	Plate 9016889	5LCLB202XD1029443	Excellent	7/5/1905	2013	2023	2023	2023	10	6	\$2,000.00
	Kempner	Dump Trailer	own	Plate 9016827	132HD1226A1004166	Good	7/3/1905	2011	2021	2021	2021	10	4	\$4,000.00
Ryan	C&M	Jr. Sod Cutter Pro	own	544954C	54495400933	Excellent	7/5/1905	2013	2023	2023	2023	10	6	\$5,000.00
EZgo	C&M	Utility Vehicle	own	ST400	2721562	Excellent	7/2/1905	2010	2017	2017	2017	7	0	\$8,000.00
Jacobsen	C&M	Rough Mower	own	AR522	066096-01932	Excellent	7/4/1905	2012	2015	2015	2015	3	-2	\$40,000.00
Cushman	C&M	Utility Vehicle	own	Truckster-84067	840670001811	Excellent	7/4/1905	2012	2018	2018	2018	6	1	\$20,000.00
Jacobsen	C&M	Triplex Mower	own	Greensking IV	6230601841	fair	7/4/1905	2012	2015	2015	2015	3	-2	\$17,000.00
Jacobsen	C&M	LH 11Bld Grn Reel	own	Greensking IV	6862122416	Excellent	7/4/1905	2012	2015	2015	2015	3	-2	\$1,300.00
Jacobsen	C&M	RH 11 Bld Grn Reel	own	Greensking IV	6862223878	Excellent	7/4/1905	2012	2015	2015	2015	3	-2	\$1,300.00
Jacobsen	C&M	RH 11 Bld Grn Reel	own	Greensking IV	6862223877	Excellent	7/4/1905	2012	2017	2017	2017	3	0	\$1,300.00
Jacobsen	C&M	Utility Vehicle	own	ST400	2736902	Excellent	7/4/1905	2012	2019	2019	2019	7	2	\$8,000.00
Jacobsen	C&M	LH 9Bld Grn Reel	own	Greensking IV	6859921003	Good	7/1/1905	2009	2012	2012	2012	3	-5	\$1,200.00
Jacobsen	C&M	RH 9 Bld Grn Reel	own	Greensking IV	6860021035	Good	7/1/1905	2009	2012	2012	2012	3	-5	\$1,200.00
Jacobsen	C&M	RH 9Bld Grn Reel	own	Greensking IV	6860021036	Good	7/1/1905	2009	2012	2012	2012	3	-5	\$1,200.00
Jacobsen	PTP	Aerifier	own	ProCore 648	310000174	Excellent	7/2/1905	2010	2020	2020	2020	10	3	\$26,264.00
Jacobsen	C&M	LH Verticut Reel	own	Greensking IV	6859921003	Good	7/1/1905	2009	2015	2015	2015	6	-2	\$1,200.00
Jacobsen	C&M	RH Verticut Reel	own	Greensking IV	6860021035	Good	7/1/1905	2009	2015	2015	2015	6	-2	\$1,200.00
Jacobsen	C&M	RH Verticut Reel	own	Greensking IV	6860021036	Good	7/1/1905	2009	2015	2015	2015	6	-2	\$1,200.00
Jacobsen	C&M	Greens Roller	own	7580	T4409	Good	7/4/1905	2012	2015	2015	2015	3	-2	\$12,000.00
Jacobsen	C&M	Greens Roller	Own	7540D	T2083	Good	6/30/1905	2008	2013	2013	2013	5	-4	\$12,000.00
Jacobsen	Austin Turf	Blower	Own	CKB-3	17845	Excellent	7/2/1905	2010	2015	2015	2015	5	-2	\$6,000.00
Jacobsen		Attachment	Own	60	6020101	Good	6/17/1905	1995	2015	2015	2015	20	-2	\$16,000.00
Jacobsen	Chief 8	Shredder Attachment	Own	C-8	4181	fair	6/27/1905	2005	2017	2017	2017	12	0	\$2,000.00
Jacobsen		Trencher	Own	360	JAFO198309	fair	6/19/1905	1997	2017	2017	2017	20	0	\$35,000.00
Jacobsen	Belshe	Trailer	Own	WB-2	16jf01224b1030320	fair	6/19/1905	1997	2017	2017	2017	20	0	\$5,000.00
Jacobsen	C&M	Fairway Mower	Own	LF 3800	6794802191	poor	6/28/1905	2006	2013	2013	2013	7	-4	\$43,000.00
Jacobsen		Fairway Reel	own	Right Front	6785807511	poor								\$0.00
Jacobsen		Fairway Reel	own	Center	6785807585	poor								\$0.00

Jacobsen		Fairway Reel	own	Left Front	6785807594	poor								\$0.00
Jacobsen		Fairway Reel	own	Left Rear	6785807595	poor								\$0.00
Jacobsen		Fairway Reel	own	Right Rear	6785807592	poor								\$0.00
Jacobsen	C&M	Greensmower	Own	1962D	62277-1660	poor	6/23/1905	2001	2008	2008	2008	7	-9	\$22,000.00
Jacobsen	PTP	Bedknife Grinder	Own	3084A	164	fair	6/11/1905	1989	2018	2009	2018	20	-8	\$18,000.00
Jacobsen	PTP	Reel Grinder	Own	3096	176	fair	6/11/1905	1989	2018	2009	2018	20	-8	\$30,000.00
Jacobsen	C&M	Attachment	Own	Core Harvester	4119652-00001676	fair	6/25/1905	2003	2015	2015	2015	12	-2	\$8,000.00
John Deere	Austin Turf	Tractor/Backhoe	Own	5105	LV5105C611458	poor	6/27/1905	2005	2020	2020	2020	15	3	\$50,000.00
John Deere		Loader Attach.		522	W00522X004848									\$0.00
John Deere	Austin Turf	Tractor	Own	4600 Gear Driven	LV4600P363066	fair	6/27/1905	2005	2015	2015	2015	10	-2	\$50,000.00
	Automax	Truck	Own	F150	1FTDF1720VKD29368	poor	6/19/1905	1997	2007	2007	2007	10	-10	\$40,000.00
Jacobsen	C&M	Attachment	Own	TD1500		fair	6/24/1905	2002	2012	2012	2012	10	-5	\$5,000.00
Jacobsen	C&M	Attachment	Own	Widespin 1530	RCI#118385	fair	6/26/1905	2004	2014	2014	2014	10	-3	\$11,000.00
Jacobsen	C&M	Spreader	Own	1250	23205111015161	fair	6/23/1905	2001	2015	2016	2015	15	-1	\$6,000.00
Jacobsen	PTP	Spreader	Own			poor	6/22/1905	2000	2010	2010	2010	10	-7	\$6,000.00
Jacobsen	Galls Flags	Attachment	Own	CP66N	AW060S-1B17-D	fair	6/20/1905	1998	2018	2018	2018	20	1	\$12,000.00
Jacobsen	C&M	Utility Vehicle	Own	ST400	2719154	Excellent	7/3/1905	2011	2018	2018	2018	7	1	\$8,000.00
Jacobsen	C&M	Bunker Machine	Own	898924A	00006587	poor	6/22/1905	2000	2007	2007	2007	7	-10	\$16,000.00
Jacobsen	C&M	Sod Cutter	Own	544844-7810	75224	fair	6/2/1905	1980	1992	1992	1992	12	-25	\$8,000.00
Jacobsen	PTP	Workman 3300D	Own	7205	210000151	poor	6/23/1905	2001	2011	2011	2011	10	-6	\$20,000.00
Jacobsen		Concrete Mixer	Own	GHM105890	52828	good	6/23/1905	2001	2021	2021	2021	20	4	\$500.00
Jacobsen	Trac. Supply	Attachment-Tiller	Own	TG-60-YK	900145682	Excellent	7/2/1905	2010	2030	2030	2030	20	13	\$2,000.00
Jacobsen	Trac. Supply	Attachment-Box Blade	Own	E14-021	HK-60-659	Good	6/22/1905	2000	2020	2020	2020	20	3	\$2,000.00
Jacobsen	C&M	Range Picker	own	Terrain 1000	2815161	Good	7/4/1905	2012	2015	2015	2015	3	-2	\$8,000.00
Jacobsen		Bev. Cart	own	G23A	JU5-500119	poor	6/29/1905	2007	2014	2014	2014	7	-3	\$12,000.00
Jacobsen	Connell	SUV	own	Durango	1D8HD482X7F585392	good	6/29/1905	2007	2014	2014	2014	10	-3	\$35,000.00

Total\$788,873.00

Fleet came and picked up this machine and it is still listed on their master list!

EXHIBIT D
EXISTING VENDOR AGREEMENTS

EXHIBIT E
IT HARDWARE

Billy Casper Golf Management

Date: March 19, 2019

Pricing: Mar 2019

Manager: Mike Cutler
 Course Name: Stonetree Golf Club
 Street Address: 1600 Stonetree Drive
 City, State, ZIP: Killeen, TX 46543
 Phone: 254-501-6575

Qty	Description	Unit Price	Line Total
	Computers		
2.00	Golf Shop POS	\$ 549.99	\$ 1,099.98
1.00	Food and Beverage iPad - wireless	\$ 329.99	\$ 329.99
1.00	Starter/Beverage Cart iPad - cellular	\$ 344.98	\$ 344.98
2.00	Admin Desktop	\$ 799.99	\$ 1,599.98
1.00	Admin Laptop	\$ 1,355.99	\$ 1,355.99
0.00	Admin Docking Station	\$ 179.99	\$ -
1.00	Maintenance Desktop	\$ 799.99	\$ 799.99
1.00	Maintenance Laptop	\$ 1,355.99	\$ 1,355.99
0.00	Other Workstation (Handicap)	\$ 799.99	\$ -
	Peripherals		
0.00	17 Inch Monitor (Server)	\$ 126.49	\$ -
2.00	19 Inch Monitor (Admin)	\$ 181.55	\$ 363.10
2.00	19.5 inch Elo Touchscreen (Golf Shop POS)	\$ 519.99	\$ 1,039.98
2.00	Star TSP100 USB (Golf Shop Receipt Printer)	\$ 199.99	\$ 399.98
1.00	Star TSP100 LAN (F+B Receipt Printer)	\$ 389.99	\$ 389.99
0.00	Star TSP1000 WLAN (F+B Receipt Printer Wireless)	\$ 234.99	\$ -
1.00	Star TSP700 LAN (Kitchen Impact Printer)	\$ 299.99	\$ 299.99
3.00	APG Cashdrawer	\$ 139.99	\$ 419.97
3.00	APG Cashdrawer Cable	\$ 7.99	\$ 23.97
2.00	Voyager 1200g - Barcode Scanner	\$ 81.99	\$ 163.98
1.00	Dymo Labelwriter 450 Turbo	\$ 89.99	\$ 89.99
2.00	Dymo Labels (500 ct)	\$ 16.69	\$ 33.38
1.00	iPad Windfall Stand	\$ 124.99	\$ 124.99
1.00	Otterbox Defender Series	\$ 89.99	\$ 89.99
2.00	G1 Desktop Magtek CC Swipe	\$ 79.99	\$ 159.98
1.00	G1 iPad 10 pin CC Swipe	\$ 99.99	\$ 99.99
	Network Equipment		
1.00	Meraki MX64	\$ 829.00	\$ 829.00
0.00	US-8	\$ 99.99	\$ -
0.00	US-8-60W	\$ 109.99	\$ -
0.00	US-8-150W	\$ 199.99	\$ -
0.00	US-16-150W	\$ 289.99	\$ -
1.00	US-24-250W	\$ 399.99	\$ 399.99
0.00	US-48-500W	\$ 799.99	\$ -
4.00	Unifi AP/AC Pro (Public/Private)	\$ 139.99	\$ 559.96
0.00	Wireless Bridge (tyically for clubhouse to maint)	\$ 200.00	\$ -
0.00	100 Foot CAT5 Cable	\$ 29.61	\$ -
0.00	50 Foot CAT5 Cable	\$ 7.64	\$ -
0.00	14 Foot CAT5 Cable	\$ 2.53	\$ -
0.00	7 Foot CAT5 Cable	\$ 1.16	\$ -
0.00	25 Foot CAT5 Cable	\$ 2.95	\$ -
	Power		

6.00	APC Battery Back Up - 650VA, 120V	\$	56.89	\$	341.34
1.00	APC Battery Back Up - 1000VA, 120V	\$	129.99	\$	129.99
	Phone System				
1.00	Annual Phone System Lease	\$	2,400.00	\$	2,400.00
			Subtotal	\$	15,246.46

If the quote is accepted, please initial below.

VOP/Regional Manager Initials: _____

Thank you for your business!

[Address] 12700 Sunrise Valley Drive, Reston, VA 20191 [Phone] 703-761-1444 [Email] support@billycaspergolf.com

EXHIBIT F
INSURANCE SCHEDULE

Billy Casper Golf Management, Inc.

Schedule of Insurance

January 1, 2019 - January 1, 2020

Property - ACE American Insurance Company (Venture)
Policy #MAU D38116654 003

Coverage	Limits	Deductibles
Building	\$25,000,000	\$10,000
Personal Property	Included	\$10,000
Carts & Equipment	Included	\$1,000
Business Income/Extra Expense	Included	0 Hour Waiting Period
Automatic Coverage/Newly Acquired Locations	\$5,000,000	\$100,000
Service Interruption	\$5,000,000	24 Hour Waiting Period
Boiler & Machinery	\$25,000,000	\$100,000
Damage to Golf Course - Tees, Greens, Bunkers, Putting Surfaces, Practice Driving Ranges, Private Roadways (specified perils only)	\$2,500,000 Per Location	Varies based on location and cause of loss.
Landscaping	\$5,000 Per Tree/Shrub/Plant \$250,000 Per Occurrence Including Debris Removal	Varies based on location and cause of loss.
Damage to Dams, Dikes and Retaining Walls for Property Damage	Included in Real and Personal Property	\$100,000
Named Windstorm	\$25,000,000	Tier 1: 5% of TIV subject to \$500,000 Minimum Tier 2: 2% of TIV subject to \$250,000 Minimum Hail: \$100,000 per occurrence
Earthquake	All Other Zones: \$5,000,000 Occurrence/Aggregate CA, HI and AK Only: \$2,500,000 Occurrence/Aggregate	All Other Zones: \$100,000 CA, HI and AK Only: 5% of TIV subject to \$500,000 Minimum Pacific Northwest & New Madrid: 3% of TIV subject to \$100,000 Minimum
Flood	All Other Flood Zones: \$5,000,000 Occurrence/Aggregate Flood Zones A and V: \$2,500,000 Occurrence/Aggregate	All Other Flood Zones: \$100,000 Flood Zones A and V: NFIP Max Limit plus \$100,000 for BI Named Windstorm: 5% of TIV subject to \$500,000 Minimum
Flood - Tees, Greens, Fairways & Bunkers	\$1,000,000	\$25,000

Excess Property - Great American Insurance Company (RT Specialty) Policy #CPP 2982512 00		
Building	\$75,000,000 excess of \$25,000,000	Per Primary Coverage
Personal Property	Included	Per Primary Coverage
Business Income/Extra Expense (including Rental Value)	Included	Per Primary Coverage
Wind Deductible Buyback - Landmark American Insurance Company (RT Specialty) Policy #LHT902898		
Real Property, Personal Property, and BI	TBD	TBD
General Liability - Great Northern Insurance Company (Venture) Policy #3594-17-30		
Combined Total Aggregate	\$20,000,000	\$0
Aggregate Limit Per Location	\$2,000,000	\$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	\$1,000,000	\$0
Medical Expenses	\$2,500	\$0
Liquor Liability	\$1,000,000 Each Incident \$2,000,000 Aggregate	\$1,000
Employee Benefits Liability	\$1,000,000 Each Claim \$1,000,000 Aggregate	\$1,000 12/01/06 Retroactive Date
AOS Auto Liability - Great Northern Insurance Company (Venture) Policy #7021-59-85		
Auto Liability	\$1,000,000	\$0
Uninsured Motorists	\$1,000,000	\$0
Underinsured Motorists	\$1,000,000	\$0
Medical Payments	\$10,000 AOS \$5,000 OH	\$0
Comprehensive Physical Damage	Actual Cash Value	\$500
Collision Physical Damage	Actual Cash Value	\$500
Towing	\$50	\$0
Rental Reimbursement	\$50/day for 30 Days	\$0
Hired Car Physical Damage	Actual Cash Value	\$500
Garagekeepers	\$1,000,000 Each Location	\$500 each auto, \$2,500 max any one event
HI Auto Liability - Federal Insurance Company (Venture) Policy #70215986		
Auto Liability	\$1,000,000	\$0
Uninsured Motorists	\$1,000,000	\$0
Underinsured Motorists	\$1,000,000	\$0
Comprehensive Physical Damage	Actual Cash Value	\$500

Collision Physical Damage	Actual Cash Value	\$500
Workers Compensation - Federal Insurance Company (Venture) Policy #7171-55-40		
Workers Compensation	Statutory	\$0
Employers Liability:		
Bodily Injury by Accident – Each Accident	\$1,000,000	\$0
Bodily Injury by Disease – Policy Limit	\$1,000,000	\$0
Bodily Injury by Disease – Each Employee	\$1,000,000	\$0
Umbrella Liability - ACE Property and Casualty Insurance Company Policy #M00798137 004		
Per Occurrence Limit	Per Terms of Management Agreement	
Aggregate Limit		
Products – Completed Operations Aggregate		
Excess Liability - The American Insurance Company (Fireman's Fund) Policy #SHX00049089410		
Per Occurrence Limit	Per Terms of Management Agreement	
Aggregate Limit		
Pollution Legal Liability - Ironshore Specialty Insurance Company Policy #000899308		
Policy Aggregate Limit	\$16,000,000	
A -Third Party: Each Incident/Aggregate	\$2,000,000	\$25,000
B - First Party Remediation Expenses: Each Incident/Aggregate	\$2,000,000	\$25,000
C - Emergency Response: Each Incident/Aggregate	\$2,000,000	\$25,000
D - Business Interruption	\$2,000,000/365 Days	3 Days
E - Contingent Business Interruption	\$2,000,000/365 Days	3 Days
F - Disinfection Event Expenses: Each Incident/Aggregate	\$2,000,000	\$25,000
G - Evacuation Expenses: Each Incident/Aggregate	\$2,000,000	\$25,000
Executive Liability (D&O*/EPL/FID) - Federal Insurance Company (Chubb) Policy #8248-9115		
Directors & Officers	\$5,000,000	\$50,000 Self Insured Retention for Clauses B and C
Employment Practices Liability	\$5,000,000	\$150,000 First Party \$150,000 Third Party \$200,000 California
Fiduciary Liability	\$5,000,000	\$0
Professional Liability/Cyber - National Union Fire Insurance Company (AIG) Policy #06-162-61-21		
Prof Liability, Media Content, Security & Privacy Liability, Cyber Extortion	\$3,000,000	\$100,000
Regulatory Action	\$3,000,000	\$100,000
Event Management	\$3,000,000	\$100,000
Reputation Guard	\$50,000	\$0

Crime - Great American Insurance Company
Policy #SAA E426271 00 00

Employee Theft	\$3,000,000	\$15,000
Premises	\$3,000,000	\$15,000
In Transit	\$3,000,000	\$15,000
Forgery	\$3,000,000	\$15,000
Money Orders & Counterfeit Fraud	\$3,000,000	\$1,000
Credit Card Fraud	\$3,000,000	\$15,000
Funds Transfer Fraud	\$3,000,000	\$15,000
Computer Fraud	\$3,000,000	\$15,000
Client	\$3,000,000	\$15,000
Expense	\$15,000	\$0
Social Engineering Fraud	\$250,000	\$50,000

Special Crime (Kidnap & Ransom) - National Union Fire Insurance Company (AIG)
Policy #15-516-464 - 3-year term

Each Insured Event	\$2,000,000 max; limits vary based on event	\$0
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**Directors & Officers coverage applies to BCG only - Clients are not covered by this D&O policy*

NOTE: This is a summary of your program only. For detailed explanation of terms and conditions, please contact USI Insurance Services