



AGENDA
GOLF ADVISORY BOARD
CITY OF PORT ORANGE

Meeting Date: Wednesday, January 4, 2017

Time: 5:00 PM

Type of Meeting: Special

Location: 2nd Floor Conference Room
City Hall, 1000 City Center Circle

A. CALL TO ORDER

1. Roll Call

B. DISCUSSION/ACTION

2. Discussion on the Renewal of the KemperSports Contract

C. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE **GOLF ADVISORY BOARD** WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED. NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE; IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.

AGREEMENT
FOR
GOLF COURSE MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into as of this 18th day of September 2012, by and between the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida, hereinafter referred to as "City", The Golf Club at Cypress Head, Inc., a Florida for profit corporation, hereinafter referred to as "Club" and Kemper Sports Management, Inc., an Illinois corporation, hereinafter referred to as "Contractor" and collectively hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the City owns and operates the Golf Club at Cypress Head; and

WHEREAS, the City desires to obtain management services for the golf course and clubhouse operations, turf operations, restaurant, pro shop, lounge, banquet and all other operations at the City's public golf facility; and

WHEREAS, in order to obtain such services, the City on April 2, 2012 issued a Request for Proposals for such management services (attached hereto as **Exhibit "A"**); and

WHEREAS, the Contractor submitted a Proposal on May 2, 2012 (attached hereto as **Exhibit "B"**); and

WHEREAS, Contractor's Proposal was selected by the City of Port Orange City Council on June 19, 2012, as the most responsive and best qualified proposal for purposes of negotiating a contract; and

WHEREAS, this Agreement between the City and the Contractor is substantially in conformance with the City's Request for Proposal and the Contractor's Proposal.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the City and Contractor agree as follows:

SECTION 1. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings indicated below:

- A. **ANNUAL BUDGET.** The annual budget shall include the operating budget and the capital improvement budget.

- B. CAPITAL EXPENDITURES: Capital Expenditure means any alteration, addition, improvement, repair, replacement, rebuilding, or renovation to the Golf Course, the cost of which exceeds Five Thousand Dollars (\$5,000.00).
- C. CITY: City means the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida.
- D. CITY COUNCIL: City Council means the elected governing body serving the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida.
- E. CITY MANAGER: City Manager shall mean the official appointed manager of the City of Port Orange, Florida.
- F. CLUB HOUSE OPERATIONS: Club House Operations means the sales of golf services, green, cart, range, surcharge and other fees collection operations, food and beverage service operations, golf merchandise operations, and other usual and customary functions provided at the Golf Course.
- G. CONTRACTOR: Contractor means Kemper Sports Management, Inc., or any successor to Contractor's interest under this Agreement.
- H. CONTRACT ADMINISTRATOR: Contract Administrator means the individual designated by the City Manager to administer the contract on behalf of the City, to oversee the Contractor's performance of this Contract and to act as the liaison between the City Manager and the Contractor. The expense of the Contract Administrator shall be an expense of the Golf Course as is identified in **Exhibit "A"** under General Terms and Conditions, at page 18, paragraph 17.
- I. FINANCE DIRECTOR: Finance Director shall mean the officially designated director of finance for the City of Port Orange, Florida
- J. FURNISHING and EQUIPMENT: Furnishing and Equipment means all furniture, furnishings, trade fixtures, apparatus and equipment, including without limitation course maintenance vehicles and equipment, golf carts, driving range pickers and pullers, mats, range ball baskets, cash registers, rental golf clubs and bags, ball washers, benches, uniforms, kitchen equipment, appliances, china, glassware, silverware, office equipment, computers, computer software, copy machines, facsimile machines, telephone systems (not including pay telephones), and other personal property used in or held in storage for use in the operation of the Golf Course; other than Operating Inventory. Furnishing and Equipment shall be identified on **Exhibit "C"** as of September 30, 2012, and as verified by Contractor on October 1, 2012.
- K. GOLF COURSE: Golf Course means the Golf Club at Cypress Head, an 18-hole championship course, with lighted practice facility, driving range, maintenance

barn, cart barn, clubhouse, pro shop, restaurant, lounge, banquet rooms, and other related facilities.

- L. **GOLF COURSE EXPENSES:** Golf Course Expenses means operating expenditures including but not limited to all costs and expenses incurred in the operation, management, and maintenance of the Golf Course, including: a) all expenditures incurred by Contractor in the performance of its obligations under this Agreement or expenditures incurred by the City for the benefit of the Golf Course; b) all expenses specifically identified as "Golf Course Expenses" in this Agreement; and c) all other reasonable expenses incurred by Contractor in connection with management of the Golf Course or this Agreement, which expenses were not reasonably anticipated by the parties or otherwise provided in this Agreement and which expenses, if assumed by Contractor, would be consistent with the role of a golf course manager and shall not exceed the annual budgeted contingency. The total annual golf course expenses, including debt service shall not exceed City Council appropriations. Golf Course Expenses shall include expenses for the Contract Administrator and annual reporting charges or other fees for the Club. Golf Course Expenses shall not include the Contractor's expenses of remediation as required in this Agreement.
- M. **GROSS REVENUES:** Gross Revenues means all revenues of the Golf Course received by Contractor that are part of this Agreement. These are green fees and 50% of the Surcharge, cart rentals, all tournament proceeds, outing and event sales and fees, tee time reservation fees, computer handicapping, league fees, pre-paid green fees, sales of gift certificates and coupon rates for green fees which shall be redeemable within the fiscal year of collection, the Food and Beverage Sales and banquets, driving range sales, merchandise sales, and club rentals. Any revenues derived from Golf Course operations, services, or products shall be deemed a part of Gross Revenues. Gross Revenues shall not include inventory and encumbrances.
- N. **KEY EMPLOYEES:** Key Employees means the on-site general manager, golf course superintendent, director of marketing, assistant superintendent and head golf professionals and are considered Key Employees of Contractor.
- O. **MAINTENANCE and REPAIRS:** Maintenance and repairs means the provision of continuous proper up keeping of all facilities including but not limited to the golf course, buildings, restaurant, pro shop, lounge, banquet room, furnishings and equipment, and supplies, without limitations, necessary to assure the proper day-to-day operations of the Golf Course in accordance with the standards identified in **Exhibit "A"** under Maintenance Standards for the Club, pages 31-37.
- P. **MERCHANDISE:** Merchandise means golf apparel and accessories offered for resale at the Golf Course pro shop and rental of clubs.

- Q. OPERATING INVENTORY: Operating Inventory means consumable items used in or held in storage for use in the operation of the Golf Course, including score cards and cart tickets, driving range balls, golf pro shop merchandise, food and beverage inventory, kitchen supplies, paper and plastic ware, locker room and bathroom supplies, towels, fuel, cleaning materials, fertilizers, pesticides, seed, maintenance parts and supplies, office supplies, and any other similar items used in running the golf operation.
- R. OPERATING YEAR/FISCAL YEAR: Operating Year/Fiscal Year means a twelve (12) month period commencing on October 1 and continuing through to the following September 30.
- S. SURCHARGE: A surcharge shall be collected from every player of golf pursuant to Resolution No. 12-44 of the City of Port Orange, as amended from time to time.
- T. CONTRACTOR OUT-OF-POCKET EXPENSES. For purposes of this Agreement, out-of-pocket expenses shall not be a Golf Course Expense and shall generally mean Contractor travel expenses in excess of the annual budget and as needed to properly operate and manage all golf course operations at the Golf Course at Cypress Head; and the Contractor's remediation expenses as required in this Agreement.
- U. SURETY: Surety shall mean an insurance organization authorized to do business in the State of Florida, having a financial strength rating during the term of this Agreement of not less than "A" as rated by A.M. Best Company, and being an insurer of mutual acceptance by the parties to this Agreement.
- V. THE GOLF CLUB AT CYPRESS HEAD, INC.: The Golf Club at Cypress Head, Inc. shall mean the Florida for profit corporation currently operating the Golf Course pursuant to the Articles of Incorporation and the Bylaws, including the Bylaws for Club Members, and holding the license authorizing the sale of alcoholic beverages and the consumption on premises and the sales from the beverage cart.
- W. EMERGENCY: Emergency shall mean a breakdown in any City service or when supplies are needed for immediate work which may be essential to, or may virtually affect the public health, safety, or general welfare.

SECTION 2. SCOPE OF SERVICES

The Contractor shall, in a satisfactory and proper manner, as determined by the City Manager, perform the following services:

A. GENERAL

In accordance with the approved budget and subject to availability of funds as appropriated therein, Contractor shall provide Golf Course Management Services for both Club House Operations and Turf Operations as set forth below. It is the intent of this Agreement that the Contractor will endeavor to provide continual quality improvements to all aspects of the Golf Club's operations.

1. Club House Operations shall include but are not limited to the following usual and customary operations:
 - a. Marketing of all golf facilities and programs;
 - b. Managing the golf course and club house operations, driving range, building operations, golf cart storage operations and golf programs, including the sale of golf merchandise;
 - c. Providing planning, budgeting, accounting, personnel and other administrative services in support of the golf operation at the golf course facility, as well as other services normally associated with the operation of public golf courses in a municipal setting;
 - d. Continued support and marketing of all special interest golf programs now offered by the City at the golf facility and as identified in **Exhibit "B"**. These programs include, but are not limited to junior golf programs, men's and women's golf leagues and tournaments, and golf instruction programs;
 - e. Janitorial functions in all facilities including but not limited to the club house buildings, maintenance facility, driving range buildings, course restrooms, course shelters, golf cart storage buildings, food and beverage area, and employee restrooms.
 - f. Payment to the City each month for the lease of golf carts.
 - g. Performance of the detailed descriptions of this scope of services is included in **Exhibits "A" and "B"**, attached hereto.
 - h. Payment to the City each month for the debt service of the golf course.
 - i. The one-half of the Surcharge shall be remitted to the City each month.
2. Turf Operations means the agronomic and horticultural practices required in **Exhibit "A"**, management and maintenance of the motorized equipment used for that purpose, and implementation of the City's fleet maintenance standards and preventative maintenance services for the fleet and the facilities, fences, cart paths, buildings, garages, and storage spaces. This component may include but not limited to the following:
 - a. Providing qualified managers and employees necessary for the maintenance services at the golf facilities;
 - b. Maintaining all turf and landscaping, including first and last impression area; and
 - c. Maintaining all buildings, equipment and associated facilities and performing the detailed descriptions of the scope of services as included in **Exhibits "A" and "B"**, attached hereto.
 - d. Payment to the City each month for the lease of golf course vehicles, tractors,

mowers, and other maintenance equipment.

3. The Contractor shall hire, train, promote, discharge, and supervise the work of the executive staff, Key Employees and all other employees of the courses. All persons employed by the Contractor for such purposes shall be deemed employees of the Contractor. The Contractor shall pay all of the salaries, wages, payroll taxes and benefits due and owing to and/or on account of such persons. The Contractor shall deduct from such employees' salaries all required taxes, charges and assessments and shall make and file such reports as may be required by the federal, state and local government agencies. All personnel shall be employees of the Contractor, and the amount equal to all salary and benefits, shall be a golf course expense in accordance with the annual budget approved by City.
4. The Contractor shall be authorized as the City's agent to purchase goods and services from City approved vendors and contractors and in accordance with City purchasing policies. When the Contractor elects to purchase goods and services independent of the City's purchasing power then Contractor shall submit the pricing and specifications to the City prior to purchase and the City shall have the right to require the Contractor to purchase goods and services at the best price for comparable specifications. City will provide Contractor, annually, a list of approved vendors relative to Contractor's goods and services.

B. SPECIFICATIONS

The Contractor's services shall be provided in accordance with the specifications set forth in **Exhibits "A" and "B"**, attached hereto and by this reference incorporated in its entirety and made a part hereof.

C. GOLF MANAGEMENT PROPOSAL

The Contractor's services shall be provided in accordance with the golf management proposal submitted by the Contractor to the City, in particular, the Sections listed below and as set forth in **Exhibit "B"**, Golf Management Proposal of Kemper Sports Management, Inc., attached hereto and by this reference incorporated in its entirety and made a part hereof.

Section	V(a.)	Operational Plans
Section	V(b.)	Existing and Future Operational Environment
Section	V(c.)	Management Approach
Section	VIII	List of Golf Courses Managed by Proposer
Section	VII	Resumes of Key Corporate Personnel Assigned to Project

D. ANNUAL BUSINESS PLAN AND ANNUAL BUDGET

1. Beginning on October 1, 2012, and every successive fiscal year thereafter, the Contractor shall comply with the City's Annual Budget Calendar for submittal of its Capital Improvement Plan and Annual Budget. The Annual Business Plan shall be submitted in accordance with the calendar for the Annual Budget.
2. The total annual expenses, including debt service shall not exceed City Council Appropriations. The Contractor shall include a recommendation on the golf course fees and charges. Fees and charges for the golf course shall be established by Resolution of the City Council.
3. The Contractor may, from time to time, request the City Council to amend the Annual Budget as to the golf course management services described within this Agreement.
4. Contractor shall be solely responsible for preparation of the Golf Course Annual Budget and for presentation of that Budget to the City Council. Contractor acknowledges that the decision of the City Council is final and that the City Council serves as final arbiter on budget matters.
5. With respect to emergency expenditures, if at any time during the term of this Agreement a condition should exist in, on, or about the Golf Course of an emergency nature which is unforeseen in nature and is not attributable to any act or omission of Contractor, and such condition, in Contractor's discretion, requires immediate action to preserve and protect the Golf Course, to better assure the continued operation of the Golf Course, or to protect its customers, guests, or employees, Contractor is authorized to take all steps and to make all reasonable expenditures necessary to repair and correct any such conditions, whether or not provisions have been made in the applicable Budget for any such expenditure. The Contractor shall notify the City Manager, if at all possible, prior to the expenditure but in all events within twenty-four (24) hours of any such emergency condition or expenditure.
6. With respect to unanticipated expenditures and reallocation of funds, City understands and agrees that the Budget is intended to be a reasonable estimate, and, accordingly, Contractor, subject to City approval, shall be entitled from time to time to revise the Budget to cover any expenditures that were unanticipated at the time of preparation of the Budget but are reasonable and necessary to carry out the provisions of this Agreement. Contractor is authorized to take all action reasonably deemed necessary by Contractor to implement, perform, or cause the performance of the items set forth in the Budget. If the Budget is required to be modified in such a manner that will not increase the overall expense or revenue appropriation, then the Budget transfer may be approved by the Contractor upon written notice to the Finance Director within twenty-four (24) hours. If, however, the Budget is required to be modified in such a manner that will cause an increase in overall appropriations, then the City Council must authorize the modification.

E. ENVIRONMENTAL STATEMENT

1. The Contractor shall include in the Annual Business Plan, as mutually agreed upon in the approved Annual Budget, the adoption, inclusion and placement in practice of the environmental principles as adopted by the Golf Course Superintendent Association of America in all aspects of daily operations, maintenance operations, and capital or remedial improvements to golf premises and facilities.
2. Prior to October 1, 2012, the City shall perform a Phase I Environmental Assessment at the sole cost of the Contractor as a Golf Course Expense and provide copies of all such reports to Contractor. Upon termination, Contractor shall perform a Phase I, the cost of which shall be a Golf Course Expense, and if needed as determined in the City's discretion, a Phase II or III, Environmental Assessment if any, determined in accordance with the assessment. Contractor shall be responsible for the cost of any environmental remediation required in order to correct any violations of environmental laws resulting from the negligence or willful misconduct of Contractor. The requirement for remediation by the Contractor shall survive the termination of this Agreement.
3. Notwithstanding anything to the contrary contained in the Agreement or elsewhere, Contractor shall not defend, indemnify or hold City harmless of or from any liability, loss, damage, cost, or expense (including attorneys' fees and expenses) involving any pre-existing environmental problems or liabilities discovered on the Golf Course that occurred prior to July 3, 2002.

F. PERSONNEL

1. Employment

In accordance with the approved budget, Contractor shall be responsible for the employment of all personnel for the turf and clubhouse operations.

2. Contractor's Clubhouse and Turf Operations of Golf Course

- a. All clubhouse and turf operations shall be transferred to and performed by the Contractor.
- b. It will be the Contractor's responsibility to provide the City with annual turf condition evaluation as described in Exhibit A.

3. Staff

The aggregate payroll for employees at the Golf Course shall not exceed the amounts set forth in the approved Annual Budget. The Contractor shall include in the Annual Business Plan, the qualification and identifications of the Key Employees for staffing the next fiscal year. If a change occurs with the Key Employees during the fiscal year the Annual Business Plan shall be amended and submitted to the City.

4. Qualifications

The Contractor shall employ only employees who are properly qualified for their positions. Contractor may assign management trainees to the Golf Course under the supervision of trained professionals.

5. Retirement and Benefit Plans

Contractor may provide Golf Course employee benefits as long as the expense of the benefits is included in the approved Annual Budget.

6. Temporary Assignment of Other Contractor Personnel

If the position of General Manager, course superintendent, director of marketing, assistant superintendent, or other key management positions of the Golf Course are not filled for whatever reason, Contractor may temporarily, for a period not to exceed ninety (90) days, assign to these positions the staff of other golf courses and country clubs operated by Contractor. During such time as these employees are temporarily assigned to the Golf Course, all such employees will be paid their regular Compensation, and the pro-rata share of such employees' Compensation equal to the actual time such employees worked at the Golf Course shall be a Golf Course Expense.

7. Management Staff

- a. The General Manager of the Golf Course shall be responsible for the day-to-day management and operation of the Golf Course and shall be on site for day-to-day management and operation purposes. The name and telephone number, both home and business, of the General Manager shall be provided, in writing, to the City and shall be kept current at all times. The General Manager, or upon written notice to the City, his designee, shall be reasonably available during normal working hours to meet with the Contract Administrator. After normal working hours, the General Manager, or designee, shall be reasonably available to appear at the Golf Course if deemed necessary by the Contract Administrator or Contract Administrator's designee. The General Manager shall establish his or her principal residence within one (1) hour driving distance of the Golf Club at Cypress Head, unless waived by the City Manager.
- b. The Golf Course Superintendent for the Golf Course shall be a member in good standing of the local chapter of the Golf Course Superintendents Association.

G. MERCHANDISE SALES

1. The Contractor shall operate the merchandise sales as a profit center and shall perform the following:
 - a. Purchase, maintain, and rent out carts, golf clubs and golf bags at the Pro Shop of the Golf Course.

- b. Order, purchase, pay for and offer for resale at Pro Shop of the Golf Course, all golf equipment, golf merchandise and supplies, sportswear, apparel and other golf accessories.
2. The Contractor shall insure that a qualified individual is assigned to be responsible for ordering and reordering inventory, inventory display, reporting and training for merchandise sales.
3. Budgeted Clubhouse personnel are permitted to handle merchandise sales, cart rentals and golf club rentals and to assist the Merchandise Manager.
4. The Contractor shall maintain and stock reasonable inventory of Merchandise at various grades and sell them at competitive prices.
5. All sales tax and other taxes that might be due and payable as part of the merchandise sales at the Pro Shop shall be paid for from the proceeds of such sales by Contractor.
6. All city, state, federal and/or other licenses required for the appropriate operation of Merchandise Sales at the Pro Shop of the Golf Course shall be obtained in the name of the Contractor and shall be a budgeted Golf Course Expense.
7. All revenues derived from Merchandise Sales shall remain with and belong to the City and shall be considered part of the Gross Revenues. Credit Card Merchandise Sales shall be credited directly to the golf course account with the Credit Card Service Provider. Such Credit Card Service charges incurred shall be a Golf Course Expense.
8. The Contractor shall purchase at City expense, and shall display and merchandise Port Orange "logo wear" in the Pro Shop with proceeds to be distributed to City.

H. FOOD AND BEVERAGE

1. The Contractor shall operate the Food and Beverage service as a profit center, provide Food and Beverage operations at the Golf Course, including but not limited to catering services, which shall meet all federal, state and local health/safety requirements. Such operation shall have adequate staffing, hours of operation, cleanliness and quality product and service.
2. The Contractor, with reasonable assistance of City and the Club for licensing, shall manage the sales of alcoholic beverages, consistent with the laws of the State of Florida.
3. All revenues derived from Food and Beverage sales at the Golf Course shall remain with and belong to the City. Credit Card Food and Beverage Sales shall be credited directly to the golf course account with the Credit Card Service Provider. Such Credit Card Service charges incurred shall be a Golf Course Expense.

I. REVENUES AND DEPOSIT OF REVENUES

1. All Revenues collected in the Golf Course by the Contractor, whether in cash, checks, money order or credit card, shall be deposited by the Contractor into an account in a bank approved by the City. Such deposit shall be made daily and no later than the close of business day at the Golf Course. The Finance Director shall be an approved signature on the account.
2. The Contractor shall abide by the money handling procedures as promulgated by generally accepted governmental accounting standards. Contractor shall design, establish, implement and maintain procedures for the accounting and control of the revenues from the time of their collection by Contractor to the time of deposit at the bank. This shall include a system of internal controls to account for and to safeguard all gross revenues. Such procedures shall include each of the accounting and cash control processes recommended by Contractor and approved by the City, which approval shall not unreasonably be withheld.
3. The Contractor shall bear all risk of loss including, but not limited to, damage, destruction, disappearance, theft, fraudulent or any dishonest or unlawful act, or other hazard, and whether by Contractor's employees or any other person or entity, until such monies or other things of value have been deposited in the City's account and verified by the bank in accordance with this Agreement. Should such an event or act occur, Contractor shall notify as soon as possible the City, the Port Orange Police Department, or the agency having jurisdiction where such unlawful act occurred. The Contractor shall also prepare a report of such incident. Contractor shall notify the City of any operational changes deemed necessary by Contractor to safeguard the Golf Course monies or things of value. The Contractor shall provide a fidelity bond for all employees that shall handle cash sales or other financial transactions.
4. City acknowledges that Contractor has not made any guarantee, warranty, or representation of any nature whatsoever concerning or relating to (i) the Budgets, or (ii) the amounts of revenues to be generated from the operation of the Facility other than the fact that the Budgets, including revenues and operating expenses, are based on the Contractor's knowledge and expertise in the area of golf course management, for which the contractor represents itself to be competent, knowledgeable and experienced.

SECTION 3. MANAGEMENT FEE

A. Fixed Management Fee

1. Contractor shall receive a Fixed Management Fee, payable monthly, in arrears, in an amount equal to one-twelfth (1/12) of Eighty-five Thousand Dollars (\$85,000.00), plus budgeted expenses as previously defined herein, and a two percent (2%) per annum CPI, as approved in the Annual Budget.

2. The first payment of the Fixed Management Fee for the balance of FY 12-13 will be payable monthly, in arrears, in an amount equal to one-twelfth (1/12) of Eighty-five Thousand Dollars (\$85,000.00), plus budgeted expenses as previously defined herein and as approved in the Annual Budget. Thereafter, such Fixed Management fee shall be paid from the operating account, and documented by invoice, on or before the Tenth day of each subsequent calendar month during the term of this Agreement and only upon submission of an original invoice from the Contractor.
- B. Incentive Fee.
1. In addition to the Fixed Management Fee, Contractor shall receive an Incentive Fee.
 2. The Incentive Fee shall be equal to (i) five percent (5%) of the annual Gross Revenues that exceed \$1.8 million dollars, plus (ii) five percent (5%) of the Gross Revenues attributable solely to the sale of food and beverages in excess of \$350,000.00 and the total Incentive Fee shall not exceed the \$85,000.00.
 3. The Incentive Fee shall be due and payable within ninety (90) days of the end of each fiscal year, shall not be prorated in the case of partial fiscal years and shall be subject to the City's receipt of the annual independent audit.

SECTION 4. SPECIAL GOLF COURSE USES BY THE CITY

The City shall be entitled to use the golf course for events and special activities as identified in **Exhibit "A"**.

SECTION 5. TRANSFERS OF FUNDS

- A. Working Capital.
1. Contractor shall have the right to retain at all times in the operating account a cash reserve ("Working Capital") in an amount equal to the required amount of Working Capital specified in the Annual Budget to fulfill the Annual Business Plan for the then current Fiscal Year. If at any time during any Fiscal Year Contractor reasonably determines that Working Capital specified in the then current Annual Budget is insufficient, then Operator shall notify City of the projected deficiency, and shall also provide city with a detailed explanation setting forth the reasons therefor.
 2. The City, based upon the FY 2012-2013 operating budget, shall be obligated to place into the golf course operating account on July 1, 2012, an amount equal to 15 days of operating funds and two payrolls. These funds will come from the following sources: the City of Port Orange will transfer to the contractor all unencumbered revenues collected by the golf course during the month of June. If the revenues remaining in the unencumbered account are not equal to the 15 days of operating capital, plus two payrolls, the City shall advance the difference. The final source of revenue shall be

revenues collected during the month of July. On July 31, 2012, the City will review the revenue collections for the month of July to determine if additional funds are needed to fund the operating expenses of the golf course for the month of July. On July 31, 2012, the City will review the projected revenue collections and expenditure projects to determine what funds, if any, will be needed for the month of August. The City will advance to the contractor by August 5, 2012 the funds if necessary, to insure the availability of funds to meet budget requirements of the golf course for the month of August. On September 2, 2012, the City will review the projected revenue collections and expenditures for the month of September. The City will advance to the contractor by September 5, 2012 the funds, if necessary, to insure the availability of funds to meet the budgetary needs of the golf course for the month of September. It is anticipated that the contractor would repay the funds advanced by the City by September 30, 2012. If the Contractor is not able to repay the advances as of September 30, 2012 from golf course revenues, the advances shall be considered a loan to the golf course and shall be repaid to the City each month from golf course revenues in an amount sufficient to repay the loan to the City without jeopardizing the courses ability to meet its financial obligations consistent with the approved operating Budget and Annual Business Plan.

B. Remittance to City.

At the end of each month, Contractor shall determine the amount (if any) by which the balance of the operating account exceeds the Working Capital requirement specified in the then current Annual Budget and the amount, if any, needed to fund any projected deficiency. Funds in the operating account in excess of the specified Working Capital requirement shall be remitted to City on or before ten (10) days after the end of such month.

SECTION 6. TERM

The term of this Agreement shall commence on October 1, 2012 and expire on September 30, 2017, unless sooner terminated as provided herein. This Agreement may be renewed for an additional 5-year period, solely at the City's option and with the mutual acceptance by Contractor within thirty (30) days of the City's exercise of the option; such option shall be exercised by the City, in writing, at least six months prior to the expiration of the original Agreement.

SECTION 7. SUBCONTRACTING

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City, and the City's approval shall be solely within the City's discretion. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

SECTION 8. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City. Such consent shall be solely within the discretion of the City.

SECTION 9. COMPLIANCE WITH LAWS AND POLICIES

A. Laws.

This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Florida, the County of Volusia and the City of Port Orange.

B. Financial Management Policies and Procedures

This Agreement is subject to and the Contractor agrees to comply with the Policies and Procedures of the Finance Department of the City to the extent applicable.

C. Equal Employment Opportunity.

Contractor shall not discriminate in its employment practices because of race, religion, sex, age, disability, marital status or national origin. This Agreement is subject to and Contractor shall comply with the provisions of the Equal Employment Opportunity Program of the City of Port Orange, Florida.

SECTION 10. HOLD HARMLESS AND INDEMNITY

A. The Contractor shall indemnify, protect, defend and hold harmless the City of Port Orange, its council members, officers, agents, representatives, employees and volunteers and The Golf Club at Cypress Head, Inc. from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, that result in injury to, constitute violations of individual rights of persons, results in damage to property or any other liability for the City.

B. The City shall, subject to the limitations set forth in section 768.28 of the Florida Statutes, indemnify, protect, defend and hold harmless the Contractor, its agents, representatives, employees and affiliates from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the City, its council members, officers, agents, employees, licensees, that result in liability, environmental condition or other matter relating to the Golf Course and occurring prior to the commencement of Contractor's services hereunder, except that such liability shall be limited to \$200,000 per individual, or \$300,000 per incident/occurrence together with

attorney's fees which shall not exceed 25% of the judgment, in accordance with section 768.28, Florida Statutes.

- C. Unavoidable Delays. The provisions of this Section shall be applicable if there shall occur, due to no fault of the party asserting the Unavoidable Delay (as hereinafter defined) and beyond the reasonable control of such party, during the term of the Agreement any (i) strikes, lockouts, or labor disputes, (ii) inability to obtain labor or materials, or reasonable substitutes therefor beyond the control of the party obligated to perform, (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire, or other casualty, or (iv) other conditions similar to those enumerated in this Section beyond the reasonable control of the party obligated to perform. If either party shall, as the result of any of the above-described events, fail punctually to perform any obligation on its part to be performed under this Agreement, then, upon written notice to the other, within ten (10) days of such event, such failure shall be excused and not be a breach of this Agreement by the party claiming an unavoidable delay (an "Unavoidable Delay"), but only to the extent occasioned by such event. If any right or option of either party to take any action under or with respect to the term of this Agreement is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time or such named date shall be deemed to be extended or delayed, as the case may be, upon written notice, as provided above, for a time equal to the period of the Unavoidable Delay. Notwithstanding anything contained herein to the contrary, the provisions of this Section shall not be applicable to either party's obligation to pay any sums, monies, costs, charges, or expenses required to be paid pursuant to the terms of this Agreement.

SECTION 11. INSURANCE

- A. The Contractor, as a Golf Course cost and expense, shall procure and maintain at all times during the term of this Agreement general liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00) single limit per occurrence for liability for acts of the Contractor or its agents and/or employees. The City shall be an additional named insured, and shall be provided 30 days notice of cancellation or nonrenewal and the terms of the coverage shall be substantially the same as maintained by the City on June 30, 2012.
- B. The Contractor, as a Golf Course cost and expense, shall procure and maintain liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00)* single limit per occurrence for vehicles used in connection with this Agreement and the City shall not assume liability for accidents arising out of the use of such vehicle or any vehicle, including but not limited to golf carts. The City shall be an additional named insured and shall be provided 30 days notice of cancellation or nonrenewal and the terms of the coverage shall be substantially the same as maintained by the City on June 30, 2012.
- C. The Contractor, as part of the Golf Course Expense, shall procure and maintain during the term of this Agreement State of Florida Worker's Compensation insurance in such

amounts as are required by general law. The Contractor shall name the City as an additional insured or provide to the City a waiver of subrogation rights.

- D. The Contractor shall retain the originals of such insurance policies and a copy or memorandum copy of a document evidencing such insurance coverage shall be furnished to the City not later than 15 days prior to commencement of services by the Contractor under this Agreement.

Special Note: the limits of liability specified in A and B above can be satisfied through a combination of primary, umbrella or excess liability policies, provided that the coverage under such umbrella or excess liability policies is at least as broad as the primary coverage.

- E. The City shall be notified in writing 30-days prior to cancellation or nonrenewal by the Contractor of any changes in such policies.
- F. The Contractor shall acquire, as an expense of the Golf Course, any other insurance required by the State of Florida or deemed prudent or necessary by the City of Port Orange, including, but not limited to, liability resulting from the sale of alcoholic beverages.

SECTION 12. REPORTS, INFORMATION AND AUDITS

- A. The Contractor, at such times and in such form as the City may require, as a Golf Course Expense, shall furnish the City such reports as may be reasonably requested pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Contractor shall retain on-site all financial and administrative records as public records as prescribed by the public records laws of the State of Florida, and shall permit the City or any of its representatives or auditors (both internal and external) access to such records.
- B. The City shall make available to the Contractor financial information regarding matters covered in this Agreement. Upon termination of this Agreement for any reason, the Contractor shall immediately deliver the financial and administrative records to the Finance Director.
- C. The Contractor shall in a timely manner provide to the City the reports and information as identified in Exhibit A and Exhibit B.
- D. The City retains the right to perform unannounced inspection of all records during normal business hours. This inspection will be conducted consistent with internal audit procedure and performed in accordance with generally accepted governmental auditing standards.
- E. As a Golf Course Expense, Contractor shall retain a firm of certified public accountants to perform independent annual audits. The result of this audit will be reported in a timely manner, not later than 90 days after the close of the fiscal year, to the City Council and

included with the Annual City Audit.

SECTION 13. CONFLICT OF INTEREST

No officer, employee, or agent of the City of Port Orange who exercises any functions or responsibilities in connection with the planning and implementation of the services provided under this Agreement, nor shall any City of Port Orange officer's, employee's or agent's immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Contractor shall take appropriate steps to assure compliance.

SECTION 14. INDEPENDENT CONTRACTOR

- A. The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City of Port Orange. Nothing herein shall be construed as creating a partnership or joint venture between City of Port Orange and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of City of Port Orange, nor shall any such person be entitled to any benefits available or granted to employees of City Port Orange.
- B. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.
- C. None of the parties hereto is an agent, employee, or representative of the other, except as authorized in writing by the City pursuant to the City's purchasing policies and for purposes of managing the operations pursuant to the licensing relating to the sale of alcoholic beverages.
- D. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any rights hereunder to third parties or other persons, or increase the duties or responsibility of the parties to other persons; the sole purpose of this Agreement is to establish the relationships and the respective rights or duties of the parties hereto, each to the other.

SECTION 15. DEFAULT, CURE, REMEDY and TERMINATION.

- A. In the event either party defaults in the performance of any of the covenants, agreements or promises to be kept, done or performed by the Contractor under the terms of this Agreement or fails to fulfill the terms and conditions of this Agreement in a timely and diligent manner, the nondefaulting party shall notify the defaulting party in writing of the nature of such default. Within ten (10) working days following such notice, the defaulting party shall correct the default and in case of defaults not capable of being corrected within ten (10) working days, the defaulting party shall commence correcting the default

within five (5) working days of the notification thereof, shall diligently pursue correction, and shall notify the nondefaulting party of the corrective steps performed and scheduled to be performed, and of the estimated time to cure, and thereafter the defaulting party shall complete the correction of the default with diligence. The default shall be corrected within thirty (30) days, unless a longer period of time is agreed to by the nondefaulting party and the defaulting party shall not knowingly thereafter commit the same default.

- B. If either party fails to correct the default as provided above, the nondefaulting party shall have the right and remedy singularly, or in combination, with such other rights and remedies provided by law or equity, to declare that this Agreement, together with all rights granted hereunder are terminated, effective upon such date as the nondefaulting party shall designate.
- C. In the event that the Contractor (i) commits a material breach of this Agreement which is incapable of cure within 120 days of the date of such breach, or (ii) breaches this Agreement more than twelve separate occasions (as shown by notice from the City to the Contractor) during any Fiscal Year, or (iii) commits a breach of this Agreement as set forth in Section 15, paragraph D, the City shall have the following rights and remedies which the City shall have singularly, or in combination with such other rights and remedies provided by law:
 - 1. The right to declare that this Agreement, together with all rights granted the Contractor hereunder, is terminated, effective upon such date as the City shall designate.
 - 2. The right to demand the Surety to secure performance of this Agreement.
- D. The following which shall not be all inclusive, shall constitute substantial and material events of default and shall entitle the City to exercise the City's rights and remedies under this Agreement, including but not limited to those specified in Section 15.
 - 1. The determination that any material representation or warranty of Contractor contained in this Agreement or any Exhibit attached to this Agreement is not true, accurate, and complete, and is materially misleading.
 - 2. The filing of any petition for relief under the Bankruptcy Code or any similar federal or state statute by or against Contractor or the principal of Contractor, or the failure by Contractor or the principals of Contractor to generally pay their debts as they become due.
 - 3. An application for the appointment of a receiver for the making of a general assignment for the benefit of creditors by, or the insolvency of, Contractor or the principals of Contractor.
 - 4. The dissolution, merger, consolidation or reorganization of Contractor.

5. If there is any change of control of Contractor, whether voluntary or involuntary, by sale, merger, consolidation, reorganization, or otherwise.
6. If any creditor of Contractor or the principals of Contractor proceeds, threatens to proceed or notifies Contractor or the principals of Contractor of its intention to proceed to enforce its rights under the provisions of any instrument creating an interest in the assets of Contractor or the principals of Contractor or if any creditor of Contractor or the principals of Contractor seeks, threatens or notifies Contractor or the principals of Contractor of its intention to accelerate the payment of any debt owing to it by the Contractor or the principals of Contractor, or if Contractor or the principals of Contractor are otherwise in default under the terms of any agreement creating an interest in the assets of Contractor or the principals of Contractor.
7. If the City, in its sole discretion, determines in good faith that a material adverse change has occurred in the financial condition of Contractor most recently disclosed to City in any manner, and as required in Exhibit A.
- E. Upon termination of this Agreement, the City shall be entitled to a limited license to use for the six (6) months following such termination, printed materials with the Kemper Sports Management logo.

SECTION 16. OWNERSHIP OF PROPERTY

- A. The Contractor agrees that at the expiration or in the event of any termination of this Agreement that all properties of the City shall be returned to and delivered to the City on or before the effective date of the termination, including but not limited to, the financial and administrative records of the golf course operation performed by the Contractor, the furnishing and equipment, the merchandise, the operating inventory, the buildings and all other facilities and property of the Golf Course.
- B. The name, trademark, and logo of the Golf Club at Cypress Head are and shall remain the property of the City of Port Orange, Florida.

SECTION 17. NOTICES

- A. This Agreement requires that any notices, approvals, authorizations, waivers, instructions, or determinations shall be effective only when given in writing and signed by the City Manager or the authorized designee.
- B. This Agreement requires that all notices shall be personally served or sent by certified mail, postage prepaid and return receipt requested, addressed to the parties:

To City:

Attention: City Manager
CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129--4144

To Contractor:

Kemper Sports Management, Inc.
500 Skokie Boulevard
Suite 444
Northbrook, Illinois 60062
Attn: Chief Executive Officer

With CC to:

Kemper Sports Management, Inc.
500 Skokie Boulevard
Suite 444
Northbrook, Illinois 60062
Attn: Corporate Counsel

SECTION 18. WAIVER

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 19. LAW TO GOVERN

This Agreement is entered into and is to be performed in the State of Florida. The City and the Contractor agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The parties agree that the courts of competent jurisdiction for Volusia County, Florida shall be the venue for all administrative actions or litigation.

SECTION 20. AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

SECTION 21. ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SECTION 22. ATTORNEY FEES AND COSTS

The Parties acknowledge and agree that they have actively participated in the negotiations and drafting of this Agreement, and should any ambiguities exist in this Agreement, the ambiguities shall be construed fairly and not for or against any of the Parties to this Agreement. In the event of a dispute between the Parties arising out of the performance or enforcement of the terms, conditions, and obligations imposed by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses incurred in connection with such dispute, including attorney fees and costs incurred at the appellate level.

SECTION 23. CONFLICTS AND SEVERABILITY

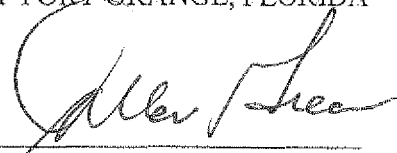
- A. In the event any conflict or inconsistency exists between the terms and conditions contained within the body of this Agreement and the terms and conditions described in Exhibit A, the terms and conditions set forth in Exhibit A shall prevail.
- B. In the event any conflict or inconsistency exists between the terms and conditions contained within the body of this Agreement and the terms and conditions described in Exhibit B, the terms and conditions set forth in this Agreement shall prevail.
- C. This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

SECTION 24. PERFORMANCE SURETY

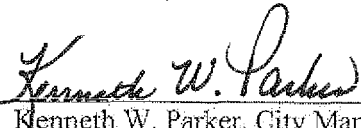
The Contractor shall, at its sole cost and expense, prior to the execution of this Agreement deliver to the City a performance surety in the form of a bond, cashier's check, certified check, or letter of credit, in the principle sum of Forty-five Thousand and 00/100 Dollars (\$ 45,000.00) to guarantee performance of the contractor's obligations under this Agreement and as set forth in Exhibit A. The surety company issuing such surety and the form of the surety itself shall be subject to approval by the City.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on this 18th day of September, 2012.

CITY OF PORT ORANGE, FLORIDA

By: 

Allen Green, Mayor

Attested By: 

Kenneth W. Parker, City Manager

KEMPER SPORTS MANAGEMENT, INC.

By: [Signature] CEO President

Attested:

By: [Signature]

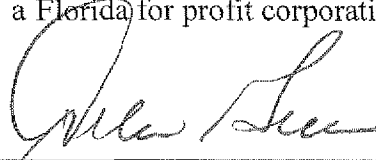


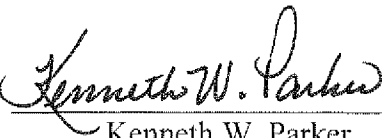
Name/Title: LAURA A. PINTER NAT'L Mkt Coordinator
for: Kemper Sports Management, Inc.
500 Skokie Boulevard, Suite 444
Northbrook, Illinois 60062
Fed I.D. No. 36-2965951

(Corporate Seal)



THE GOLF CLUB AT CYPRESS HEAD, INC.,
a Florida for profit corporation

By: 
Allen Green, President

Attested By: 
Kenneth W. Parker

The Contractor, by executing the foregoing Agreement for Golf Course Management Services, acknowledges receipt of the following documents:

- EXHIBIT A** Request for Proposals (RFP) by the City of Port Orange dated April 2, 2012, as amended.
- EXHIBIT B** Kemper Sports Management Proposal in response to the RFP.
- EXHIBIT C** City of Port Orange Fixed Assets Inventory of the Golf Course at Cypress Head.

Supplemental Information Provided:

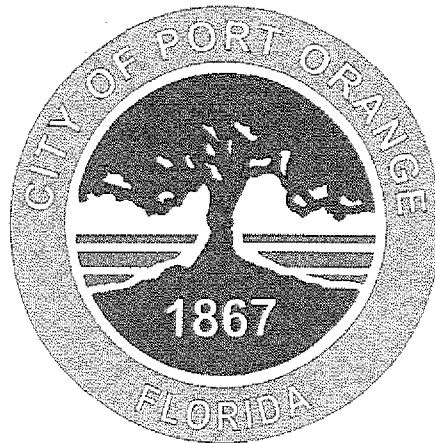
- Cypress Head Insurance Program Listing
- State of Florida General Records Handbook
- City of Port Orange Purchasing Policies and Procedures
- Resolution No. 12-44 relating to Golf Course fees and charges


Contractor's Initials

CITY OF PORT ORANGE, FLORIDA

Request for Proposals for Management Services at the Golf Club at Cypress Head

RFP No. 12-11



Prepared by:

City of Port Orange Purchasing Division

March 2012

Release date: **April 2, 2012**

Mandatory Pre-Proposal Meeting: **April 11, 2012**

Last day for questions: **April 26, 2012 5:00 p.m.**

Proposal due date and time Envelope #1 and Envelope #2: **May 2, 2012 at 2:00 p.m.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5501
www.port-orange.org



SECTION 00020

R.F.P. #12-11

REQUEST FOR PROPOSALS FOR MANAGEMENT SERVICES AT THE GOLF CLUB AT CYPRESS HEAD.

Notice is hereby given that the City of Port Orange is soliciting Requests for Proposals for Management Services at the Golf Club at Cypress Head. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:00 pm on May 2, 2012** or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms, it will be evaluated and deemed responsive or non-responsive. All proposal deemed non-responsive will be returned to the proposer and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive proposers will be opened and read aloud at **3:00 p.m.** the same day.

DESCRIPTION: Request for proposals for Management Services at the Golf Club at Cypress Head.

All proposals are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all proposals will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida, and at www.municode.com

Copies of the proposal documents, requirement, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com or from Tom Cinefro, Purchasing Coordinator, 500 Oak Street, Port Orange, Florida 32127 via email tcinefro@port-orange.org.

All questions shall be directed **in writing** to the Purchasing Coordinator, Tom Cinefro, tcinefro@port-orange.org. There will be a mandatory pre-proposal conference.

All proposers are required to complete and submit a Public Entity Crime Statement, the Anti-collusion Statement, Drug Free Tie Bid Preference Statement.

No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be submitted with (1) "original", seven (7) copies and one (1) CD version addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in **Two (2) SEALED ENVELOPES** plainly marked on the outside: **"RFP No. 12-11, Management Services at the Golf Club at Cypress Head"-Envelope #1 and #2, respectively-**

Tom Cinefro
Purchasing Coordinator
Legal Ad - One Time -- April 2, 2012

SECTION 00025

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CITY OF PORT ORANGE**

**REQUEST FOR PROPOSALS FOR MANAGEMENT SERVICES AT THE GOLF CLUB
AT CYPRESS HEAD**

RFP NO. 12-11

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00025	Table of Contents (page 3)
00030	Proposer Acknowledgement Form (page 4)
00040	Proposer's Checklist (page 5)
00050	Proposer's Submittal Checklist (page 6)
00100	Introduction and General Information (page 7)
00110	Scope of services for lease proposals (page 8)
00120	Proposal Evaluation (page 10)
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00200	Timeline and pre-proposal meeting (page 30)
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00220	Exhibit B (page 38)
00230	Exhibit C (page 39)

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

RFP 12-11

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Request for Proposal for Management Services at the Golf Club at Cypress Head

RFP RELEASE DATE: April 2, 2012

MANDATORY PRE-PROPOSAL MEETING: April 11, 2012 at 10:00 a.m.

RFP DEADLINE FOR QUESTIONS: April 26, 2012 at 5 p.m.

RFP DUE DATE & TIME, ENVELOPE #1 & #2: May 2, 2012 at 2:00 p.m.

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ **EMAIL:** _____

ACKNOWLEDGMENT OF ADDENDA: (circle each addendum) 1 2 3 4 5 6 7

If returning as a "No Proposal", please state reason (s): _____

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

X

AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

SECTION 00040



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

PROPOSER'S CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a Proposal for the City of Port Orange

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; Supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Purchasing Coordinator's name, address, phone numbers and e-mail address.** This is the only person (or his designee) you are allowed to communicate with regarding the Proposal and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the proposal.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Coordinator by the due date listed in the Bid and view the answers given in the formal "addenda" issued for the bid. All addenda issued for a proposal are posted on www.demandstar.com website and will include all questions asked and answered concerning the bid. It is the proposer's responsibility to be sure all addenda were received.
5. _____ **Follow the format required in the Proposal** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, bid acknowledgment form, exhibits, etc.
8. _____ **Check the website for proposal addenda's.** Before submitting your response, check the DemandStar website at www.demandstar.com to determine whether any addenda were issued for the proposal. If so, you must circle for each addenda issued on the "Proposer acknowledgment form".
9. _____ **Review and read the proposal document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.
10. _____ **Submit your response on time.** Note all the dates and times listed in the proposal and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

SECTION 00050

PROPOSER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

This checklist is for the Proposer's use in preparing their proposal. It is not intended to include all details necessary to prepare a proposal and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the proposer from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable proposal.

Proposer's Submittal Checklist:

1. _____ **Envelope #1: "Forms"** (1) original, (7) copies and (1) CD version of the proposal (tabbed and indexed, must be in the following order)

Forms:

- ☐ 1: Proposer acknowledgement form: (page 4)
- ☐ 2: Sworn Statement on Public Entity Crimes (page 27)
- ☐ 3: Anti-Collusion Statement (page 28)
- ☐ 4: Drug Free/ Tie Preference Statement (page 29)
- ☐ 5: Operational concepts and Plans (page 13)
- ☐ 6: Current Corporate Financial Statements (page 13)
- ☐ 7: Resumes of key Corporate Personnel Assigned to Project (page 14)
- ☐ 8: List of Golf Courses Managed by proposer (page 15)

2. _____ **Envelope #2: "Price"** (1) original, (7) copies and (1) CD version of the proposal (tabbed and indexed, must be in the following order)

Price:

- ☐ 1: Management Fee: (page 14)
- ☐ 2: Capital Improvement Plan (page 14)

SECTION 00100

INTRODUCTION AND GENERAL INFORMATION:

The City of Port Orange, Florida ("City") is seeking Proposals from qualified firms or individuals that are interested in providing management services for the City-owned Golf Club at Cypress Head. Proposals will be accepted from firms or individuals that have demonstrated experience in managing, leasing, and operating golf courses ("Proposer"). Experience in operating a public or municipal golf course is preferred.

The Golf Club at Cypress Head ("Club") is an eighteen-hole golf course that plays to a par 72 at 6,832 yards. It was constructed in the early 1990's using an Arthur Hill/Mike Dasher design that provides the general public with excellent playing conditions (greens, fairways and tees) and a balanced approach to challenges such as water hazards, bunkers, and traps. The greens, fairways, and tees are all meticulously maintained to provide the best possible playing conditions for the Club's customers. The Club also offers two practice putting greens, practice bunkers, and a lighted driving range, which includes target greens at various distances.

The Club has a fully stocked pro shop that offers all visitors a good selection of quality merchandise at affordable prices. The pro shop carries the latest equipment, apparel, and accessories in the golf industry. The Club utilizes an automated operating system that includes a point of sale for all merchandise, cart fees, rounds of golf, and other pro shop sales. It also provides for recording and tracking inventory.

The Cypress Head Bar and Grill offers a relaxing atmosphere with a varied menu of Continental and American cuisine. It has a fully stocked bar and a banquet facility that can handle groups as large as 200. The kitchen is equipped with all necessary commercial appliances like the griddle, char-broiler, ovens, deep fryer, walk-in refrigerator, industrial dishwasher, and the like. The liquor license is currently in the name of the Club.

The cart barn and the clubhouse have just been re-painted and the fascia board on both buildings has been repaired and replaced with aluminum. The maintenance facility is equipped with all of the modern tools and equipment needed to support the maintenance operations. Automated calibration equipment and reel sharpeners are already in use, lifts for tractors and mowers are installed, and sufficient storage areas exist for tools, fertilizers, seed, and parts inventory. A new fleet of golf carts was purchased in October 2011.

SECTION 00110

SCOPE OF SERVICES FOR LEASE PROPOSALS:

It is the intent of the City to acquire the services of an individual or firm to manage and operate the Club as a premiere public golf facility. The City is interested in maintaining a private/public partnership that will help the City operate its municipally-owned golf course. The company that is awarded a Management and Operations Contract ("Contract") by the City will then be expected to operate the Club in such a manner as to provide the residents of Port Orange and the general public the best golfing experience possible at an affordable price.

The City will accept proposals from interested parties that have at least the following minimum qualifications:

1. Have a minimum of five (5) years of experience within the last ten (10) years in the following golf related fields:
 - a. Total management and operation of a golf course facility similar to the quality maintained at the Club;
 - b. Pro shop operations, including driving range, merchandise sales, and golf cart operations. The City requires that the Proposer employ or contract with a "Class A" PGA professional to be on staff at the Club; and
 - c. Golf course maintenance operations. The City requires that the proposer employ a fully qualified and experienced individual (at least five (5) years as superintendent) that can effectively maintain and care for the Club in keeping with USGA standards and the specific standards identified in this RFP (preference given to experience in Florida).
2. Possess and demonstrate a record of financial responsibility commensurate with the obligations contemplated under this RFP.
3. Possess a competent record of employment or history of contract service in the operation of a similar golf facility as verified and supported by references, letters, and other necessary evidence from all employers and/or public agencies.

Operational Concepts

The Proposer that is awarded a Contract by the City will be expected to manage the Club and all of its operations consistent with modern management trends in the golf industry. The City desires to offer the public challenging playing conditions, meticulously manicured greens, fairways, and tees, and all other golf services that may be sought by the Club's patrons. It is up to each Proposer to fully describe their approach to the specific issues outlined in this RFP. See "Exhibit A" for a description of the required maintenance standards.

The Club has already established a number of operating policies and guidelines that are used in the decision making process of the Club's management team. These include bylaws, golf services policies, financial and accounting policies, maintenance policies, rate resolutions, defining the number and types of pre-paid annual passes that are sold, and establishing annual trail fees. The Club has a great relationship with the Men's Golf Association and the Women's Golf Association, as well as the Homeowner's Association of the Cypress Head Subdivision. These relationships have evolved over time and are founded in the implementation of the policies and procedures in place today. The City wants to ensure that these relationships are continued in the same spirit.

Since the Club is currently an Enterprise Fund of the City it is intricately involved in the annual budget development process (operating and capital) and is accounted for in the City's annual audit. The Club will acquire the services of an independent auditor to perform its audit separately, which is then "rolled" into the City's audit. The successful Proposer will be expected to prepare and present an annual operating and capital budget to the City each year in accordance with the budget calendar established by the City. The City operates under a fiscal year that begins October 1 and ends September 30 of each year. Proposers will be expected to operate under the same fiscal year.

The projected number of rounds played at the Club during fiscal year 2012 is 54,000. Approximately 15% of those rounds are played by the Club's annual play pass holders. The pro shop is expected to generate about \$1,000,000 from sales of greens fees, annual play pass holders, cart rentals, driving range, merchandise, and handicap fees. The food and beverage department is budgeted to generate \$290,000. More detailed information on the Club's financial history will be provided to all Proposers that attend the mandatory pre-proposal conference.

Marketing Plan

It will be the responsibility of the Proposer to develop and submit to the City a five-year marketing plan for the Club. The plan should identify target markets, establish goals and objectives for increasing the use of the driving range, golfing instruction, increasing sales in the pro shop, bar and grill, and increasing the number of rounds of golf.

Proposers should identify what media will be used to disseminate information about the Club's services. Performance indicators must be included in the marketing plan so the City can judge the performance of the Proposer in achieving the stated goals each year of the plan.

SECTION 00120

PROPOSAL EVALUATION

The City Council will evaluate proposals based on the criteria established in this RFP and will be responsible for reviewing and evaluating all proposals submitted. If submittals are received from five (5) or fewer Proposers, the City Council will interview and rank each. If greater than five (5) Proposers submit, the City Council will establish a "short list" of proposals they deem to be most advantageous to the City and will interview and rank those firms and/or individuals that were included on the "short list." Notwithstanding the above, the City Council reserves the right to conduct all interviews and oral presentations by any or all Proposers. The City Council is not bound to accept the top ranked proposal. It is the sole authority of the City Council to select the proposal that best fits the intent and desires of the City Council in regards to providing management and operations services at the Club.

Evaluation Criteria

1. Proposer's Experience and Capability (25 points)

- a. Proposer's demonstrated financial stability.
- b. Proposer's demonstrated operational capabilities stressing the ability to provide: comprehensive golf course maintenance services, pro shop, and food and beverage services; golf professional services; the methodology for course management and maintenance responsibilities, golf instructions, and other golf services.
- c. Proposer's verified experience in golf course operations.
- d. Proposer's demonstrated history of customer satisfaction.
- e. Proposer's verified history of compliance with obligations and responsibilities assumed for similar golf courses operations.
- f. Proposer's intended management team and proposed staffing plan.

2. City Financial Benefits (25 points)

The net expense to the City shall be based upon the proposed management fees and services identified by the Proposer in the proposal package. All firms or individuals that submit proposals for management and operations services should base their proposals on a five-year term. Options to extend the five-year agreement will be evaluated and, if agreed to by both parties may be included in the final agreement.

Award of the Contract will not be solely based on the cost of services being proposed; rather it will be based upon an extensive evaluation of criteria that includes qualifications of the firm and the senior staff assigned to the Club, methodology and management approach, understanding of the Club's municipal operating environment and the City's intent to keep it public, technical superiority, financial stability, and references. The results of this comprehensive evaluation will be the basis for determining which Proposal best fits the City's expectations.

3. Service Program (25 points)

- a. The nature and extent of the golf programs and related services to be offered.
- b. The Proposer's intended approach toward achieving and measuring customer satisfaction.

- c. The nature and extent of golf course, building and facility maintenance programs.
- d. The nature and extent to which the Proposer intends to maximize public use of the premises and the facilities.
- e. The proposed staffing plan for all operations. It is important to differentiate between full and part time positions, corporate employees and Club employees.

4. Understanding the Project and the City's Intent (25 points)

Proposers must clearly state their understanding of the City's intent to operate the Club in such a manner as to provide the public with excellent playing conditions and affordable services and products. It is necessary to recognize the need to balance that expectation with the desire to operate the Club strictly on a for-profit basis. Proposers should describe how they intend to strike that balance between providing the residents of Port Orange affordable golf and the desire to generate profits. It is also very important that each Proposer insure full accountability of all public assets and policies. Proposers should indicate how they envision transitioning into management of the Club to minimize or eliminate any disruption to the players and customers.

The City will in no way be obligated to subsidize or support the operation of the Club by the successful Proposer. The City will not pledge any revenues, taxes, fees, or other financial resources to pay expenses incurred by the firm that enters into the Contract with the City. The Club is an Enterprise Fund of the City and as such it must be able to pay all of its financial obligations, including operational expenses and debt from its own operating revenues. It will be the complete responsibility of the successful Proposer to insure that the Club operates in a financially responsible manner.

SECTION 00130

PROPOSAL FORMAT

The complete original proposal, seven (7) copies and one CD version must be submitted in a sealed package and received by the City no later than **May 2, 2012**. All proposals shall be clearly marked **RFP for Management Services for the Golf Club at Cypress Head**. Proposers shall file all documents necessary to support their proposal in the format provided and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals prior to the date and time specified and to the following individual during regular business hours:

Tom Cinefro
Purchasing Coordinator
City of Port Orange
1000 City Center Circle
Port Orange, Florida, 32129

It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled closing time. NO LATE Proposals will be accepted or considered.

Unless otherwise specified, Proposer's shall use the proposal forms supplied by the Purchasing Division. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:00 p.m.**, on the date indicated in the proposal documents or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms; it will be evaluated and deemed responsive or non-responsive. All proposals deemed non-responsive will be returned to the proposer and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive proposers will be opened and read aloud at **3:00 P.M.**, the same day. Proposals (Envelope #1 and #2, respectively) shall contain one (1) original and seven (7) copies, and one (1) electronic copy unless otherwise indicated in the legal advertisement and shall be addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in Two (2) SEALED ENVELOPES. The envelopes shall be plainly marked on the outside to include the bid project name and bid number.

Hand deliveries of envelopes shall be made to the Clerk's Office, 1st floor City Hall, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129.

The following list of headings is provided as a method of cataloguing requested information for comparative purposes.

- 1) Operational Concepts and Plans
- 2) Current Corporate Financial Statements
- 3) Management Fee
- 4) Capital Improvement Plan
- 5) Resumes of Key Corporate Personnel Assigned to Project
- 6) List of Golf Courses Managed by Proposer

A more comprehensive description of the information requested in each of the topic areas is described below. Please keep in mind that the body of this RFP contains many references to important information a Proposer must supply to the City in their proposal. It is the sole responsibility of a Proposer to read each section carefully and provide the City with all of the information requested in this RFP.

1. PROPOSER'S OPERATIONAL CONCEPTS AND PLANS

The Proposer must describe in detail the proposed management plans and methods, its financial commitments (if any), and plans in regard to the following:

- A. Overall statement of operational plans for the Club, including transitional plans.
- B. Overall statement summarizing the existing and future operating environment of this public golf course.
- C. Detailed description of management approach and plans for:
 - 1. Course Maintenance and Improvement
 - 2. Capital Improvement Program (greens, fairways, tees, and buildings)
 - 3. Golf Cart Rental Program
 - 4. Food and Beverage Services (including banquets)
 - 5. Pro Shop Operation
 - 6. Golf Professional and Instructions
 - 7. Junior Golf Program
 - 8. Tournaments and Special Events
 - 9. Driving Range
 - 10. Men's and women's golf associations
 - 11. Staffing Plan
 - 12. Use of starters and rangers
 - 13. Pace of play regulation
 - 14. Marketing strategies and plans (golf, food/beverage, and merchandise)
 - 15. Any other new programs

Proposers should submit copies of policies and procedures, organizational charts, job descriptions, etc. that they use in their everyday effort to improve the businesses they are responsible for managing. The Proposer hereby acknowledges that these attachments and statements are an integral part of the proposal and as such are truthful and complete. Furthermore, Proposer affirms its liability to the City in carrying out its proposed operational concepts, financial commitments and plans, should it be the successful Proposer.

2. CURRENT CORPORATE FINANCIAL STATEMENTS

Each Proposer is required to submit a true copy of their current financial statements or the most recent independent audit report of the Proposer. The City will use this and other information to make an informed judgment of the financial stability of the Proposer. Proposers are encouraged to fully discuss

their financial profile and offer the City insight into their capacity to obtain financing for large-scale projects and equipment purchases.

3. MANAGEMENT FEES

Fee Proposal Instructions: Each Proposer must submit a description of the management fees they propose the City pay for their services. Proposers will provide, at a *minimum*, the requested information in the form described below. More complete narrative descriptions of the Proposer's offer are encouraged. Proposers are not limited to only proposing a monthly management fee. The City will accept fee proposals that include alternative approaches to the base management fees, such as profit sharing and other performance incentives so long as they are in compliance with the Internal Revenue Code requirements attached as "**Exhibit B**".

The Proposer agrees to provide management and operational services at the Club for the following fees:

Year 1 \$ _____ Year 5 \$ _____
Year 2 \$ _____
Year 3 \$ _____
Year 4 \$ _____

* Proposers must identify the financial relationship that will exist between the corporation and the Club. Include a description of the methods used to transfer funds from the Club's operating accounts to corporate accounts, what amounts will be transferred, and how often will the transfers be made.

4. CAPITAL IMPROVEMENT PLANS

The undersigned agrees that the annual dollar amount of Capital Improvements shall not be less than:

Year 1 \$ _____
Year 2 \$ _____
Year 3 \$ _____
Year 4 \$ _____
Year 5 \$ _____

It will be the responsibility of the Proposer to determine what capital projects are needed to improve the overall operation and maintenance of the Club. The successful Proposer will be expected to insure that the minimum amount for capital projects is adequately funded within the annual operating and capital budget approved by the City each year. Proposals should also include a description of the projects they believe will be necessary to maintain the long-term viability of the Club.

5. RESUMES OF KEY PERSONNEL ASSIGNED TO THE CLUB

Proposers must include a resume of each officer or employee that will be responsible for managing the Club under the terms and conditions of the ensuing contract. All resumes for any corporate employees, agents or assigns that may have any interest in the Club or the ensuing contract must also be included.

6. LIST OF GOLF COURSES MANAGED BY PROPOSER

Provide a comprehensive list of golf courses owned or operated by the Proposer (over the past five years), its officers or employees and the individuals that will be assigned to the Club. Be sure to include contact information. If Proposers have conducted surveys to determine customer satisfaction at those facilities please include that information in your Proposal package.

SECTION 00140

GENERAL TERMS AND CONDITIONS

Some of the following terms and conditions will be applicable to the proposal process while others are provided as insight into the contractual obligations that will be expected when a final agreement is negotiated. The successful Proposer will be expected to enter into contract negotiations with the City to identify the entire contractual relationship that will exist.

1. Request for Additional Information: Prior to the final selection, Proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications to perform under the terms of this RFP and subsequent Contract.
2. Denial of Reimbursement: The City will not reimburse Proposers for any costs associated with the preparation and submittal of any proposal.
3. Right of Rejection and Clarification: The City reserves the right to reject any and all proposals or parts of proposals and to request clarification of information from any Proposer. The City is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
4. Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
5. Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers shall become the property of the City when received.
6. Right of Negotiation: The City reserves the right to negotiate with the selected Proposer the exact terms and conditions of the Contract.
7. Indemnification and Insurance Requirements: In consideration of the Contract, if awarded, the successful Proposer agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of this RFP.

The successful Proposer shall hold harmless, indemnify and defend the indemnities (as herein defined) against any claim, action, loss, damage, injury, liability, cost or expense whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of the Contract (including goods and services provided thereto) by or on behalf of the successful Proposer, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: the City of Port Orange and its members, officers and employees.

Prior to award, the successful Proposer has five (5) business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage may cause the successful Proposer to be considered non-responsive and not eligible for award of the Contract. The insurance coverage and limits shall meet, at a minimum, the specifications of the insurance currently in place and as more explicitly described on the Club Insurance Program pages 1, 3-14 and Statement of Values, attached as "**Exhibit C.**" Any variations to these specifications must be explained. Neither approval nor failure to disapprove the insurance furnished by the successful Proposer shall relive the Proposer of its full responsibility to provide insurance as required by the Contract.

8. Cancellation of Insurance: No change or cancellation in insurance shall be made without thirty (30) days written notice to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within five (5) days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached which shall justify the termination thereof.
9. Protection: Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Proposer during the term of contract, and the Proposer shall be held responsible for any damage to the property occurring by reason of his operation on the property.
10. Coordination with the City: The Proposer shall fully coordinate its activities in the performance of the contract with the City and shall meet with the Golf Advisory Board on a monthly basis. As the work of the Proposer progresses, advice and information on matters covered by the contract shall be made available by the contractor to the City throughout the effective period of the contract.
11. All material developed or acquired by the Proposer as a result of work under the contract shall become the property of the City when the contract expires or is terminated. No material or reports prepared by Proposer shall be released without the prior written consent of the City.
12. Conflict of Interest: No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.
13. The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the Contract.
14. Independent Contractor: The Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance,

minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

15. Termination: The City may cancel the Contract at any time for breach of contractual obligations by providing the Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.
16. Licenses, Permits and Taxes: The Proposer shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, or the U.S. Government now in force or hereafter to be adopted. The Proposer shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation of the golf course. The Proposer shall also be solely responsible for payment of any and all taxes levied on the operation including sales and use tax, real estate and personal property tax.
17. Contract Monitoring: The management and operation of the golf course will be subject to routine monitoring by a City Contract Administrator. The indirect costs associated with this position and City oversight will have to be borne by the successful Proposer. Those costs will be calculated annually during the budget development process, provided to the successful Proposer, and will be considered as an operating expense of the Club. There will also be an annual review before the City Council. Such annual review is to occur within ninety (90) days of end of the fiscal year and will include audited financial statements, maintenance performance, course usage and activities, capital improvements, facilities maintenance, and future programs.
18. Applicable Laws: In connection with the furnishing of supplies of performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable.
19. Non-discrimination: There shall be no discrimination as to race, sex, color, creed or national origin in the operations referred to by this RFP; and further, there shall be no discrimination regarding any use, service, maintenance or operation of the premises. All facilities located on the premises shall be available to the public, subject to the right of the Proposer to establish and enforce rules and regulations to provide for the safety, orderly operation, and security of the facilities.
20. Reports: Monthly reports of activities shall be submitted to the Director of Parks and Recreation by the 15th of each month. Reports can be in the form developed by the Proposer and approved by the Director of Parks and Recreation. Reports to be submitted include but are not limited to the following
 - 1) Gross Revenue Statement
 - 2) Sales Tax Report

- 3) Staff Vacancies
- 4) Maintenance Conditions Report
- 5) Rounds of Golf
- 6) Expenditures Statement

Within ninety (90) days after each fiscal year an annual report of the golf course activities, revenues, improvements and conditions must be prepared by the Proposer for review by the City Council and will include but are not limited to the following:

- 1) Revenue Report
- 2) Capital Improvement Status
- 3) Equipment Inventory
- 4) Organizational Chart
- 5) Rounds of Golf Report
- 6) Expenditures Statement broken out by standard expenditure classifications*
- 7) Marketing Plan and Performance Report
- 8) USGA Turf Advisory Report

*Said statement shall be certified as true, accurate and complete by the Proposer, by and through a duly authorized independent Certified Public Accountant. The City may take any action necessary to monitor the progress of the contractor if deemed in the best interests of the City.

21. Records, Accounts and Audits: The Proposer shall keep on the Premises, or such other place within Volusia County, Florida approved by the City, true, accurate and complete records and accounts of all sales, rentals and business being transacted upon or from the Premises and shall give the City access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts.

Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of Proposer's gross receipts pursuant to generally accepted auditing standards. The City's Internal Auditor or designee shall have the right, during regular business hours to audit, inspect, examine and copy the Proposer's fiscal and financial records, books, ledgers, statements, reports, tax returns and documents relating to this agreement and the Proposer's revenues thereunder throughout the term of this agreement and for three (3) years following its expiration or cancellation.

22. Existing Contracts: Proposer acknowledges that the City has entered into certain contracts for tournaments to take place after the commencement date of the term of this Agreement and has entered into a Golf Cart Lease Contract. Proposer shall assume, observe and agree to be bound by the provision of those contracts.
23. Closing of Facilities: If closure of the facilities is due to fire damage, flood, civil disorder, acts of God, etc., to some, but not all, of the facilities, the City will allow prorated adjustment of quarterly payments up to the time the damage is repaired. Payment shall be continuous and uninterrupted and any adjustment shall be made by a credit applied to the monthly payment.

24. Intent: It is the intent of these specifications to grant to the Proposer the right to manage, operate and maintain the Club located at 6231 Palm Vista Street, Port Orange Florida.
25. Beginning of Operations: The successful proposer must assume all operations no later than October 1, 2012, unless otherwise agreed upon.
26. Hours of Operation: During the term of the Agreement, the facilities shall be open and properly staffed seven (7) days per week, with appropriate hours to serve golf patrons and the general public. Operation hours shall be submitted for approval.
27. Managerial Services: The Proposer shall have an experienced manager or managers on the premises at all times. Should any vacancy occur in the position of course manager or course maintenance superintendent, Proposer will advise the City in writing fifteen (15) days in advance of hiring as to the identity and the qualifications of any person whom the Proposer intends to place in such vacant position. The City reserves the right, at its sole discretion, to disapprove any such selection.
28. Proposer's Employees: All full time and part time employees at the Club will be required to submit to a drug screening. Employment of any convicted felon must be approved by the City Manager.

Conduct of the employees of the Proposer shall be subject to reasonable regulation by the City. All employees shall observe all the graces of personal grooming.
29. Course Operations: Proposer shall observe and comply with all of the City's existing policies concerning advance registrations, tournaments, men's and women's clubs, green fee discounts, use of the City's golf course by juniors, high school and college students and seniors, and starter services. Proposer shall not change any of said policies nor institute new policies without first obtaining the written consent of the City.
30. City Reservation: The City reserves the right to utilize the Club for City organized events for a minimum of four (4) days per year. The City will not be obligated to pay the greens and cart fees for those events. The dates and times of the events will be negotiated between the successful Proposer and the City. The City also reserves the right to utilize the banquet facilities for ten (10) gatherings per year for City organized affairs. The City will pay for food and beverages provided at the events at direct cost. No overhead expense (including personnel) or profit margin can be built into the cost of services.
31. Disclosure of Information: The Proposers who attend the Mandatory Pre-proposal Conference will be provided the opportunity to tour the Club and all of its property, ask questions of City and Club staff, seek clarification of requested information or the RFP process, and will receive a packet of current and historical financial and operational data.
32. Questions: All prospective Proposers are hereby cautioned NOT to contact any member of the City of Port Orange, the City Council, nor any member of the any evaluation or evaluation committees that may be appointed. Any questions concerning the RFP package shall be submitted in writing by email, fax or mail to Tom Cinefro, Purchasing Coordinator, tcinefro@port-orange.org, fax 386-756-5376, or 1000 City Center Circle, Port Orange, Florida

32129. No representation from any individual in the City is binding unless expressly stated to or by the City. Any attempt to lobby or persuade the result of the process through any other channels shall result in disqualification.

33. Submissions Deadline: Proposal packages are due no later **May 2, 2012 at 2:00 p.m.** The City of Port Orange will NOT accept or consider any late submittals. Please make sure that your proposal package is received by the Purchasing Coordinator, Tom Cinefro, 1000 City Center Circle, Port Orange, Florida 32129, no later than the specified date and time.

Due to the timing of mail service, the City cautions proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Proposals received after the established deadline shall not be considered.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Any proposal received after **2:00 p.m.** (local time), **May 2, 2012** will not be considered and will be returned unopened. Proposals, once received, become the property of the City, cannot be withdrawn, and will not be returned to the proposers. Upon opening, proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Unless otherwise specified, Proposer's shall use the proposal forms supplied by the Purchasing Division. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:00 p.m.**, on the date indicated in the bid documents or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms, it will be evaluated and deemed responsive or non-responsive. All bids deemed non-responsive will be returned to the bidder and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive bidders will be opened and read aloud at **3:00 P.M.**, the same day.

Proposals (Envelope #1 and #2, respectively) shall contain one (1) original and seven (7) copies, and one (1) electronic copy unless otherwise indicated in the legal advertisement and shall be addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in Two (2) SEALED ENVELOPES. The envelopes shall be plainly marked on the outside to include the bid project name and bid number.

Hand deliveries of envelopes shall be made to the Clerk's Office, 1st floor City Hall, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129.

34. All proposal packages must be submitted in a sealed envelope clearly marked **"RFP 12-11 Management Services for the Golf Club at Cypress Head"**. The name of the Proposer and the address of the Proposer must also be clearly identified on the outside of the envelope.
35. Waiver Rights: The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in the proposals received whenever such waiver or rejection is in the best interests of the City and/or it doesn't meet the minimum requirements set forth. All reasonably responsive proposals will be considered. However, the City reserves the right to waive formalities or informalities in proposals, to reject, with or without cause, any or all proposals or

portions of proposals, or to interview or not interview individual proposers, and to accept any proposal(s) or portions of proposals deemed to be in the best interest(s) of the City.

36. Conduct of proposers: All submitters or individuals acting on behalf of submitters are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Proposal Evaluation Committee, City Council members, or staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a proposer. All submitters or individuals acting on behalf of submitters are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Proposal Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified submitters. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be channeled through the Office of Purchasing. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, CRA members, City Council members and the CRA Proposal Evaluation Committee during a public meeting shall not be considered a violation of this requirement.
37. Public Records: Florida Statutes 119.071(1)(c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10 day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, *portions of such meetings* may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither bidders, nor the public will be permitted to sit in on meetings wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing bidders, but the new law makes it more difficult to observe the entire decision making process until after the records become available for inspection and copying.
38. Separation and distribution: This RFP has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of RFP #12-11 at: www.demandstar.com
In addition, vendors may obtain a PDF version of the RFP Proposal by submitting an Email request directly to: Tom Cinefro, Purchasing Coordinator, E-mail: tcinefro@port-orange.org

39. Additional information/Addenda: All questions concerning this RFP must be submitted In Writing no later than **5:00 p.m. on April 26, 2012** to:

Tom Cinefro, Purchasing Coordinator
1000 City Center Circle, Port Orange, FL 32129
tcinefro@port-orange.org

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

40. Late proposals, late modifications and late withdrawals: Proposals received after the Proposal Due Date and time are late and shall not be considered. Modifications received after the Proposal Due Date are also late and shall not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and shall not be considered.
41. RFP Postponement/Cancellation/Waiver of Irregularities: The City may, at its sole and absolute discretion, reject any and all, or parts of, proposals; re-advertise this RFP for new proposals; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP, or to accept that proposal which best serves the interest of the City.
42. Cost incurred by proposers: All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment shall be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Council.
43. Proprietary Information: Responses to this Request for Proposals, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

44. Rules, Regulations and Licensing Requirement: The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.
45. Review of Proposals: Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive. The City Council will review and evaluate all proposals submitted in response to this RFP.
46. Records/Audit: The proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.
47. Conflict of Interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. Further, all proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.
48. Legal Requirements: Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to RFP hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
49. Public Entity Crimes Statement: Proposers are hereby notified about Section 287.133(2)(a), Florida Statutes, which requires that:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or

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

50. State Licensing requirement: All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State Of Florida’s Department of State.

The offeror shall have, prior to making this offer, met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation which evidence such qualifications with your response to this RFP; and, that the offeror shall provide follow-up evidence that the contractor maintains such credentials throughout the period of the agreement.

A copy of a current certificate of authority from the Secretary of State authorizing your company to do business in the State of Florida; or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to this RFP. Information concerning certification with the Secretary of State can be obtained at <http://ccfcorp.dos.state.fl.us/index.html>.

51. Use of proposal forms: Proposers should complete the appropriate Proposal Form(s) included in the RFP. All blanks on the Proposal Forms should be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of your proposal.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Proposal Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature on the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the proposal. The original proposal, and each copy submitted, should contain an original signature on the Proposer’s Acknowledgement Form contained in each Proposal Form.

52. Irrevocability of proposal: Each proposer agrees that proposals shall remain open until the effective date not to exceed 60 days after selection, shall not be subject to revocation, and shall be subject to the City Council’s acceptance of a contract with the proposer.
53. Contract: The City anticipates entering into a contract with the proposer within one hundred twenty (120) days after selection has been made. The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the City Council and executed by all parties. All proposers shall honor their proposal for 120 days after selection of the first proposer.

54. Hold harmless/indemnification provision: Upon execution of a contract, the successful proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This contract requirement shall be reflected in the insurance coverage certificate.

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____ Authorized Agent or Official for _____ by signing below hereby certifies that neither he/she nor the firm of _____ is or has been placed on the convicted vendor list, now or within the period of thirty-six (36) months.

Signed By: _____

President/Authorized Agent or Official

Witnessed By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012,

by _____, President, Authorized Agent or

Official of _____ a Florida Company, who is personally known to me or

who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Commission No. _____

SECTION 00180

ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By Signing this form, the bidder agrees that this bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. UMBER: _____

NO bid may be withdrawn for a period of sixty- (60) days subsequent to the submittal of the bids, without the consent of the City of Port Orange.

NO BID (REASON):

SECTION 00190

DRUG FREE/TIE BID PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE

Section 00200

TIMELINE:

Release RFP to proposers (date of publication/notice)	April 2, 2012
Pre-Proposal Conference (mandatory)	April 11, 2012
Deadline for Questions	April 26, 2012 5:00 p.m.
Proposal Submission Deadline (envelope #1 & 2)	May 2, 2012 2:00 p.m.
Interviews & Ranking of Proposals (if 5 or less Proposers) OR Shortlisting of Proposers (if greater than 5 Proposers)	May 8, 2012
Interviews & Ranking of Shortlisted Proposers (if needed)	May 29, 2012
Approval of Selected Proposer (date of selection)	June 5, 2012
Negotiation (no later than)	August 7, 2012
City Council consideration of contract	August 17, 2012

PRE-SUBMITTAL MEETING:

A pre-submittal meeting will be held at **10:00 a.m.** on **April 11, 2012** at the Port Orange City Hall, City Council Chambers/1st Floor, 1000 City Center Circle, Port Orange Florida 32129. Attendance is **mandatory**. Please note: This shall be a public meeting and shall be an opportunity for prospective respondents to directly address City staff regarding this RFP.

SECTION 00210

EXHIBIT "A"

Maintenance Standards for the Club

Greens, Fairways, and Tees

One of the most important components of providing exceptional services to the golfing community is to give players a meticulously maintained course. The condition of the greens, fairways, and tees and all other areas within the property lines of the Club must be monitored daily and maintained to United States Golf Association (USGA) standards. The greens have been designed and constructed in accordance with USGA standards and the City expects them to be maintained accordingly. To ensure this, it will be the responsibility of the successful proposer to present an annual USGA Green Section Turf Advisory Service Report to the City Council. The successful Proposer will be required to maintain on site all of the necessary records, files, and documentation used to verify maintenance activities.

The City understands that many conditions (weather, soil, wind, disease, etc.) affect a Proposer's "routine" maintenance practices. For example, improved playing conditions may be achieved by increasing the number of top dressing applications or verticuts on the greens and fairways. The City encourages Proposers to identify a higher level of maintenance standards in their proposal package, with the understanding that the base level must be provided at a minimum. In order to evaluate proposals consistently and for future performance evaluations the following are the base maintenance standards that must be provided by each Proposer. Any deviation to the base standards the City has identified must be clearly described in full detail in the proposal package. Along with a description of a proposed deviation to the base standards, Proposers will be required to explain the reasons they want to offer an alternative approach.

I. Fertilization Requirements

GREENS

- Greens should be fertilized with a nitrogen fertilizer using a minimum of 14 lbs. per 1000 sq. ft. and no more than 16 lbs. per 1000 sq. ft. per year.
- During the overseed period (November – April) the Greens will be spoon fed @ .125 lb. per 1000 sq. ft. of Nitrogen per application.
- There should be a minimum of three granular fertilizer applications using a 4-1-2 or 2-1-2 ratio of NPK (Nitrogen, Phosphorous, and Potassium).
- One week prior to overseeding an application of granular fertilizer will be applied as a pre-plant/starter to winterize the turf and help germinate the overseed.
- During the warmer months of April through October, monthly and weekly applications of fertilizer will be applied using the 4-1-2 or 2-1-2 ratios and can be applied as granular or spray.

- Proposers may use any combination of slow release and soluble nitrogen release fertilizers as well as complete combination fertilizers.
- Phosphorous, Potassium and minor elements are an important part of turfgrass and must be applied on a program with Nitrogen. Each year the program will be submitted to the USGA Agronomist in preparation for the required annual turf grass report.
- Fertigation through the irrigation system is not an acceptable method of applying the required fertilizers. Fertigation can only be used as a supplemental form of plant nutrition and surfactant application.

TEES

- Tees should be fertilized a minimum of eight times each year. The minimum rate of application of Nitrogen and Potassium is 8 lbs. per 1000 sq. ft.
- Phosphorus should be applied eight times each year with a minimum of 5 lbs. per 1000 sq. ft. in one year.

FAIRWAYS, ROUGHS, DRIVING RANGE, AND CLUBHOUSE TURF

- These areas will require a minimum of six (6) fertilizer applications per year; fertigation is not to be included in the number of applications.
- A minimum of 6 lbs. per 1000 sq. ft. of Nitrogen and Potassium are required.
- Phosphorus should be applied six (6) times each year with a minimum of 5 lbs. per 1000 sq. ft. in one year.

LANDSCAPE, ORNAMENTALS, AND SHRUBBERY

- Each of these will require at least two fertilizer applications per year.

SOIL ANALYSIS

- Soil samples should be taken twice a year on Greens, Tees, and Fairways.
- Fertilizer applications may be tailored to the soil needs.
- A certified laboratory should analyze the samples and the resulting report will be used to make treatment decisions.

II. Mowing Requirements

GREENS

- Greens will be mowed on a daily basis, weather permitting.

- If Greens' mowing is skipped, it shall be recorded in the daily log and a description of the circumstances that prevented the mowing should also be provided.
- Mowing heights will be maintained on a daily basis to keep a smooth rolling surface and a stimpmeter speed of at least 9 and no more than 10.5 (stimpmeter must meet the U.S.G.A. requirements).
- This activity should be scheduled at such a time as to limit the interference of play.

TEES, FAIRWAYS, AND APRONS

- Must be mowed at least three times per week.
- Mowing heights must be maintained at .500 or lower.
- This activity should be scheduled at such a time as to limit the interference of play.

ROUGHS

- Must be mowed at least two times a week.
- Mowing heights can be maintained at 1.250" – 1.750".
- This activity should be scheduled at such a time as to limit the interference of play.

MISCELLANEOUS

- Bunker slopes, bahia grass, clubhouse turf, and all other turf areas should be mowed at least one time per week.
- During cooler months it may be acceptable mow bi-weekly.

III. Cultural Practices

AERIFICATION

Greens – are required to be aerified 3 times per year between the months of April and September. Coring tines with a minimum diameter of .500" are required to be used two of the three times. The third aerification should be done with .250" tines.

Tees and Aprons – are required to be aerified at least two times a year with .500" coring tines.

Fairways and Roughs - are required to be aerified at least two times a year with .750" coring tines.

Topdressing - is required following aerifications. Topdressing material should meet the requirements of the U.S.G.A. specifications. All cored holes and turf canopy of all greens, tees and aprons should be filled and covered.

Traffic and Wear Areas – require year round solid tine aerification to reduce compaction and matted/worn turf areas.

VERTICUTTING

Greens – are required to be verticut monthly from April through November or until overseeding takes place. Light top dressing will be applied after each verticut.

Fairways - should be on a light verticutting schedule or bi-annually with a heavy and aggressive verticutting.

Tees and Aprons - should be on a light verticutting schedule or bi-annually with a heavy and aggressive verticutting.

IV. Overseeding

GREENS

A minimum of 8 lbs. per 1000 sq. ft. of *Poa Trivialis* greens grade seed shall be applied in late October and no later than the second week of November. Prior to overseeding all of the appropriate cultural practices should take place (i.e., verticutting, topdressing, etc.).

FAIRWAYS

A minimum of 300 lbs. per acre of fairway, turf-type perennial ryegrass seed must be applied in late October and no later than the second week of November.

TEES AND APRONS

A minimum of 500 lbs. per acre of fairway, turf-type perennial ryegrass seed must be applied in late October and no later than the second week of November.

V. Chemical Program

HERBICIDES

- A post and pre emerge program should be in place prior to each weed season.
- A minimum of two pre-emerge summer weed control applications are to be scheduled between February and June.
- Products such as Ronstar, Dimension, and Pendimethalin are acceptable for these purposes and should be used in conjunction with a granular fertilizer application.
- Pre-emerge control for *Poa Annua*, escape rye grass, and winter broadleaf is also required during overseeding months.

- Post emergent control will be on an as needed basis on all turf and landscape areas such as tree rings and plant bed edges.
- Mechanical removal of all weeds is strongly recommended before herbicides are applied.

INSECTICIDES

- Preventative and post treatment programs for mole crickets, ants, all types of worms, grubs, wasps, and any other turf damaging insects are required.

FUNGICIDES

- Preventative and post treatment programs for disease are required.

VI. *Cups and Pins*

- Cup locations should be changed at least seven (7) times a week.
- Cups should be moved at least twenty (20) feet from previous location.
- Cups should be replaced at least two (2) times a year and painted on a bi-weekly basis.
- Pin locations are affected by many factors. Proper placement of the pins requires judgment and knowledge of the game. The USGA recommends that the pin be placed at least five (5) paces from the nearest edge of the green. Pins should not be placed in tricky positions.
- The pin should be placed according to the design of the hole. For example, for long shots with a wood or low iron, pins should be placed far enough from the front and sides to accommodate the required shot and provide adequate room to put.

VII. *Repairs*

- Repair all ball marks, divots, and other damaged turf on greens and practice greens daily.

VIII. *Cart Paths*

It will be the responsibility of the Proposer to maintain the concrete cart paths throughout the course. The paths must be maintained free of all debris and weeds. All repairs to the cart path must be accomplished in a timely manner so as to provide a safe route for moving about on the course. Proper herbicides will be applied and routine edging will be required to accomplish this requirement. Erosion control will also be necessary in some areas to avoid degrading the integrity of the paths.

IX. Irrigation

It shall be the responsibility of the Proposer to insure that all of the equipment required to irrigate the golf course is maintained in good repair. The Club uses reclaimed water from the City's wastewater system in its routine irrigation practices. The source of the water used for irrigation is surface water obtained from the ponds on the property, one of which is the receiving pond for the re-use water.

Proposers will be expected to repair and replace all heads, valves controllers, pumps, wiring, and lines as needed to keep the proper operation of the irrigation system on the entire golf course. The greens, fairways, and tees will be irrigated as is necessary to insure the best playing conditions and support proper growth of the turf. Many conditions affect the frequency and amount of irrigation used in each application. It will be the responsibility of the Proposer to determine this frequency. The USGA annual turf advisory report provided by the Proposer to the City each year will provide an independent assessment of how well the successful Proposer performed this and other maintenance requirements set forth by City policies.

X. Fleet Maintenance and Golf Carts

The City acquires most of the capital equipment used in the operations of the golf course on behalf of the Club and then leases the fleet to the Club. The maintenance equipment and the golf carts therefore are not a part of the Club's inventory, rather it is on the City's inventory. A new fleet of golf carts was purchased in October 2011. The City wants all Proposers to be aware of this pre-existing obligation and recognize that the annual lease payments are established each year during the City's annual budget development process. The City will entertain offers to purchase the equipment and carts.

Fleet maintenance is an integral part of maintaining the playing conditions of the course. Therefore, it will be the sole responsibility of the successful Proposer to maintain the equipment in good working order and service the equipment when required. It is imperative that each Proposer insures that the equipment used by the staff is in the best shape possible. This will require warranty enforcement, repair and maintenance of damaged equipment, such as hydraulic leaks, calibration problems, tires, and many other equipment problems. Equipment operators must be trained in the use and care of all such equipment and must be alert to operational problems that occur while on the course. Avoiding damage to the greens, fairways, and tees from operator errors and poor fleet maintenance practices is an important aspect of maintaining the course in top playing shape.

Therefore, proposals must include a description of the Proposer's preventative maintenance and equipment operator training programs in the Operational Concepts section of the proposal package. Also, the proposal package must identify the recommended renewal and replacement program for the equipment and carts.

XI. Facility Maintenance

It will be the sole responsibility of the Proposer to insure that all of the Club's facilities (clubhouse, restaurant, cart barn, maintenance facility and course restrooms) and buildings are maintained in a manner consistent with a first-class destination and a premier municipal golf course. Cleanliness of the grounds around the facilities and the exterior and interior of the buildings must be maintained to a level

that is satisfactory to the City. The normal routine maintenance of the facilities must be designed to keep the premises in a good state of repair, free from hazardous conditions and deterioration, thus providing a comfortable and safe environment for all visitors and patrons of the Club. This will include, at a minimum:

1. repairing and maintaining
 - a) the HVAC system
 - b) kitchen equipment
 - c) range ball dispenser
 - d) range lights
 - e) electrical system
 - f) security systems
 - g) plumbing
 - h) buildings
 - i) fences
 - j) parking lot landscape irrigation
 - k) entrance sign and other signage
2. repairing and replacement of all office and restaurant furnishings, including window treatments
3. trash and rubbish removal
4. providing full utilities to all buildings
5. providing janitorial services

XII. Lake Maintenance

The costs associated with lake maintenance will be the responsibility of the successful Proposer; however, the City's Public Works Department will oversee the lake maintenance and vendor contract since some of the lakes are included in the original mitigation plan approved by the State of Florida Department of Environmental Protection. It is imperative that the lakes are maintained in accordance with applicable laws, rules and regulations.

SECTION 00220

EXHIBIT "B"

The Golf Course facility was financed with tax-exempt bonds. Accordingly, proposals must comply with the Internal Revenue Code requirements relating to "qualified management contracts".

General Requirements for Management Contracts. A Qualified Management Contract must:

1. Provide for reasonable compensation for services with no compensation based in whole or in part on a share of the net profits on the operation of the facility. The compensation can be based upon increases in gross revenues (or adjusted gross revenues), or reductions in expenses is permissible, but the arrangement may not be based upon both increases in gross revenues and any portion of the expenses.
2. The term of the contract cannot exceed 80% of the reasonably expected useful life of the property. Due to the proposed length of the contract, this is unlikely to be of concern in the context of the Golf Course.

Permissible Arrangements. The permissible arrangements are generally based upon the concept of some portion of the compensation's being a periodic fixed fee. Periodic fixed fee means a stated dollar amount for services rendered during a specified period of time. For example, \$1,000 per month is a periodic fixed fee. The dollar amount may be adjusted in accordance with a specified objective standard such as the consumer price index. A fixed fee is contrasted to a capitation fee (based upon the number of persons) or a per unit fee (based upon the number of units of an item provided or sold), both of which are not periodic fixed fees. A second concern is the term of the arrangement and this will include renewal options where the service provider has a right to renew the contract. A right on the behalf of the City to renew the contract, or a renewal which must be mutually agreed upon, will not constitute a renewal option (even if it expected to be renewed).

The permissible arrangements are as follows:

- (i) 95% fixed fee — 15 years. At least 95% of compensation to the manager for each annual period during the term of the contract is based upon a periodic fixed fee. The term of the contract must not exceed 15 years.
- (ii) 80% fixed fee — 10 year term. At least 80% if the compensation to the manager for each annual period during the term of the contract is based upon a periodic fixed fee. The term of the contract must not exceed 10 years.
- (iii) 50% periodic fixed fee — 5 year term. The contract must be terminable by the service provider upon reasonable notice, without penalty or cause, at the end of the third year if the contract term.
- (iv) Per unit fee — 3 year term. All of the compensation is on a per unit fee basis or combination of a periodic fixed fee on a per unit basis. Term of the contract does not exceed three years and the contract is terminable by the manager on reasonable notice without penalty or cause at the end of the second year of the contract term.

SECTION 00230

EXHIBIT "C"

CLUB INSURANCE PROGRAM

PREPARED FOR:

City of Port Orange DBA The Golf Club at Cypress Head, Inc.

6231 Palm Vista Street

Port Orange, FL 32128

07/01/2011- 07/01/2012

Presented by:

Town & Country Insurance Agency, Inc.

Program Manager:

Bollinger Inc.

101 JFK Parkway

Short Hills, NJ 07078

(800) 446-5311

CLUB INSURANCE PROGRAMS COVERAGE SUMMARY

PACKAGE POLICY

PROPERTY COVERAGE

Coverage protects your Club against direct and consequential loss resulting from a covered cause of loss. Coverage is provided on a special club form unless otherwise noted.

- ◆ Blanket Building & Personal Property \$ 2,276,200
- ◆ Deductible* \$ 2,500
 - *Windstorm/Hail Deductible- 5% of each building/contents subject to a \$100,000 minimum per occurrence, each location. will apply ONLY to those occurrences designated as Named Storms.
- Risk of direct physical loss to building and personal property, includes bridges, towers, pipes, dams, exterior light fixtures and poles, inground sprinkler systems and equipment, tennis courts, televisions and radio satellite dishes and antennas, fences, bulkheads, pilings, piers, wharves, docks, retaining walls, roadways, walks, patios, other paved surfaces, outdoor signs, lightning detection/warning systems, foundations and swimming pools. Includes risk of direct physical loss the personal property of others. Includes coverage for Members Bags and Clubs while in the care, custody and control of the club. Coverage is provided on a replacement cost basis.
- ◆ Golf holes meaning tees, driving ranges, cut fairways, greens, grass and sand bunkers, cut and maintained roughs and other cut and maintained playing surfaces, not used in the maintenance and repair of the golf course and is covered on a "special perils" based upon the extent that they are covered causes of loss in the policy. These perils include fire, lightning, explosion, riot or civil commotion, aircraft, vehicles, vandalism, windstorm or hail and the weight of ice and snow. \$ 1,000,000
- ◆ Windstorm & Hail Deductible for Golf Holes /Named Storm. \$150,000
per occurrence/each location
- ◆ Windstorm & Hail Deductible for Tree Debris Removal /Named Storm \$ 150,000
per occurrence/each location
- ◆ Includes golf clubs, bags and golf equipment of others while on the insured's premises, but not in the care, custody and control of the club not to exceed \$2,500 any one bag and set of clubs
- Deductible: \$500

COVERAGE EXTENSIONS**Limits of Insurance
At Each Location**

✦ Newly Acquired or Constructed Buildings	\$ 2,000,000
✦ Newly Acquired Business Personal Property	\$ 1,000,000
✦ Debris Coverages (including removal of trees)	\$ 250,000
✦ Back-up of Sewers and Drains	\$ 250,000
✦ Building Alterations	\$ 100,000
✦ Valuable Papers and Records - Cost of Research	\$ 300,000
✦ Accounts Receivable	\$ 300,000
✦ Accounts Receivable in transit	\$ 25,000
✦ Club Professional Replacement Expense	\$ 50,000
✦ Business Income and Extra Expense	\$ 50,000
✦ Food Contamination Coverage	\$50,000
✦ Electronic Data Processing Equipment (Computer)	\$250,000
✦ Electronic Data Processing Equipment and Media (Media, Electronic Data and Programs)	\$ 100,000
✦ Fine Arts	\$ 50,000
✦ Fine Arts in the course of transit	\$25,000
✦ Newly Acquired Fine Arts	\$50,000
✦ Theft of Fur Garments	\$ 50,000
✦ Theft of Jewelry/Precious Metal	\$ 50,000
✦ Theft of stamps, Tickets & Lottery Tickets	\$2,500
✦ Utility Services-includes overhead transmission lines of Power Supply Companies - restrictions apply	\$ 100,000
✦ Power Interruption	\$ 100,000
✦ Water for Direct Physical Damage & Actual Loss of Business Income	\$ 50,000
✦ Property Off Premises	\$ 50,000
✦ Property in Transit, on Exhibition or in Custody of Salespersons	\$ 50,000
✦ Emergency Service Charge	\$ 25,000
✦ Fire Protection Devices	\$ 50,000
✦ Reward	\$ 50,000
✦ Preservation of Property	\$ 25,000
✦ Pollutant Clean Up and Removal	\$100,000
✦ Deferred Payments	\$ 50,000
✦ Additional Expenses	\$50,000
✦ Personal Effects	\$ 25,000
✦ Contract Penalty Clause	\$ 25,000
✦ Inventory & Appraisal	\$ 50,000
✦ Virus & Hacking	\$25,000
✦ Non-Owned Detached Trailers	\$5,000
✦ Lost Key Consequential Loss	\$ 5,000

◆ Theft of Dataline Services	\$ 5,000
◆ Errant Golf Ball Property Damage Coverage	\$ 1,500
◆ Hole-in-One Reimbursement Expense restrictions apply	\$250 occurrence/ \$2,000 aggregate
◆ Glass	INCLUDED
◆ Outdoor Trees, Shrubs, Plants & Lawns	EXCLUDED
◆ Expanded Premises Boundary	INCLUDED
◆ Brand and Label	INCLUDED
◆ Property of Others in the Care, Custody and Control of the Club	INCLUDED
◆ Ordinance or Law	
A. Coverage For Loss to the Undamaged Portion of the Property	INCLUDED
B. Demolition Cost Coverage	INCLUDED
C. Increase Cost of Construction	INCLUDED
◆ Automatic Increase - 3%	INCLUDED
◆ Agreed Amount	INCLUDED
◆ Flood Coverage (Eligible Flood zones B, C or X only)	OPTIONAL
◆ Earthquake \$25,000 Deductible (Eligible in Mercalli zones 1-6 only)	\$ 1,000,000

EQUIPMENT BREAKDOWN COVERAGES

◆ Coverage is automatically provided up to the property limits. Includes perils of mechanical breakdown, electrical arcing and steam boiler explosion.	INCLUDED
◆ Deductible: Includes but not limited to: Heating Equipment, Air Conditioning Equipment, Electrical Apparati, Deep Well and Other Pumps, Refrigeration Equipment, Motors and Water Heaters.	\$ 2,500
◆ Comprehensive Form	
◆ Property Damage	
◆ Business Income	
◆ Extra Expense	
◆ Off Premises Property Damage	
◆ Ammonia Contamination	
◆ Water Damage	
◆ Service Interruption	
◆ Consequential Damage (Spoilage)	
◆ Expediting Expense	
◆ CFC Refrigerants	
◆ Computer Equipment	\$ 100,000
◆ Hazardous Substance Clean-up	\$ 100,000
◆ Loss Control Services	
◆ Annual State Inspections	

BUSINESS INCOME COVERAGE

- ◆ Business Income and Extra Expense \$ 200,000
- ◆ Deductible NO WAITING PERIOD
 - Windstorm & Hail Deductible (ONLY Named Storms) 72 Hours
- ◆ Coinsurance Percentage WAIVED
- ◆ Extra Expense is part of the Limit
 - Covers loss of net income, continuing expenses, and extra expenses you incur during the period of restoration

INLAND MARINE COVERAGES

- ◆ Accounts Receivable INCLUDED
 - ◆ Maintenance Equipment/Golf Carts -- \$250 deductible \$ 595,034
 - ◆ Silverware, Club Trophies & Prizes OPTIONAL
 - ◆ Fine Arts INCLUDED
 - ◆ Mini-Computer/Word Processor INCLUDED
-
- ◆ Valuable Papers & Records INCLUDED
 - (when no deductible shown, all other peril deductible will apply)

COMMERCIAL GENERAL LIABILITY COVERAGE

Coverage is provided for damage you are legally obligated to pay due to Bodily Injury or Property Damage caused by an occurrence and arising out of your ownership, maintenance, or use of your premises or operations.

◆ Bodily Injury & Property Damage Per Occurrence Limit	\$ 1,000,000
◆ Bodily Injury & Property Damage General Aggregate	\$ 3,000,000
◆ Bodily Injury & Property Damage Products/Completed Operations Aggregate	\$ 3,000,000
◆ Personal and Advertising Liability Limit	\$ 1,000,000
◆ Fire Damage Liability	\$ 300,000 Any one Premises
◆ Medical Payments (including members)	\$ 15,000 Any one Person

GENERAL LIABILITY ENHANCEMENTS

- Independent Contractors
- Contractual Liability
- Defense Costs in Addition to Limits
- Host Liquor Liability
- Incidental Malpractice
- Non-Owned Watercraft up to 51 feet
- Worldwide Coverage - Limited
- Waiver of Subrogation
- Additional Insureds:
 - Employees
 - Club Members
 - Volunteer Workers
 - Golf or Tennis Professional
 - Incidental Malpractice (excluding physicians or medical doctors)
 - Golf Cart Operators (excess)
- Professional Liability - Club Professionals

◆ Liquor Law Liability	\$ 1,000,000 Per Occurrence
	\$ 1,000,000 Annual Aggregate

PREMIUM BASIS

◆ General Liability - Gross Income (less initiation fees & interest income)	\$ 1,433,490
◆ Liquor Liability - Receipts	\$ 95,500
◆ Hired and Non-Owned Auto Liability	\$ 1,000,000
◆ Garagekeepers' Insurance (Valet Parking)	OPTIONAL

Professional Liability Exclusion:

All professional services except the following provided by employees:

- a) the rendering or failure to render services by a tennis, golf or touring golf, tennis professionals, certified and licensed fitness trainers, or any other athletic instructors
- (b) the rendering or failure to render any treatment or services to the body by a barber, beautician, or manicurist; or
- (c) body massaging

Policy is NOT subject to audit

EMPLOYEE BENEFITS LIABILITY

◆ Employee Benefits Liability	\$ 1,000,000
◆ Deductible	\$ 1,000
◆ Claims Made	

COMMERCIAL CRIME EXTENSIONS

◆ Employee Theft	\$ 50,000
◆ Premises - Money and Securities	\$ 10,000
◆ Transit - Money and Securities	\$ 10,000
◆ Depositors Forgery	\$ 50,000
◆ Money Order & Counterfeit Paper Currency	\$ 5,000
◆ Deductible	\$ 1,000

Broadened Definition of Employee

- Any Non-Compensated Officer
- Any Director or Trustee of an Insured

Theft by Computer

◆ ERISA Bonding (covered up to Employee Theft limit)	INCLUDED
(ERISA bonding requirement must be 10% of plan assets--higher limits available)	

BUSINESS AUTOMOBILE

* Combined Single Limit	OPTIONAL
* Personal Injury	OPTIONAL
* Medical Payments	OPTIONAL
* Uninsured Motorists	OPTIONAL
* Comprehensive	OPTIONAL
* Collision	OPTIONAL

Physical Damage Coverage:

Comprehensive - (deductible) N/A

Comprehensive perils include, but not limited to, breakage of glass, theft, fire, earthquake, flood, windstorm, hail, vandalism and malicious mischief.

Collision - (deductible) N/A

Collision is considered to be collision with another object and upset or overturn of the vehicle

SCHEDULED VEHICLES

DIRECTORS & OFFICERS LIABILITY COVERAGE

◆ Limit of Liability	OPTIONAL Each Loss OPTIONAL Each Policy Year
◆ Deductibles	
Directors and Officers	N/A
Employment Practices	N/A

DIRECTORS & OFFICERS LIABILITY ENHANCEMENTS

◆ Claims Made Form	
Non - Profit Organization Form	
Broadened Definition of Named Insured:	
- Past, Present and Future Directors, Officers and Trustees	
- Committee Members	
- Employees	
- Volunteers	
- Clubs as a Legal Entity	
"Duty to Defend" Language	
Hammer Clause 75/25 Provision	
Severability of Interest	
Defense Cost Outside of Liability Limit	
Identity Theft	
Terrorism Travel Coverage	
Terrorism Emergency Real Estate Fees	
Terrorism Temporary Meeting Space Reimbursement	
Terrorism Destroyed Records Reimbursement	
Terrorism Death Benefit	
Workplace Violence	
Key Person Replacement	
Crisis Management Doubles	
Donation Relief	

Travel Accident

Federal Immigration and Nationality Act Violations

Kidnap Expense

Image Restoration and Counseling

No Exclusions For:

- Discrimination
- Failure to Maintain Insurance
- Prior Acts

EMPLOYMENT PRACTICES LIABILITY

3rd Party Liability Language:

Provides coverage for employee-related claims i.e.

Discrimination, Wrongful Termination, Sexual Harassment, Mental Anguish, Emotional Distress

FIDUCIARY LIABILITY

◆ Limit of Liability - ERISA Liability

OPTIONAL

◆ Deductible

N/A

◆ Claims Made

LIMITED POLLUTION LIABILITY COVERAGE-DESIGNATED SITE

Provides coverage for 3rd party claims which the insured is legally obligated to pay due to damages related to bodily injury, property damage and clean-up costs (including government mandate) as a result of the discharge, dispersal, seepage, migration, release, or escape of covered pollutants at or from a designated site.

Broad definition of pollutants includes: Pesticides, Herbicides, Fungicide, Fertilizers, Insecticides, Pool Chemicals and or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

◆ Per Incident Limit	\$ 1,000,000
◆ Annual Aggregate	\$ 1,000,000
◆ Claims Made Form	
◆ Deductible*	NONE
*Corrective Action Cost (Applicable Only if Tank Liability Coverage Included)	\$5,000
Includes Off Premises Cleanup	
Includes Mandated Governmental Clean-up Coverage Limit	\$1,000,000
◆ Above Ground Storage Tank Liability (2 tanks)	INCLUDED

UMBRELLA LIABILITY COVERAGE

Provides catastrophic liability coverage over other liability insurance carried by you and known as underlying insurance. It also covers all but a few specifically excluded liability exposures on claims to which no underlying insurance applies

◆ Limit of Liability

- Each Occurrence	\$ 1,000,000
- General Aggregate	\$ 2,000,000
- Products Aggregate	\$ 1,000,000

◆ <u>Self-Insured Retention</u>	NONE
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UMBRELLA LIABILITY ENHANCEMENTS

◆ Follow Form Basis:

Comprehensive General Liability including Hired & Non-Owned Auto	INCLUDED
Employee Benefits Liability	INCLUDED
Commercial Automobile Liability	NOT INCLUDED
Liquor Liability	INCLUDED
Employers Liability	NOT INCLUDED

Workers Compensation must be written with acceptable carrier & rated A- or better in A.M. Best. EL limits must be \$500/500/500 for all states except TX and CA limits must be \$1000/1000/1000.

City of Port Orange DBA The Golf Club at Cypress Head
Statement of Values for Policy Effective: 07/01/2011

<i>Loc</i>	<i>Bldg</i>	<i>Property Description</i>	<i>Bldg 100%</i>	<i>Cont 100%</i>
1	1	Main Clubhouse	1,200,000	275,000
1	1	Steel Fence	15,000	0
1	1	2 AGST	6,200	0
1	2	Maintenance Bldg	100,000	50,000
1	3	Cart Barn	275,000	75,000
1	4	Restroom 6th hole	10,000	10,000
1	5	Restroom 14th hole	10,000	10,000
			1,616,200	420,000
Grand Total - All Locations				2,276,200


 Insured Signature


 Date

Exhibit “B” - Kemper Response to RFP

ON FILE WITH CLERK’S OFFICE

SELECTION CRITERIA:

TYPE - EQ

LOCATION - 53

STATUSES - F A

CLASS - ALL CLASSES

PROJECT - ALL PROJECTS

ACQUISITION METHOD - ALL ACQUISITION METHODS

DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE

DEPARTMENT - ALL DEPARTMENTS

DIVISION - ALL DIVISIONS

ACTIVITY - ALL ACTIVITIES

PRINT MISC INFO - NO

ACQUISITION DATE - FROM 01/01/1942 TO 09/26/2012

DISPOSAL DATE - FROM EARLIEST TO LATEST

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE DISPOSAL:	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			PO NBR METHOD PRICE	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED			
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
535861 / 0000 / FERTILIGATION SYSTEM GOLF COURSE	10 00 580	Y	P	5861	252244	PRO PLUS/LYLE INC	
55314 6/12/1992	10 00 580			PURCHASED	60		5800.00
FULLY DEPRECIATED	GOLF COURSE			6/12/1992	0/00/0000		.00
EQUIPMENT (DEPRECIABLE)	50510005809902			004370			.00
P	50500001670000			N	.00		.00
50500001660000	505						
535870 / 0000 / HONDA PRESSURE WASHER	10 00 580	Y	P	5870	10225	A A CASEY CO. OF DAYTONA,	
56847 8/28/1992	10 00 580			PURCHASED	60		1517.00
FULLY DEPRECIATED	GOLF COURSE			8/28/1992	0/00/0000		.00
EQUIPMENT (DEPRECIABLE)	50510005809902			004847			.00
P	50500001670000			N	.00		.00
50500001660000	505						
535873 / 0000 / BROUWER MARK 2 SOD CUTTER	10 00 580	Y	P	5873	252344	OVIEDO TRACTOR COMPANY	
56660 8/14/1992	10 00 580			PURCHASED	60		2010.00
FULLY DEPRECIATED	GOLF COURSE			8/14/1992	0/00/0000		.00
EQUIPMENT (DEPRECIABLE)	50510005809902			004829			.00
P	50500001670000			N	.00		.00
50500001660000	505						
535878 / 0000 / TRUE BAR COOLER TBB-4 (BAR AREA)	03 00 580	Y	P	5878	252331	DESIGNS, FURNISHINGS &	
57084 9/11/1992	03 00 580			PURCHASED	60		1325.00
FULLY DEPRECIATED	GOLF COURSE			9/11/1992	0/00/0000		.00
EQUIPMENT (DEPRECIABLE)	45003005799902			004685			.00
P	45000001670000			N	.00		.00
45000001660000	450						
535879 / 0000 / DRAINBOARD SUPERMETAL (BAR AREA)	03 00 580	Y	P	5879	252331	DESIGNS, FURNISHINGS &	
57084 9/11/1992	03 00 580			PURCHASED	60		277.00
FULLY DEPRECIATED	GOLF COURSE			9/11/1992	0/00/0000		.00
EQUIPMENT (DEPRECIABLE)	45003005799902			004685			.00
P	45000001670000			N	.00		.00
45000001660000	450						
535880 / 0000 / BAR SINK SUPERMETAL (BAR AREA)	03 00 580	Y	P	5880	252331	DESIGNS, FURNISHINGS &	
57084 9/11/1992	03 00 580			PURCHASED	60		558.00
FULLY DEPRECIATED	GOLF COURSE			9/11/1992	0/00/0000		.00
EQUIPMENT (DEPRECIABLE)	45003005799902			004685			.00
P	45000001670000			N	.00		.00
45000001660000	450						
535881 / 0000 / RECESS SINK COMBO SUPERMETAL	03 00 580	Y	P	5881	252331	DESIGNS, FURNISHINGS &	
57084 9/11/1992	03 00 580			PURCHASED	60		245.00
FULLY DEPRECIATED	GOLF COURSE			9/11/1992	0/00/0000		.00
EQUIPMENT (DEPRECIABLE)	45003005799902			004685			.00
P	45000001670000			N	.00		.00
45000001660000	450						
535882 / 0000 / COCKTAIL UNIT SUPERMETAL				5882	252331	DESIGNS, FURNISHINGS &	

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE	DISPOSAL:	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			PO NBR	DATE	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED	METHOD		
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT	PRICE		
535882 / COCKTAIL UNIT SUPERMETAL	03 00 580	Y	P	PURCHASED	60	0	.00
57084 9/11/1992	GOLF COURSE			9/11/1992	0/00/0000		752.00
FULLY DEPRECIATED	45003005799902			004685			.00
EQUIPMENT (DEPRECIABLE)	45000001670000			N			.00
ITEM 25	450				.00		752.00
P 45000001660000							.00
535883 / 0000 / COCKTAIL UNIT SUPERMETAL (BAR AREA)	03 00 580	Y	P	PURCHASED	252331	0	.00
57084 9/11/1992	GOLF COURSE			9/11/1992	0/00/0000	DESIGNS, FURNISHINGS &	752.00
FULLY DEPRECIATED	45003005799902			004685			.00
EQUIPMENT (DEPRECIABLE)	45000001670000			N			.00
ITEM 31	450				.00		752.00
P 45000001660000							.00
535887 / 0000 / RECESS SINK COMBO SUPERMETAL	03 00 580	Y	P	PURCHASED	252331	0	.00
57084 9/11/1992	GOLF COURSE			9/11/1992	0/00/0000	DESIGNS, FURNISHINGS &	245.00
FULLY DEPRECIATED	45003005799902			004685			.00
EQUIPMENT (DEPRECIABLE)	45000001670000			N			.00
ITEM 26	450				.00		245.00
P 45000001660000							.00
535888 / 0000 / FRYMASTER FRYER MDL# MJ3355D	03 00 580	Y	P	PURCHASED	252331	0	.00
57084 9/11/1992	GOLF COURSE			9/11/1992	0/00/0000	DESIGNS, FURNISHINGS &	1200.00
FULLY DEPRECIATED	45003005799902			004685			.00
EQUIPMENT (DEPRECIABLE)	45000001670000			N			.00
9208FAC053 ITEM 20	450				.00		1200.00
P 45000001660000							.00
535889 / 0000 / DRAINBOARD SUPERMETAL (BAR AREA)	03 00 580	Y	P	PURCHASED	252331	0	.00
57084 9/11/1992	GOLF COURSE			9/11/1992	0/00/0000	DESIGNS, FURNISHINGS &	219.00
FULLY DEPRECIATED	45003005799902			004685			.00
EQUIPMENT (DEPRECIABLE)	45000001670000			N			.00
ITEM 27	450				.00		219.00
P 45000001660000							.00
535894 / 0000 / UNIVEX SLICER	03 00 580	Y	P	PURCHASED	252331	0	.00
57084 9/11/1992	GOLF COURSE			9/11/1992	0/00/0000	DESIGNS, FURNISHINGS &	954.00
FULLY DEPRECIATED	45003005799902			004685			.00
EQUIPMENT (DEPRECIABLE)	45000001670000			N			.00
75123923156 ITEM 15	450				.00		954.00
P 45000001660000							.00
535895 / 0000 / HEAT LAMP (KITCHEN AREA)	03 00 580	Y	P	PURCHASED	252331	0	.00
57084 9/11/1992	GOLF COURSE			9/11/1992	0/00/0000	DESIGNS, FURNISHINGS &	132.00
FULLY DEPRECIATED	45003005799902			004685			.00
EQUIPMENT (DEPRECIABLE)	45000001670000			N			.00
202349206 ITEM 14	450				.00		132.00
P 45000001660000							.00
535896 / 0000 / CHEF'S TABLE	03 00 580	Y	P	PURCHASED	252331	0	.00
57084 9/11/1992					60		2115.00

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE	PROJECT	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			DISPOSAL: DATE METHOD		YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED PRICE			
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
535896	CHEF'S TABLE						
	FULLY DEPRECIATED			9/11/1992	0/00/0000	.00	.00
	EQUIPMENT (DEPRECIABLE)	45003005799902		004685		.00	2115.00
P	ITEM 13	45000001670000		N		.00	.00
45000001660000	450						
535899	/ 0000 / ADVANCE POT SINK			5899	252331		
57084	9/11/1992	03 00 580	Y	PURCHASED	60	0	DESIGNS, FURNISHINGS &
	FULLY DEPRECIATED	GOLF COURSE		9/11/1992	0/00/0000	.00	1195.00
	EQUIPMENT (DEPRECIABLE)	45003005799902		004685		.00	.00
P	94K6181 ITEM 7	45000001670000		N		.00	1195.00
45000001660000	450						.00
535900	/ 0000 / ARTIC WALK IN COOLER (KITCHEN AREA)			5900	252331		
57084	9/11/1992	03 00 580	Y	PURCHASED	60	0	DESIGNS, FURNISHINGS &
	FULLY DEPRECIATED	GOLF COURSE		9/11/1992	0/00/0000	.00	4745.00
	EQUIPMENT (DEPRECIABLE)	45003005799902		004685		.00	.00
P	NONE	45000001670000		N		.00	4745.00
45000001660000	450						.00
535901	/ 0000 / ADVANCE DISHTABLE			5901	252331		
57084	9/11/1992	03 00 580	Y	PURCHASED	60	0	DESIGNS, FURNISHINGS &
	FULLY DEPRECIATED	GOLF COURSE		9/11/1992	0/00/0000	.00	413.00
	EQUIPMENT (DEPRECIABLE)	45003005799902		004685		.00	.00
P	OTC53048L ITEM 8	45000001670000		N		.00	413.00
45000001660000	450						.00
535903	/ 0000 / SOILED DISHTABLE			5903	252331		
57084	9/11/1992	03 00 580	Y	PURCHASED	60	0	DESIGNS, FURNISHINGS &
	FULLY DEPRECIATED	GOLF COURSE		9/11/1992	0/00/0000	.00	1605.00
	EQUIPMENT (DEPRECIABLE)	45003005799902		004685		.00	.00
P	K45K30600 ITEM 10	45000001670000		N		.00	1605.00
45000001660000	450						.00
535904	/ 0000 / ADVANCE RACK SHELF			5904	252331		
57084	9/11/1992	03 00 580	Y	PURCHASED	60	0	DESIGNS, FURNISHINGS &
	FULLY DEPRECIATED	GOLF COURSE		9/11/1992	0/00/0000	.00	196.00
	EQUIPMENT (DEPRECIABLE)	45003005799902		004685		.00	.00
P	ITEM 11	45000001670000		N		.00	196.00
45000001660000	450						.00
535905	/ 0000 / FILING CABINET LATERAL 4 DWR GRAY, MDL "HON"			5905	251366		
57579	9/30/1992	03 00 580	Y	PURCHASED	60	0	CAPITOL OFFICE SUPPLIES
	FULLY DEPRECIATED	GOLF COURSE		9/29/1992	0/00/0000	.00	136.50
415	EQUIPMENT (DEPRECIABLE)	45003005799902		004851		.00	.00
P	NONE	45000001670000		N		.00	136.50
45000001660000	450						.00
535906	/ 0000 / FILING CABINET LATERAL 4 DWR GRAY, MDL "HON"			5906	251366		
57579	9/30/1992	03 00 580	Y	PURCHASED	60	0	CAPITOL OFFICE SUPPLIES
	FULLY DEPRECIATED	GOLF COURSE		9/29/1992	0/00/0000	.00	136.50

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			DISPOSAL: DATE		YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			PO NBR METHOD			
ASSET ACCOUNT	FUNDING SOURCE			NEW/USED PRICE			
				INVESTMENT ACCOUNT			
535906 / FILING CABINET LATERAL 4 DWR GRAY, MDL "HON"							
415 EQUIPMENT (DEPRECIABLE)	45003005799902			004851		.00	136.50
P NONE	45000001670000			N		.00	.00
45000001660000	450						
535907 / 0000 / FILING CABINET LATERAL 4 DRAWER, MDL "HON"							
57579 9/30/1992	03 00 580	Y	P	PURCHASED 5907	251366		
FULLY DEPRECIATED	GOLF COURSE			9/29/1992	60	0	CAPITOL OFFICE SUPPLIES
415 EQUIPMENT (DEPRECIABLE)	45003005799902			004851		.00	136.50
P NONE	45000001670000			N		.00	.00
45000001660000	450					.00	.00
535908 / 0000 / FILING CABINET LATERAL 4 DWR GRAY, MDL "HON"							
57579 9/30/1992	03 00 580	Y	P	PURCHASED 5908	251366		
FULLY DEPRECIATED	GOLF COURSE			9/29/1992	60	0	CAPITOL OFFICE SUPPLIES
415 EQUIPMENT (DEPRECIABLE)	45003005799902			004851		.00	136.50
P NONE	45000001670000			N		.00	.00
45000001660000	450					.00	.00
535910 / 0000 / LAMINATE DESK, GRAY, 30X60 "HON"							
57579 9/30/1992	03 00 580	Y	P	PURCHASED 5910	251366		
FULLY DEPRECIATED	GOLF COURSE			9/29/1992	60	0	CAPITOL OFFICE SUPPLIES
415 EQUIPMENT (DEPRECIABLE)	45003005799902			004851		.00	299.50
P 10481R ITEM	45000001670000			N		.00	.00
45000001660000	450					.00	.00
535911 / 0000 / OAK EXECUTIVE DESK 36X72 "HON"							
57579 9/30/1992	03 00 580	Y	P	PURCHASED 5911	251366		
FULLY DEPRECIATED	GOLF COURSE			9/29/1992	60	0	CAPITOL OFFICE SUPPLIES
415 EQUIPMENT (DEPRECIABLE)	45003005799902			004851		.00	265.00
P 10492	45000001670000			N		.00	.00
45000001660000	450					.00	.00
535915 / 0000 / OAK BOOKCASE 4 SHELVES "HON"							
57579 9/30/1992	03 00 580	Y	P	PURCHASED 5915	251366		
FULLY DEPRECIATED	GOLF COURSE			9/29/1992	60	0	CAPITOL OFFICE SUPPLIES
415 EQUIPMENT (DEPRECIABLE)	45003005799902			004851		.00	115.50
P NONE	45000001670000			N		.00	.00
45000001660000	450					.00	.00
535916 / 0000 / PRINTER STAND, GRAY "HON"							
57579 9/30/1992	03 00 580	Y	P	PURCHASED 5916	251366		
FULLY DEPRECIATED	GOLF COURSE			9/29/1992	60	0	CAPITOL OFFICE SUPPLIES
415 EQUIPMENT (DEPRECIABLE)	45003005799902			004851		.00	102.00
P GRAY	45000001670000			N		.00	.00
45000001660000	450					.00	.00
535917 / 0000 / CHAIR EVERYDAY W/ARM "HON"							
57579 9/30/1992	03 00 580	Y	P	PURCHASED 5917	251366		
FULLY DEPRECIATED	GOLF COURSE			9/29/1992	60	0	CAPITOL OFFICE SUPPLIES
415 EQUIPMENT (DEPRECIABLE)	45003005799902			004851		.00	119.00
						.00	.00
						.00	119.00

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE DISPOSAL:	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			FO NBR METHOD	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED PRICE			
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
535917 / CHAIR EVERYDAY W/ARM "HON"	45000001670000			N	.00		.00
P ITEM7902NN61	450						
45000001660000							
535918 / 0000 / CHAIR EVERYDAY W/ARM "HON"	03 00 580	Y	P	5918 PURCHASED	251366	CAPITOL OFFICE SUPPLIES	
57579 9/30/1992	GOLF COURSE			9/29/1992 0/00/0000	60	.00	119.00
FULLY DEPRECIATED	45003005799902			004851		.00	.00
415 EQUIPMENT (DEPRECIABLE)	45000001670000			N	.00	.00	119.00
P ITEM7902NN61	450						.00
45000001660000							
535925 / 0000 / CHAIRS, 84 UPHOLSTERED RESTAURANT	03 00 580	Y	P	5925 PURCHASED	252351	WM. B. DODSON FURNITURE C	
57610 9/30/1992	GOLF COURSE			9/29/1992 0/00/0000	60	.00	8100.12
FULLY DEPRECIATED	45003005799902			004855		.00	.00
965 EQUIPMENT (DEPRECIABLE)	45000001670000			N	.00	.00	8100.12
P NONE	450						.00
45000001660000							
535926 / 0000 / STACKING CHAIRS 18" ONE PIECE PLASTIC	03 00 580	Y	P	5926 PURCHASED	252404	VIRCO MFG. CO.	
57017 9/04/1992	GOLF COURSE			9/04/1992 0/00/0000	60	.00	1927.80
FULLY DEPRECIATED	45003005799902			005194		.00	.00
415 EQUIPMENT (DEPRECIABLE)	45000001670000			N	.00	.00	1927.80
G	450						.00
45000001660000							
535928 / 0000 / TABLE TOPS (20, FOR RESTAURANT)	03 00 580	Y	P	5928 PURCHASED	0		
57257 9/18/1992	GOLF COURSE			9/25/1992 0/00/0000	60	.00	2404.00
FULLY DEPRECIATED	45003005799902			004855		.00	.00
965 EQUIPMENT (DEPRECIABLE)	45000001670000			N	.00	.00	2404.00
G NONE	450						.00
45000001660000							
535929 / 0000 / CHAIR CART/DOLLIES	03 00 580	Y	P	5929 PURCHASED	252404	VIRCO MFG. CO.	
57017 9/04/1992	GOLF COURSE			9/04/1992 0/00/0000	60	.00	113.00
FULLY DEPRECIATED	45003005799902			005194		.00	.00
415 EQUIPMENT (DEPRECIABLE)	45000001670000			N	.00	.00	113.00
P NONE	450						.00
45000001660000							
535930 / 0000 / CHARCOAL GREY FOLDING TABLES 30X96 (18 TABLES)	03 00 580	Y	P	5930 PURCHASED	252404	VIRCO MFG. CO.	
57017 9/04/1992	GOLF COURSE			9/04/1992 0/00/0000	60	.00	954.00
FULLY DEPRECIATED	45003005799902			005194		.00	.00
415 EQUIPMENT (DEPRECIABLE)	45000001670000			N	.00	.00	954.00
P NONE	450						.00
45000001660000							
535931 / 0000 / SHELVING FOR KITCHEN AREA	03 00 580	Y	P	5931 PURCHASED	252331	DESIGNS, FURNISHINGS &	
57084 9/11/1992	GOLF COURSE			9/11/1992 0/00/0000	60	.00	1384.00
FULLY DEPRECIATED	45003005799902			004685		.00	.00
415 EQUIPMENT (DEPRECIABLE)	45000001670000			N	.00	.00	1384.00
P ITEM 2,4, 5,							.00

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	PURCHASE COST
MANUFACT STATUS	LOCATION			METHOD DATE DISPOSAL:	LIFE	SALVAGE VALUE	CAPITAL COST
COM CODE TYPE	DEPR EXP ACCT			PO NBR METHOD	PROJECT	YTD DEPR	LTD DEPR
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED PRICE			BOOK VALUE
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
535931 / SHELVING FOR KITCHEN AREA	450						
45000001660000							
535963 / 0000 / HOSHIZAKI ICE MACHINE MDL KM-630M9E	56 00 579	Y	P	5963 PURCHASED 12/03/1998	254754 60	0	PURCHASING ASSN. OF PRIVA
87007 12/03/1998							.00 1951.00
FULLY DEPRECIATED	GOLF COURSE			0/00/0000			.00
EQUIPMENT (DEPRECIABLE)	45003005799902			027505			.00 1951.00
P H 20674J	45000001670000			N	.00		.00
45000001660000	450						
535981 / 0000 / PORTABLE DANCE FLOORING FOR BANQUET ROOM	56 00 579	Y	P	5981 PURCHASED 10/19/2000	250736 60	0	SICO AMERICA, INC.
36919 10/19/2000							.00 4870.80
FULLY DEPRECIATED	GOLF COURSE			0/00/0000			.00
EQUIPMENT (DEPRECIABLE)	45003005799902			035174			.00 4870.80
P NONE	45000001670000			N	.00		.00
45000001660000	450						
535992 / 0000 / PORTER-CABLE AIR COMPRESSOR 175 PSI ML CPLKC7090V2	56 00 579	Y	P	5992 PURCHASED 5/13/2002	254905 60	0	LOWES COMPANIES, INC.
FULLY DEPRECIATED	GOLF COURSE			0/00/0000			.00 849.60
EQUIPMENT (DEPRECIABLE)	45003005799902						.00
P 0416072075	45000001670000			N	.00		.00 849.60
45000001660000	450						.00
536486 / 0000 / RANGE/OVEN, VULCAN 60 GAS	54 00 579	Y	P	6486 PURCHASED 8/24/2000	255338 60	0	SYSCO SUPPLY & EQUIPMENT
35288 8/24/2000							.00 5033.77
FULLY DEPRECIATED	GOLF COURSE			0/00/0000			.00
EQUIPMENT (DEPRECIABLE)	45054005799902			034364			.00 5033.77
P V510104012	45000001670000			N	.00		.00
45000001660000	450						
536895 / 0000 / ICE MACHINE/DISPENSER HOSHIZAKI	53 01 579	Y	P	6895 PURCHASED 6/30/2008	166123 60	20	PORT ORANGE AIR CONDITION
129035 6/05/2008							.00 5475.41
ACTIVE	GOLF COURSE			0/00/0000			.00
EQUIPMENT (DEPRECIABLE)	45053015799902			060519			.00 3650.26
P T50760E	45000001670000			N	.00	1095.08	.00 1825.15
45000001660000	450						
536900 / 0000 / A/C, RUUD 5 TON W/HEAT PUMP (450 FUND PORTION)	03 00 579	Y	P	6900 PURCHASED 9/26/2012	166123 60	60	PORT ORANGE AIR CONDITION
155484 8/24/2012							.00 1900.00
ACTIVE	GOLF COURSE			0/00/0000			.00
EQUIPMENT (DEPRECIABLE)	45003005799902			067200			.00
P 7551 F71108661	45000001670000			N	.00		.00 1900.00
45000001660000	450						
536900 / 0001 / A/C, RUUD 5 TON W/HEAT PUMP (451 FUND PORTION)	03 00 579	Y	P	6900 PURCHASED 9/26/2012	166123 60	60	PORT ORANGE AIR CONDITION
155484 8/24/2012							.00 1900.00
ACTIVE	GOLF COURSE			0/00/0000			.00
EQUIPMENT (DEPRECIABLE)	45003005799902			067200			.00
P 7551 F71108661	45000001670000			N	.00		.00 1900.00
45000001660000	450						

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			PO NBR METHOD	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED PRICE			
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
537000 / 0030 / GOLF COURSE - CONTAINMENT BARRIERS FY04	10 00 580	Y	P	7000	255384	HALL ARCHITECTURAL ASSOCI	
68858 4/08/2004	GOLF COURSE			PURCHASED 5/31/2004	60 0	.00	20489.00
FULLY DEPRECIATED	50510005809902			046665 0/00/0000		.00	.00
EQUIPMENT (DEPRECIABLE)	50500001670000			N	.00	.00	20489.00
P NONE	505						.00
50500001660000							
556546 / 0000 / WORKSTATION, TRION PRO-M LIFT SYSTEM	10 00 580	Y	P	6546	255795	TRION LIFTS INC	
40350 2/28/2001	GOLF COURSE			PURCHASED 2/27/2001	60 0	.00	9695.00
FULLY DEPRECIATED	50510005809902			036612 0/00/0000		.00	.00
EQUIPMENT (DEPRECIABLE)	50500001670000			N	.00	.00	9695.00
P 201065	505						.00
50500001660000							
556790 / 0000 / 2003 NEARY BEDKNIFE GRINTER	10 00 580	Y	P	6790	256527	COASTAL EQUIPMENT SYSTEMS	
61783 7/17/2003	GOLF COURSE			PURCHASED 8/31/2003	60 0	.00	8775.00
FULLY DEPRECIATED	50510005809902			043960 0/00/0000		.00	.00
EQUIPMENT (DEPRECIABLE)	50500001670000			N	.00	.00	8775.00
P 0184	505						.00
50500001660000							
557996 / 0000 / 2003 AGRIMETAL FA-720 AERATOR	10 00 580	Y	P	7996	256527	COASTAL EQUIPMENT SYSTEMS	
64969 11/13/2003	GOLF COURSE			PURCHASED 1/31/2004	60 0	.00	5540.00
FULLY DEPRECIATED	50510005809902			043960 0/00/0000		.00	.00
EQUIPMENT (DEPRECIABLE)	50500001670000			N	.00	.00	5540.00
P 24706	505						.00
50500001660000							
ASSET TYPE EQ	NON-DISPOSED SUBTOTALS:			DEPRECIABLE:	47 ASSETS	.00	109,183.50
						.00	.00
						1,095.08	103,558.35
							5,625.15
				NON-DEPRECIABLE:	0 ASSETS	.00	.00
						.00	.00
						.00	.00
						.00	.00
				TOTAL:	47 ASSETS	.00	109,183.50
						.00	.00
						1,095.08	103,558.35
							5,625.15

ASSET REGISTER
BY ASSET TYPE

					INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	47 ASSETS	.00 .00 1,095.08	109,183.50 .00 103,558.35 5,625.15
			NON-DEPRECIABLE:	0 ASSETS	.00 .00 .00	.00 .00 .00
			TOTAL:	47 ASSETS	.00 .00 1,095.08	109,183.50 .00 103,558.35 5,625.15
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00 .00 .00	.00 .00 .00
			NON-DEPRECIABLE:	0 ASSETS	.00 .00 .00	.00 .00 .00
			TOTAL:	0 ASSETS	.00 .00 .00	.00 .00 .00

SELECTION CRITERIA:

TYPE - RS

LOCATION - 53

STATUSES - F A

CLASS - ALL CLASSES

PROJECT - ALL PROJECTS

ACQUISITION METHOD - ALL ACQUISITION METHODS

DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE

DEPARTMENT - ALL DEPARTMENTS

DIVISION - ALL DIVISIONS

ACTIVITY - ALL ACTIVITIES

PRINT MISC INFO - NO

ACQUISITION DATE - FROM 01/01/1942 TO 09/26/2012

DISPOSAL DATE - FROM EARLIEST TO LATEST

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			PO NBR METHOD	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED PRICE			
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
535823 / 0000 / CUSHMAN 56192 TOP DRESSER	10 00 580	Y	P	5823	250050	ZAUN EQUIPMENT	
53286 3/13/1992	GOLF COURSE			3/13/1992	60		6093.00
FULLY DEPRECIATED	50510005809902			003875			.00
ROLLING STOCK	50500001670000			N	.00		6093.00
P 92001271	505						.00
50500001660000							
535831 / 0000 / JACOBSEN 62240 WALKING GREENS MOWER	10 00 580	Y	P	5831	250458	TRESCA INDUSTRIES, INC.	
53292 3/13/1992	GOLF COURSE			3/13/1992	60		2926.00
FULLY DEPRECIATED	50510005809902			003876			.00
ROLLING STOCK	50500001670000			N	.00		2926.00
P 3253	505						.00
50500001660000							
535851 / 0000 / 1992 FORD TRACTOR W/FRONT WEIGHTS	10 00 580	Y	P	5851	250985	FORD NEW HOLLAND, INC.	
55636 7/09/1992	GOLF COURSE			7/09/1992	60		11794.00
FULLY DEPRECIATED	50510005809902			003504			.00
ROLLING STOCK	50500001670000			N	.00		11794.00
P BD12097	505						.00
50500001660000							
535853 / 0000 / 1992 FORD TRACTOR W/LOADER	10 00 580	Y	P	5853	250985	FORD NEW HOLLAND, INC.	
55636 7/09/1992	GOLF COURSE			7/09/1992	60		14570.00
FULLY DEPRECIATED	50510005809902			003504			.00
ROLLING STOCK	50500001670000			N	.00		14570.00
P BD12098	505						.00
50500001660000							
555970 / 0000 / BLOWER, AGRIMETAL 360 JOHN DEERE	10 00 580	Y	P	5970	254202	NURCANE MACHINERY	
19846 2/11/1999	GOLF COURSE			2/08/1999	60		3150.00
FULLY DEPRECIATED	50510005809902			028408			.00
ROLLING STOCK	50500001670000			N	.00		3150.00
P L 8800	505						.00
50500001660000							
555971 / 0000 / SPIKER, GREENWHEELER	10 00 580	Y	P	5971	254830	REVELS TRACTOR CO.	
20253 2/25/1999	GOLF COURSE			2/17/1999	60		2200.00
FULLY DEPRECIATED	50510005809902			028420			.00
ROLLING STOCK	50500001670000			N	.00		2200.00
P 5157	505						.00
50500001660000							
555973 / 0000 / 2000 JOHN DEERE ELECTRIC TURF GATOR 4X2 AMT	10 00 580	Y	P	5973	252090	NUCRANE CORPORATION	
34987 8/10/2000	GOLF COURSE			8/01/2000	60		6505.00
FULLY DEPRECIATED	50510005809902			034072			.00
ROLLING STOCK	50500001670000			N	.00		6505.00
P WOE4X2E001125	505						.00
50500001660000							
555976 / 0000 / 2000 TY-CROP TOP DRESSER, QUICK PASS 270				5976	255324	EXPRESS REEL GRINDING INC	

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			DISPOSAL: DATE	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			PO NBR METHOD PRICE			
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
555976 / 2000 TY-CROP TOP DRESSER, QUICK PASS 270							
34537 7/27/2000	10 00 580	Y	P	PURCHASED 5989	60 0	.00	7690.00
FULLY DEPRECIATED	GOLF COURSE			7/20/2000 0/00/0000		.00	.00
ROLLING STOCK	50510005809902			034509		.00	7690.00
5988	50500001670000			N	.00		.00
50500001660000	505						
555989 / 0000 / BRUSH, STANDARD QP270 (TOP DRESSER ATTACHMENT)							
34537 7/27/2000	10 00 580	Y	P	PURCHASED 5989	255324 45	.00	1195.00
FULLY DEPRECIATED	GOLF COURSE			7/20/2000 0/00/0000		.00	.00
ROLLING STOCK	50510005809902			034509		.00	1195.00
6187	50500001670000			N	.00		.00
50500001660000	505						
555990 / 0000 / TWIN SPINNERS QP270 (TOP DRESSER ATTACHMENT)							
34537 7/27/2000	10 00 580	Y	P	PURCHASED 5990	255324 45	.00	1995.00
FULLY DEPRECIATED	GOLF COURSE			7/20/2000 0/00/0000		.00	.00
ROLLING STOCK	50510005809902			034509		.00	1995.00
6187	50500001670000			N	.00		.00
50500001660000	505						
555991 / 0000 / BRUSH, VORTEX (TOP DRESSER ATTACHMENT)							
34537 7/27/2000	10 00 580	Y	P	PURCHASED 5911	255324 45	.00	1195.00
FULLY DEPRECIATED	GOLF COURSE			7/20/2000 0/00/0000		.00	.00
ROLLING STOCK	50510005809902			034509		.00	1195.00
049809200513108	50500001670000			N	.00		.00
50500001660000	505						
555995 / 0000 / 2004 TORO RM5500D FAIRWAY MOWER							
69156 4/15/2004	10 00 580	Y	P	PURCHASED 5995	254889 60	.00	34250.00
FULLY DEPRECIATED	GOLF COURSE			5/31/2004 0/00/0000		.00	.00
ROLLING STOCK	50510005809902			046646		.00	34250.00
230000621	50500001670000			N	.00		.00
50500001660000	505						
555996 / 0000 / 2004 TORO RM5500D FAIRWAY MOWER							
69156 4/15/2004	10 00 580	Y	P	PURCHASED 5996	254889 60	.00	34250.00
FULLY DEPRECIATED	GOLF COURSE			5/31/2004 0/00/0000		.00	.00
ROLLING STOCK	50510005809902			046646		.00	34250.00
23000619	50500001670000			N	.00		.00
50500001660000	505						
556545 / 0000 / SHARPENER, NEARY RELL MDL 550SR							
40352 2/28/2001	10 00 580	Y	P	PURCHASED 6545	254889 60	.00	15900.00
FULLY DEPRECIATED	GOLF COURSE			2/27/2001 0/00/0000		.00	.00
ROLLING STOCK	50510005809902			036613		.00	15900.00
00L5500125	50500001670000			N	.00		.00
50500001660000	505						
556784 / 0000 / 2003 JOHN DEERE 2500A GREENS MOWER							
61783 7/17/2003	10 00 580	Y	P	PURCHASED 6784	256527 60	.00	21638.50

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			DISPOSAL:	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			PO NBR METHOD			
ASSET ACCOUNT	FUNDING SOURCE			NEW/USED PRICE			
				INVESTMENT ACCOUNT			
556784	2003 JOHN DEERE 2500A GREENS MOWER						
	FULLY DEPRECIATED			8/31/2003	0/00/0000	.00	.00
	ROLLING STOCK			50510005809902	043960	.00	21638.50
P	TC250AD010463	50500001670000		N		.00	.00
50500001660000	505						
556785 / 0000 / 2003 JOHN DEERE 2500A GREENS MOWER				6785	256527	COASTAL EQUIPMENT SYSTEMS	
61783	7/17/2003	10 00 580	Y	P	60	0	.00
	FULLY DEPRECIATED			8/31/2003	0/00/0000	.00	21638.50
	ROLLING STOCK			50510005809902	043960	.00	.00
P	TC250AD010498	50500001670000		N		.00	21638.50
50500001660000	505						.00
556786 / 0000 / 2003 JOHN DEERE PRO GATOR UTILITY VEHICLE				6786	256527	COASTAL EQUIPMENT SYSTEMS	
61783	7/17/2003	10 00 580	Y	P	60	0	.00
	FULLY DEPRECIATED			8/31/2003	0/00/0000	.00	12670.00
	ROLLING STOCK			50510005809902	043960	.00	.00
P	TC2020A035508	50500001670000		N		.00	12670.00
50500001660000	505						.00
556787 / 0000 / 2003 JOHN DEERE HD200 SPRAYER				6787	256527	COASTAL EQUIPMENT SYSTEMS	
61783	7/17/2003	10 00 580	Y	P	60	0	.00
	FULLY DEPRECIATED			8/31/2003	0/00/0000	.00	5000.00
	ROLLING STOCK			50510005809902	043960	.00	.00
P	TC200GX030175	50500001670000		N		.00	5000.00
50500001660000	505						.00
556788 / 0000 / 2003 JOHN DEERE ELECTRIC GATOR UTILITY VEHICLE				6788	256527	COASTAL EQUIPMENT SYSTEMS	
61783	7/17/2003	10 00 580	Y	P	60	0	.00
	FULLY DEPRECIATED			8/31/2003	0/00/0000	.00	6815.00
	ROLLING STOCK			50510005809902	043960	.00	.00
P	W0E4X2E002801	50500001670000		N		.00	6815.00
50500001660000	505						.00
556789 / 0000 / 2003 JOHN DEERE 1200A BUNKER & FIELD RAKE				6789	256527	COASTAL EQUIPMENT SYSTEMS	
61783	7/17/2003	10 00 580	Y	P	60	0	.00
	FULLY DEPRECIATED			8/31/2003	0/00/0000	.00	7515.00
	ROLLING STOCK			50510005809902	043960	.00	.00
P	TC1200A135456	50500001670000		N		.00	7515.00
50500001660000	505						.00
556791 / 0000 / 2003 JOHN DEERE 5105 TRACTOR				6791	255305	JOHN DEERE CO.	
61846	7/17/2003	10 00 580	Y	P	60	0	.00
	FULLY DEPRECIATED			8/31/2003	0/00/0000	.00	14011.60
	ROLLING STOCK			50510005809902	043957	.00	.00
P	LV5105C410951	50500001670000		N		.00	14011.60
50500001660000	505						.00
556876 / 0000 / 2005 TORO 5 GANG PULL BEHIND MOWER				6876	254889	WESCO TURF SUPPLY INC.	
80725	6/30/2005	10 00 580	Y	P	60	0	.00
	FULLY DEPRECIATED			6/30/2005	0/00/0000	.00	20182.92
							.00

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD	REMA	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			DATE	LIFE	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			PO NBR			
ASSET ACCOUNT	FUNDING SOURCE			NEW/USED			
				INVESTMENT ACCOUNT			
556876 2005 TORO 5 GANG PULL BEHIND MOWER							
P 250000117 ROLLING STOCK	50510005809902			051816		.00	20182.92
50500001660000	50500001670000			N		.00	.00
556877 / 0000 / 2005 TORO GROUNDMASTER 228 D MOWER							
80725 6/30/2005	10 00 580 Y	P		6877 PURCHASED	254889	0	14322.84
FULLY DEPRECIATED	GOLF COURSE			6/30/2005	60	.00	.00
P 240000317 ROLLING STOCK	50510005809902			051816		.00	14322.84
50500001660000	50500001670000			N		.00	.00
556878 / 0000 / 2005 TORO REELMASTER 3100 D MOWER							
80725 6/30/2005	10 00 580 Y	P		6878 PURCHASED	254889	0	22157.23
FULLY DEPRECIATED	GOLF COURSE			6/30/2005	60	.00	.00
P 240000598 ROLLING STOCK	50510005809902			051816		.00	22157.23
50500001660000	50500001670000			N		.00	.00
556879 / 0000 / 2005 TORO REELMASTER 3100 D MOWER							
80725 6/30/2005	10 00 580 Y	P		6879 PURCHASED	254889	0	22157.23
FULLY DEPRECIATED	GOLF COURSE			6/30/2005	60	.00	.00
P 240000628 ROLLING STOCK	50510005809902			051816		.00	22157.23
50500001660000	50500001670000			N		.00	.00
556880 / 0000 / 2005 TORO WORKMAN 3200 UTILITY VEHICLE							
80725 6/30/2005	10 00 580 Y	P		6880 PURCHASED	254889	0	13501.55
FULLY DEPRECIATED	GOLF COURSE			6/30/2005	60	.00	.00
P 250000138 ROLLING STOCK	50510005809902			051816		.00	13501.55
50500001660000	50500001670000			N		.00	.00
556881 / 0000 / 2005 SALSCO 6" CHIPPER							
82808 9/22/2005	10 00 580 Y	P		6881 PURCHASED	254889	0	3500.00
FULLY DEPRECIATED	GOLF COURSE			9/30/2005	60	.00	.00
P 1948 ROLLING STOCK	50510005809902			051816		.00	3500.00
50500001660000	50500001670000			N		.00	.00
556882 / 0000 / 2006 MONTANA 4920 UTILITY TRACTOR W/LOADER							
102655 6/29/2006	10 00 580 Y	P		6882 PURCHASED	258097	0	20832.00
FULLY DEPRECIATED	GOLF COURSE			7/31/2006	60	.00	.00
P 30202AD00032 ROLLING STOCK	50510005809902			055339		3124.80	20832.00
50500001660000	50500001670000			N		.00	.00
556883 / 0000 / 2006 BUFFALO BLOWER BTKB10G2							
104163 9/08/2006	10 00 580 Y	P		6883 PURCHASED	252354	0	6500.00
FULLY DEPRECIATED	GOLF COURSE			9/30/2006	60	.00	.00
P ROLLING STOCK	50510005809902			055338		1191.67	6500.00

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			DISPOSAL: DATE	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			PO NBR METHOD			
ASSET ACCOUNT	FUNDING SOURCE			NEW/USED PRICE			
				INVESTMENT ACCOUNT			
556883 / 2006 BUFFALO BLOWER BTKB10G2							
P 11875	50500001670000			N	.00		.00
50500001660000	505						
556884 / 0000 / 2006 JOHN DEERE GATOR TE							
104756 9/29/2006	10 00 580	Y	P	6884 PURCHASED	256527 60	0	COASTAL EQUIPMENT SYSTEMS
FULLY DEPRECIATED	GOLF COURSE			9/30/2006	0/00/0000	.00	7360.00
ROLLING STOCK	50510005809902			055341		.00	.00
P W04X2ED001581	50500001670000			N	.00	1349.34	7360.00
50500001660000	505						.00
556885 / 0000 / 2006 LELY L1500 SPREADER							
104756 9/29/2006	10 00 580	Y	P	6885 PURCHASED	256527 60	0	COASTAL EQUIPMENT SYSTEMS
FULLY DEPRECIATED	GOLF COURSE			9/30/2006	0/00/0000	.00	2975.00
ROLLING STOCK	50510005809902			055341		.00	.00
P 23215111075159	50500001670000			N	.00	545.42	2975.00
50500001660000	505						.00
556886 / 0000 / 2006 RAYSIDE TANDEM BUMP TRAILER							
104163 9/08/2006	10 00 580	Y	P	6886 PURCHASED	252354 60	0	GOLF VENTURES
FULLY DEPRECIATED	GOLF COURSE			9/30/2006	0/00/0000	.00	9850.00
ROLLING STOCK	50510005809902			055338		.00	.00
P 1R9GD410TN063575	50500001670000			N	.00	1805.84	9850.00
50500001660000	505						.00
556887 / 0000 / 2007 CUSHMAN TURF TRUCKSTER							
111619 6/21/2007	10 00 580	Y	P	6887 PURCHASED	258395 60	9	KILPATRICK COMPANY
ACTIVE	GOLF COURSE			7/31/2007	0/00/0000	.00	15699.32
ROLLING STOCK	50510005809902			058020		.00	.00
P 2535590	50500001670000			N	.00	3139.87	13344.41
50500001660000	505						2354.91
556888 / 0000 / 2007 JOHN DEERE ELECTRIC GATOR 4X2							
111698 6/27/2007	10 00 580	Y	P	6888 PURCHASED	256527 60	9	COASTAL EQUIPMENT SYSTEMS
ACTIVE	GOLF COURSE			7/31/2007	0/00/0000	.00	7360.00
ROLLING STOCK	50510005809902			057941		.00	.00
P W04X2ED002156	50500001670000			N	.00	1472.00	6256.00
50500001660000	505						1104.00
556889 / 0000 / 2007 JOHN DEERE GREENS MOWER							
111698 6/27/2007	10 00 580	Y	P	6889 PURCHASED	256527 60	9	COASTAL EQUIPMENT SYSTEMS
ACTIVE	GOLF COURSE			7/31/2007	0/00/0000	.00	25928.00
ROLLING STOCK	50510005809902			057941		.00	.00
P TC250AD030018	50500001670000			N	.00	5185.60	22038.79
50500001660000	505						3889.21
556890 / 0000 / 2007 JOHN DEERE GREENS MOWER							
111698 6/27/2007	10 00 580	Y	P	6890 PURCHASED	256527 60	9	COASTAL EQUIPMENT SYSTEMS
ACTIVE	GOLF COURSE			7/31/2007	0/00/0000	.00	25928.00
ROLLING STOCK	50510005809902			057941		.00	.00
P TC250AD040698	50500001670000			N	.00	5185.60	22038.79
							3889.21

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			DISPOSAL:	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			PO NBR			
ASSET ACCOUNT	FUNDING SOURCE			NEW/USED			
				INVESTMENT ACCOUNT			
556890 / 2007 JOHN DEERE GREENS MOWER							
50500001660000	505						
556892 / 0000 / 2008 JOHN DEERE 2500B MOWER				6892	256527	COASTAL EQUIPMENT SYSTEMS	
127649 4/04/2008	10 00 580	Y	P	PURCHASED	60 20		
ACTIVE	GOLF COURSE			6/30/2008		.00	26341.00
ROLLING STOCK	50510005809902			059862	0/00/0000	.00	.00
TC250BD020113	50500001670000			N		5268.20	17560.66
P	505					.00	8780.34
50500001660000	505						
556893 / 0000 / 2008 JOHN DEERE 2500B MOWER				6893	256527	COASTAL EQUIPMENT SYSTEMS	
127649 4/04/2008	10 00 580	Y	P	PURCHASED	60 20		
ACTIVE	GOLF COURSE			6/30/2008		.00	26341.00
ROLLING STOCK	50510005809902			059862	0/00/0000	.00	.00
TC250BD020115	50500001670000			N		5268.20	17560.66
P	505					.00	8780.34
50500001660000	505						
556894 / 0000 / 2008 JOHN DEERE ELECTRIC GATOR				6894	256527	COASTAL EQUIPMENT SYSTEMS	
127649 4/04/2008	10 00 580	Y	P	PURCHASED	60 20		
ACTIVE	GOLF COURSE			6/30/2008		.00	7669.00
ROLLING STOCK	50510005809902			059862	0/00/0000	.00	.00
W04X2ED003032	50500001670000			N		1533.80	5112.66
P	505					.00	2556.34
50500001660000	505						
556896 / 0000 / 2009 JOHN DEERE 7700 FAIRWAY MOWER				6896	256527	COASTAL EQUIPMENT SYSTEMS	
134686 3/26/2009	10 00 580	Y	P	PURCHASED	60 31		
ACTIVE	GOLF COURSE			5/31/2009		.00	39301.00
ROLLING STOCK	50510005809902			062034	0/00/0000	.00	.00
TC7700X010216	50500001670000			N		7860.20	18995.48
P	505					.00	20305.52
50500001660000	505						
556897 / 0000 / 2009 JOHN DEERE 7700 FAIRWAY MOWER				6897	256527	COASTAL EQUIPMENT SYSTEMS	
134686 3/26/2009	10 00 580	Y	P	PURCHASED	60 31		
ACTIVE	GOLF COURSE			5/31/2009		.00	39301.00
ROLLING STOCK	50510005809902			062034	0/00/0000	.00	.00
TC7700X010217	50500001670000			N		7860.20	18995.48
P	505					.00	20305.52
50500001660000	505						
556898 / 0000 / 2009 JOHN DEERE DECK MOWER 1445				6898	256527	COASTAL EQUIPMENT SYSTEMS	
134686 3/26/2009	10 00 580	Y	P	PURCHASED	60 31		
ACTIVE	GOLF COURSE			5/31/2009		.00	18114.00
ROLLING STOCK	50510005809902			062034	0/00/0000	.00	.00
TC1445D090026	50500001670000			N		3622.80	8755.10
P	505					.00	9358.90
50500001660000	505						
556899 / 0000 / 2009 SISIS MULTI-SLIT SHEER FOR GOLF COURSE				6899	214	ECKERT GOLF SALES, INC.	
134701 3/26/2009	10 00 580	Y	P	PURCHASED	60 31		
ACTIVE	GOLF COURSE			5/31/2009		.00	6640.00
ROLLING STOCK	50510005809902			062036	0/00/0000	.00	.00
47085	50500001670000			N		1328.00	3209.33
P	505					.00	3430.67
50500001660000	505						

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD	REMA	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			DATE	LIFE	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			PO NBR			
ASSET ACCOUNT	FUNDING SOURCE			NEW/USED			
				INVESTMENT ACCOUNT			
559229 / 0000 / E-Z GO CUSHMAN HAULER 800G UTL CART	10 00 519	Y	P	9229	258706	EZ GO TEXTRON	
151952 1/20/2012	GOLF COURSE			PURCHASED	60		6962.00
ACTIVE	50510005199902			2/29/2012	60		.00
ROLLING STOCK	50500001670000			066402			.00
P 2787640	505			N	.00		.00
50500001660000							6962.00
559230 / 0000 / E-Z GO CUSHMAN HAULER 1200G UTL CART	10 00 519	Y	P	9230	258706	EZ GO TEXTRON	
151952 1/20/2012	GOLF COURSE			PURCHASED	60		7345.00
ACTIVE	50510005199902			2/29/2012	60		.00
ROLLING STOCK	50500001670000			066402			.00
P 2787329	505			N	.00		.00
50500001660000							7345.00
559231 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9231	258706	EZ GO TEXTRON	
151467 12/15/2011	GOLF COURSE			PURCHASED	60		3865.00
ACTIVE	50510005199902			2/29/2012	60		.00
ROLLING STOCK	50500001670000			066402			.00
P 2782204	505			N	.00		.00
50500001660000							3865.00
559232 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9232	258706	EZ GO TEXTRON	
151467 12/15/2011	GOLF COURSE			PURCHASED	60		3865.00
ACTIVE	50510005199902			2/29/2012	60		.00
ROLLING STOCK	50500001670000			066402			.00
P 2782206	505			N	.00		.00
50500001660000							3865.00
559233 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9233	258706	EZ GO TEXTRON	
151467 12/15/2011	GOLF COURSE			PURCHASED	60		3865.00
ACTIVE	50510005199902			2/29/2012	60		.00
ROLLING STOCK	50500001670000			066402			.00
P 2782207	505			N	.00		.00
50500001660000							3865.00
559234 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9234	258706	EZ GO TEXTRON	
151467 12/15/2011	GOLF COURSE			PURCHASED	60		3865.00
ACTIVE	50510005199902			2/29/2012	60		.00
ROLLING STOCK	50500001670000			066402			.00
P 2782208	505			N	.00		.00
50500001660000							3865.00
559235 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9235	258706	EZ GO TEXTRON	
151467 12/15/2011	GOLF COURSE			PURCHASED	60		3865.00
ACTIVE	50510005199902			2/29/2012	60		.00
ROLLING STOCK	50500001670000			066402			.00
P 2782209	505			N	.00		.00
50500001660000							3865.00
559236 / 0000 / E-Z GO GOLF CART				9236	258706	EZ GO TEXTRON	

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD	REMA	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			DATE	LIFE	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			PO NBR			
ASSET ACCOUNT	FUNDING SOURCE			NEW/USED	PRICE		
				INVESTMENT ACCOUNT			
559236 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED	60	60	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012			.00
ACTIVE	50510005199902			066402			.00
ROLLING STOCK	50500001670000			N			.00
2782210	505						3865.00
P 50500001660000							
559237 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9237	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012	60		.00
ACTIVE	50510005199902			066402			.00
ROLLING STOCK	50500001670000			N			.00
2782211	505						3865.00
P 50500001660000							
559238 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9238	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012	60		.00
ACTIVE	50510005199902			066402			.00
ROLLING STOCK	50500001670000			N			.00
2782212	505						3865.00
P 50500001660000							
559239 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9239	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012	60		.00
ACTIVE	50510005199902			066402			.00
ROLLING STOCK	50500001670000			N			.00
2782213	505						3865.00
P 50500001660000							
559240 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9240	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012	60		.00
ACTIVE	50510005199902			066402			.00
ROLLING STOCK	50500001670000			N			.00
2782214	505						3865.00
P 50500001660000							
559241 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9241	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012	60		.00
ACTIVE	50510005199902			066402			.00
ROLLING STOCK	50500001670000			N			.00
2782215	505						3865.00
P 50500001660000							
559242 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9242	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012	60		.00
ACTIVE	50510005199902			066402			.00
ROLLING STOCK	50500001670000			N			.00
2782215	505						3865.00
P 50500001660000							
559243 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9243	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011					60		.00

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE DISPOSAL:	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			PO NBR METHOD PRICE	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED			
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
559243 E-Z GO GOLF CART	GOLF COURSE			2/29/2012 0/00/0000		.00	.00
ACTIVE	50510005199902			066402		.00	.00
ROLLING STOCK	50500001670000			N	.00		3865.00
P 2782217	505						
50500001660000							
559244 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P		9244 PURCHASED 2/29/2012 0/00/0000	258706 60 60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			066402		.00	.00
ACTIVE	50510005199902			N	.00	.00	.00
ROLLING STOCK	50500001670000					.00	3865.00
P 2782218	505						
50500001660000							
559245 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P		9245 PURCHASED 2/29/2012 0/00/0000	258706 60 60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			066402		.00	.00
ACTIVE	50510005199902			N	.00	.00	.00
ROLLING STOCK	50500001670000					.00	3865.00
P 2782219	505						
50500001660000							
559246 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P		9246 PURCHASED 2/29/2012 0/00/0000	258706 60 60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			066402		.00	.00
ACTIVE	50510005199902			N	.00	.00	.00
ROLLING STOCK	50500001670000					.00	3865.00
P 2788220	505						
50500001660000							
559247 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P		9247 PURCHASED 2/29/2012 0/00/0000	258706 60 60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			066402		.00	.00
ACTIVE	50510005199902			N	.00	.00	.00
ROLLING STOCK	50500001670000					.00	3865.00
P 2782221	505						
50500001660000							
559248 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P		9248 PURCHASED 2/29/2012 0/00/0000	258706 60 60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			066402		.00	.00
ACTIVE	50510005199902			N	.00	.00	.00
ROLLING STOCK	50500001670000					.00	3865.00
P 2782222	505						
50500001660000							
559249 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P		9249 PURCHASED 2/29/2012 0/00/0000	258706 60 60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			066402		.00	.00
ACTIVE	50510005199902			N	.00	.00	.00
ROLLING STOCK	50500001670000					.00	3865.00
P 2782224	505						
50500001660000							
559250 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P		9250 PURCHASED 2/29/2012 0/00/0000	258706 60 60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE					.00	.00
ACTIVE						.00	

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			DISPOSAL: DATE	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			PO NBR METHOD			
ASSET ACCOUNT	FUNDING SOURCE			NEW/USED PRICE			
				INVESTMENT ACCOUNT			
559250 E-Z GO GOLF CART	50510005199902			066402		.00	.00
P 2782225 ROLLING STOCK	50500001670000			N	.00		3865.00
50500001660000	505						
559251 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9251	258706	EZ GO TEXTRON		3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000	60 60	.00		.00
P 2782226 ROLLING STOCK	50510005199902		066402	.00	.00		.00
50500001660000	50500001670000		N	.00			3865.00
505	505						
559252 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9252	258706	EZ GO TEXTRON		3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000	60 60	.00		.00
P 2782227 ROLLING STOCK	50510005199902		066402	.00	.00		.00
50500001660000	50500001670000		N	.00			3865.00
505	505						
559253 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9253	258706	EZ GO TEXTRON		3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000	60 60	.00		.00
P 2782228 ROLLING STOCK	50510005199902		066402	.00	.00		.00
50500001660000	50500001670000		N	.00			3865.00
505	505						
559254 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9254	258706	EZ GO TEXTRON		3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000	60 60	.00		.00
P 2782229 ROLLING STOCK	50510005199902		066402	.00	.00		.00
50500001660000	50500001670000		N	.00			3865.00
505	505						
559255 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9255	258706	EZ GO TEXTRON		3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000	60 60	.00		.00
P 2782230 ROLLING STOCK	50510005199902		066402	.00	.00		.00
50500001660000	50500001670000		N	.00			3865.00
505	505						
559256 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9256	258706	EZ GO TEXTRON		3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000	60 60	.00		.00
P 2782231 ROLLING STOCK	50510005199902		066402	.00	.00		.00
50500001660000	50500001670000		N	.00			3865.00
505	505						
559257 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9257	258706	EZ GO TEXTRON		3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000	60 60	.00		.00
P 2782232 ROLLING STOCK	50510005199902		066402	.00	.00		.00
50500001660000	50500001670000		N	.00			3865.00
505	505						

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	PURCHASE COST
MANUFACT STATUS	LOCATION			METHOD DATE DISPOSAL:	LIFE	SALVAGE VALUE	CAPITAL COST
COM CODE TYPE	DEPR EXP ACCT			PO NBR METHOD PRICE	PROJECT	YTD DEPR	LTD DEPR
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED			BOOK VALUE
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
559257 E-Z GO GOLF CART	50500001670000			N			3865.00
P 2782232	505						
50500001660000	505						
559258 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9258	258706	60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000				
ACTIVE	50510005199902		066402				
ROLLING STOCK	50500001670000		N				3865.00
P 2782233	505						
50500001660000	505						
559259 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9259	258706	60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000				
ACTIVE	50510005199902		066402				
ROLLING STOCK	50500001670000		N				3865.00
P 2782234	505						
50500001660000	505						
559260 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9260	258706	60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000				
ACTIVE	50510005199902		066402				
ROLLING STOCK	50500001670000		N				3865.00
P 2782235	505						
50500001660000	505						
559261 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9261	258706	60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000				
ACTIVE	50510005199902		066402				
ROLLING STOCK	50500001670000		N				3865.00
P 2782236	505						
50500001660000	505						
559262 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9262	258706	60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000				
ACTIVE	50510005199902		066402				
ROLLING STOCK	50500001670000		N				3865.00
P 2782237	505						
50500001660000	505						
559263 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9263	258706	60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000				
ACTIVE	50510005199902		066402				
ROLLING STOCK	50500001670000		N				3865.00
P 2782238	505						
50500001660000	505						
559264 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9264	258706	60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000				
ACTIVE	50510005199902		066402				
ROLLING STOCK	50500001670000		N				3865.00
P 2782240	505						

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE DISPOSAL:	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			PO NBR METHOD	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED PRICE			
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
559264 E-Z GO GOLF CART	505						
50500001660000							
559265 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED	9265	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012	0/00/0000	60 60	.00	.00
ACTIVE	50510005199902		066402			.00	.00
ROLLING STOCK	50500001670000		N		.00		3865.00
2782241	505						
P 50500001660000							
559266 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED	9266	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012	0/00/0000	60 60	.00	.00
ACTIVE	50510005199902		066402			.00	.00
ROLLING STOCK	50500001670000		N		.00		3865.00
2782242	505						
P 50500001660000							
559267 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED	9267	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012	0/00/0000	60 60	.00	.00
ACTIVE	50510005199902		066402			.00	.00
ROLLING STOCK	50500001670000		N		.00		3865.00
2782243	505						
P 50500001660000							
559268 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED	9268	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012	0/00/0000	60 60	.00	.00
ACTIVE	50510005199902		066402			.00	.00
ROLLING STOCK	50500001670000		N		.00		3865.00
2782244	505						
P 50500001660000							
559269 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED	9269	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012	0/00/0000	60 60	.00	.00
ACTIVE	50510005199902		066402			.00	.00
ROLLING STOCK	50500001670000		N		.00		3865.00
2782245	505						
P 50500001660000							
559270 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED	9270	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012	0/00/0000	60 60	.00	.00
ACTIVE	50510005199902		066402			.00	.00
ROLLING STOCK	50500001670000		N		.00		3865.00
2782246	505						
P 50500001660000							
559271 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED	9271	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012	0/00/0000	60 60	.00	.00
ACTIVE	50510005199902		066402			.00	.00
ROLLING STOCK	50500001670000		N		.00		3865.00
2782247	505						
P 50500001660000							

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	PURCHASE COST
MANUFACT STATUS	LOCATION			METHOD DATE DISPOSAL:	LIFE	SALVAGE VALUE	CAPITAL COST
COM CODE TYPE	DEPR EXP ACCT			PO NBR METHOD	PROJECT	YTD DEPR	LTD DEPR
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED PRICE			BOOK VALUE
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
559272 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9272	258706	EZ GO TEXTRON	
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000	60 60	.00	3865.00
ACTIVE	50510005199902			066402		.00	.00
ROLLING STOCK	50500001670000			N	.00	.00	.00
P 2782248	505						3865.00
50500001660000							
559273 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9273	258706	EZ GO TEXTRON	
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000	60 60	.00	3865.00
ACTIVE	50510005199902			066402		.00	.00
ROLLING STOCK	50500001670000			N	.00	.00	.00
P 2782249	505						3865.00
50500001660000							
559274 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9274	258706	EZ GO TEXTRON	
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000	60 60	.00	3865.00
ACTIVE	50510005199902			066402		.00	.00
ROLLING STOCK	50500001670000			N	.00	.00	.00
P 2782250	505						3865.00
50500001660000							
559275 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9275	258706	EZ GO TEXTRON	
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000	60 60	.00	3865.00
ACTIVE	50510005199902			066402		.00	.00
ROLLING STOCK	50500001670000			N	.00	.00	.00
P 2782251	505						3865.00
50500001660000							
559276 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9276	258706	EZ GO TEXTRON	
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000	60 60	.00	3865.00
ACTIVE	50510005199902			066402		.00	.00
ROLLING STOCK	50500001670000			N	.00	.00	.00
P 2782252	505						3865.00
50500001660000							
559277 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9277	258706	EZ GO TEXTRON	
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000	60 60	.00	3865.00
ACTIVE	50510005199902			066402		.00	.00
ROLLING STOCK	50500001670000			N	.00	.00	.00
P 2782253	505						3865.00
50500001660000							
559278 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9278	258706	EZ GO TEXTRON	
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000	60 60	.00	3865.00
ACTIVE	50510005199902			066402		.00	.00
ROLLING STOCK	50500001670000			N	.00	.00	.00
P 2782254	505						3865.00
50500001660000							
559279 / 0000 / E-Z GO GOLF CART				9279	258706	EZ GO TEXTRON	

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION			ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR	CHECK DATE	STATUS	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE	REMA	INS COVERAGE
MANUFACT	TYPE		LOCATION			DATE	DISPOSAL:	VALUE	CAPITAL COST
COM CODE	SERIAL NUMBER		DEPR EXP ACCT			DATE	METHOD	YTD DEPR	LTD DEPR
ASSET CLS	ACCOUNT		ACCUOM DEPR ACCT			NEW/USED	PRICE		BOOK VALUE
			FUNDING SOURCE			INVESTMENT ACCOUNT			
559279	E-Z GO GOLF CART								
151467	12/15/2011	ACTIVE	10 00 519	Y	P	PURCHASED	60	60	.00
		ROLLING STOCK	GOLF COURSE			2/29/2012	0/00/0000		.00
			50510005199902			066402			.00
P	2782255		50500001670000			N	.00		3865.00
50500001660000	505								
559280	/ 0000 / E-Z GO GOLF CART					9280	258706	EZ GO TEXTRON	
151467	12/15/2011	ACTIVE	10 00 519	Y	P	PURCHASED	60	60	.00
		ROLLING STOCK	GOLF COURSE			2/29/2012	0/00/0000		.00
			50510005199902			066402			.00
P	2782256		50500001670000			N	.00		3865.00
50500001660000	505								
559281	/ 0000 / E-Z GO GOLF CART					9281	258706	EZ GO TEXTRON	
151467	12/15/2011	ACTIVE	10 00 519	Y	P	PURCHASED	60	60	.00
		ROLLING STOCK	GOLF COURSE			2/29/2012	0/00/0000		.00
			50510005199902			066402			.00
P	2782257		50500001670000			N	.00		3865.00
50500001660000	505								
559282	/ 0000 / E-Z GO GOLF CART					9282	258706	EZ GO TEXTRON	
151467	12/15/2011	ACTIVE	10 00 519	Y	P	PURCHASED	60	60	.00
		ROLLING STOCK	GOLF COURSE			2/29/2012	0/00/0000		.00
			50510005199902			066402			.00
P	2782258		50500001670000			N	.00		3865.00
50500001660000	505								
559283	/ 0000 / E-Z GO GOLF CART					9283	258706	EZ GO TEXTRON	
151467	12/15/2011	ACTIVE	10 00 519	Y	P	PURCHASED	60	60	.00
		ROLLING STOCK	GOLF COURSE			2/29/2012	0/00/0000		.00
			50510005199902			066402			.00
P	2782260		50500001670000			N	.00		3865.00
50500001660000	505								
559284	/ 0000 / E-Z GO GOLF CART					9284	258706	EZ GO TEXTRON	
151467	12/15/2011	ACTIVE	10 00 519	Y	P	PURCHASED	60	60	.00
		ROLLING STOCK	GOLF COURSE			2/29/2012	0/00/0000		.00
			50510005199902			066402			.00
P	2782261		50500001670000			N	.00		3865.00
50500001660000	505								
559285	/ 0000 / E-Z GO GOLF CART					9285	258706	EZ GO TEXTRON	
151467	12/15/2011	ACTIVE	10 00 519	Y	P	PURCHASED	60	60	.00
		ROLLING STOCK	GOLF COURSE			2/29/2012	0/00/0000		.00
			50510005199902			066402			.00
P	2782262		50500001670000			N	.00		3865.00
50500001660000	505								
559286	/ 0000 / E-Z GO GOLF CART					9286	258706	EZ GO TEXTRON	
151467	12/15/2011		10 00 519	Y	P	PURCHASED	60	60	.00
									3865.00

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE DISPOSAL:	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			PO NBR METHOD PRICE	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED			
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
559286 E-Z GO GOLF CART	GOLF COURSE			2/29/2012 0/00/0000		.00	.00
ACTIVE	50510005199902			066402		.00	.00
ROLLING STOCK	50500001670000			N	.00		3865.00
P 2782263	505						
50500001660000							
559287 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9287	258706	EZ GO TEXTRON		3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000	60 60	.00	.00	.00
ACTIVE	50510005199902		066402		.00	.00	.00
ROLLING STOCK	50500001670000		N	.00			3865.00
P 2782264	505						
50500001660000							
559288 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9288	258706	EZ GO TEXTRON		3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000	60 60	.00	.00	.00
ACTIVE	50510005199902		066402		.00	.00	.00
ROLLING STOCK	50500001670000		N	.00			3865.00
P 2782265	505						
50500001660000							
559289 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9289	258706	EZ GO TEXTRON		3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000	60 60	.00	.00	.00
ACTIVE	50510005199902		066402		.00	.00	.00
ROLLING STOCK	50500001670000		N	.00			3865.00
P 2782266	505						
50500001660000							
559290 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9290	258706	EZ GO TEXTRON		3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000	60 60	.00	.00	.00
ACTIVE	50510005199902		066402		.00	.00	.00
ROLLING STOCK	50500001670000		N	.00			3865.00
P 2782267	505						
50500001660000							
559291 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9291	258706	EZ GO TEXTRON		3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000	60 60	.00	.00	.00
ACTIVE	50510005199902		066402		.00	.00	.00
ROLLING STOCK	50500001670000		N	.00			3865.00
P 2782268	505						
50500001660000							
559292 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9292	258706	EZ GO TEXTRON		3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000	60 60	.00	.00	.00
ACTIVE	50510005199902		066402		.00	.00	.00
ROLLING STOCK	50500001670000		N	.00			3865.00
P 2782269	505						
50500001660000							
559293 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P	PURCHASED 9293	258706	EZ GO TEXTRON		3865.00
151467 12/15/2011	GOLF COURSE		2/29/2012 0/00/0000	60 60	.00	.00	.00
ACTIVE							

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			DISPOSAL:	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			PO NBR METHOD			
ASSET ACCOUNT	FUNDING SOURCE			NEW/USED PRICE			
				INVESTMENT ACCOUNT			
559293 E-Z GO GOLF CART	50510005199902			066402		.00	.00
P 2782270 ROLLING STOCK	50500001670000			N	.00		3865.00
50500001660000	505						
559294 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9294 PURCHASED	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000	60 60	.00	.00
P 2782271 ROLLING STOCK	50510005199902			066402	.00	.00	.00
50500001660000	50500001670000			N	.00		3865.00
505	505						
559295 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9295 PURCHASED	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000	60 60	.00	.00
P 2782272 ROLLING STOCK	50510005199902			066402	.00	.00	.00
50500001660000	50500001670000			N	.00		3865.00
505	505						
559296 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9296 PURCHASED	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000	60 60	.00	.00
P 2782276 ROLLING STOCK	50510005199902			066402	.00	.00	.00
50500001660000	50500001670000			N	.00		3865.00
505	505						
559297 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9297 PURCHASED	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000	60 60	.00	.00
P 2782277 ROLLING STOCK	50510005199902			066402	.00	.00	.00
50500001660000	50500001670000			N	.00		3865.00
505	505						
559298 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9298 PURCHASED	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000	60 60	.00	.00
P 2782278 ROLLING STOCK	50510005199902			066402	.00	.00	.00
50500001660000	50500001670000			N	.00		3865.00
505	505						
559299 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9299 PURCHASED	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000	60 60	.00	.00
P 2782279 ROLLING STOCK	50510005199902			066402	.00	.00	.00
50500001660000	50500001670000			N	.00		3865.00
505	505						
559300 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9300 PURCHASED	258706	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000	60 60	.00	.00
P 2782279 ROLLING STOCK	50510005199902			066402	.00	.00	.00
50500001660000	50500001670000			N	.00		3865.00
505	505						

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE DISPOSAL:	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			PO NBR METHOD	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCU DEPR ACCT			NEW/USED PRICE			
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
559300 E-Z GO GOLF CART	50500001670000			N	.00		3865.00
P 278228C	505						
50500001660000	505						
559301 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P		9301 PURCHASED	258706 60 60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000		.00	.00
ACTIVE	50510005199902			066402		.00	.00
ROLLING STOCK	50500001670000			N	.00		3865.00
P 2782281	505						
50500001660000	505						
559302 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P		9302 PURCHASED	258706 60 60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000		.00	.00
ACTIVE	50510005199902			066402		.00	.00
ROLLING STOCK	50500001670000			N	.00		3865.00
P 2782282	505						
50500001660000	505						
559303 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P		9303 PURCHASED	258706 60 60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000		.00	.00
ACTIVE	50510005199902			066402		.00	.00
ROLLING STOCK	50500001670000			N	.00		3865.00
P 2782284	505						
50500001660000	505						
559304 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P		9304 PURCHASED	258706 60 60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000		.00	.00
ACTIVE	50510005199902			066402		.00	.00
ROLLING STOCK	50500001670000			N	.00		3865.00
P 2782285	505						
50500001660000	505						
559305 / 0000 / E-Z GO GOLF CART	10 00 519 Y	P		9305 PURCHASED	258706 60 60	EZ GO TEXTRON	3865.00
151467 12/15/2011	GOLF COURSE			2/29/2012 0/00/0000		.00	.00
ACTIVE	50510005199902			066402		.00	.00
ROLLING STOCK	50500001670000			N	.00		3865.00
P 2782286	505						
50500001660000	505						
ASSET TYPE RS	NON-DISPOSED SUBTOTALS:			DEPRECIABLE:	120 ASSETS	26,364.00	919,144.69
						.00	.00
						55,741.54	530,207.73
							388,936.96
				NON-DEPRECIABLE:	0 ASSETS	.00	.00
						.00	.00
						.00	.00
						.00	.00

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD	DISPOSAL:	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			DATE	DATE	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			PO NBR	METHOD		
ASSET ACCOUNT	FUNDING SOURCE			NEW/USED	PRICE		
				INVESTMENT ACCOUNT			

TOTAL:	120 ASSETS	26,364.00	919,144.69
		.00	.00
		55,741.54	530,207.73
			388,936.96

ASSET REGISTER
 BY ASSET TYPE

				INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	120 ASSETS	26,364.00 .00 55,741.54
					919,144.69 .00 530,207.73 388,936.96
			NON-DEPRECIABLE:	0 ASSETS	.00 .00 .00
					.00 .00
			TOTAL:	120 ASSETS	26,364.00 .00 55,741.54
					919,144.69 .00 530,207.73 388,936.96
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00 .00 .00
					.00 .00
			NON-DEPRECIABLE:	0 ASSETS	.00 .00 .00
					.00 .00 .00
			TOTAL:	0 ASSETS	.00 .00 .00
					.00 .00 .00

SELECTION CRITERIA:

TYPE - CE

LOCATION - 53

STATUSES - F A

CLASS - ALL CLASSES

PROJECT - ALL PROJECTS

ACQUISITION METHOD - ALL ACQUISITION METHODS

DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE

DEPARTMENT - ALL DEPARTMENTS

DIVISION - ALL DIVISIONS

ACTIVITY - ALL ACTIVITIES

PRINT MISC INFO - NO

ACQUISITION DATE - FROM 01/01/1942 TO 09/26/2012

DISPOSAL DATE - FROM EARLIEST TO LATEST

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			DATE	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			PO NBR			
ASSET ACCOUNT	FUNDING SOURCE			NEW/USED			
				INVESTMENT ACCOUNT			
535958 / 0000 / PRINTER, HP DESKJET 870CXI COLOR PRINTER	56 00 579	Y	P	5958	254361	LOGICAL SOLUTIONS, INC.	
7833 9/11/1997	GOLF COURSE			PURCHASED 9/11/1997	60 0		480.00
FULLY DEPRECIATED	45003005799902			022479			.00
COMPUTER EQUIPMENT	450000001670000			N	.00		480.00
P SG75DIG1FP	450						.00
450000001660000							
ASSET TYPE CE	NON-DISPOSED SUBTOTALS:			DEPRECIABLE:	1 ASSETS	.00	480.00
						.00	.00
						.00	480.00
							.00
				NON-DEPRECIABLE:	0 ASSETS	.00	.00
						.00	.00
						.00	.00
							.00
				TOTAL:	1 ASSETS	.00	480.00
						.00	.00
						.00	480.00
							.00

ASSET REGISTER
 BY ASSET TYPE

					INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	1 ASSETS	.00 .00 .00	480.00 .00 480.00 .00
			NON-DEPRECIABLE:	0 ASSETS	.00 .00 .00	.00 .00 .00 .00
			TOTAL:	1 ASSETS	.00 .00 .00	480.00 .00 480.00 .00
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00 .00 .00	.00 .00 .00 .00
			NON-DEPRECIABLE:	0 ASSETS	.00 .00 .00	.00 .00 .00 .00
			TOTAL:	0 ASSETS	.00 .00 .00	.00 .00 .00 .00

Golf Club at Cypress Head [202067]
Net Book Value - Depreciation
Financial

10/01/2011 - 09/30/2012

System No.	Asset Balances				Reductions							Net Book Value
	Beginning Balance	Additions	Deletions	Ending Balance	Beg. Accum. Depreciation	Current Depreciation	Sec. 179/ Bonus	Other Reductions	Deletion Reductions	Total Reductions		
Buildings and Improvements												
2 Roll Up Doors						SL	40.00	N/A	100.00			
13	2,150.00	0.00	0.00	2,150.00	943.50	53.75	0.00	0.00	0.00	997.25	1,152.75	
Pro Shop Office						SL	40.00	N/A	100.00			
14	2,050.00	0.00	0.00	2,050.00	845.50	51.25	0.00	0.00	0.00	896.75	1,153.25	
18 Tee Signs						SL	7.00	N/A	100.00			
16	7,919.18	0.00	0.00	7,919.18	7,919.18	0.00	0.00	0.00	0.00	7,919.18	0.00	
11 Ball washers						SL	5.00	N/A	100.00			
17	3,385.15	0.00	0.00	3,385.15	3,385.15	0.00	0.00	0.00	0.00	3,385.15	0.00	
Range Lights						SL	7.00	N/A	100.00			
20	5,300.00	0.00	0.00	5,300.00	4,542.84	757.16	0.00	0.00	0.00	5,300.00	0.00	
Pump						SL	7.00	N/A	100.00			
22	2,450.00	0.00	0.00	2,450.00	2,100.00	350.00	0.00	0.00	0.00	2,450.00	0.00	
Range Lights						SL	7.00	N/A	100.00			
25	1,293.25	0.00	0.00	1,293.25	1,108.50	184.75	0.00	0.00	0.00	1,293.25	0.00	
Park Benches						SL	7.00	N/A	100.00			
27	1,739.18	0.00	0.00	1,739.18	1,490.70	248.48	0.00	0.00	0.00	1,739.18	0.00	
Side Walks						SL	20.00	N/A	100.00			
31	2,736.60	0.00	0.00	2,736.60	820.98	136.83	0.00	0.00	0.00	957.81	1,778.79	
Plants Trees Parking Lot						SL	40.00	N/A	100.00			
33	3,875.00	0.00	0.00	3,875.00	581.28	96.88	0.00	0.00	0.00	678.16	3,196.84	
Duct Smoke detectors						SL	20.00	N/A	100.00			
34	1,574.32	0.00	0.00	1,574.32	472.32	78.72	0.00	0.00	0.00	551.04	1,023.28	
Restaurant Lights						SL	7.00	N/A	100.00			
38	1,149.72	0.00	0.00	1,149.72	698.06	164.25	0.00	0.00	0.00	862.31	287.41	
Rest. & Pro Shop Entrancesways						SL	20.00	N/A	100.00			
39	4,584.00	0.00	0.00	4,584.00	1,069.60	229.20	0.00	0.00	0.00	1,298.80	3,285.20	
Restaurant Banquet Rm Enclosure						SL	40.00	N/A	100.00			
40	7,250.00	0.00	0.00	7,250.00	860.94	181.25	0.00	0.00	0.00	1,042.19	6,207.81	
Cert Pathway Pavers						SL	20.00	N/A	100.00			
43	9,367.00	0.00	0.00	9,367.00	1,951.46	468.35	0.00	0.00	0.00	2,419.81	6,947.19	
Golf Course Drains						SL	20.00	N/A	100.00			
44	8,011.36	0.00	0.00	8,011.36	1,669.04	400.57	0.00	0.00	0.00	2,069.61	5,941.75	
Subtotal:	64,834.76	0.00	0.00	64,834.76	30,459.05	3,401.44	0.00	0.00	0.00	33,860.49	30,974.27	
Buildings and Improvements												
Less dispositions and exchanges:												
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Net for: Buildings and Improvements	64,834.76	0.00	0.00	64,834.76	30,459.05	3,401.44	0.00	0.00	0.00	33,860.49	30,974.27	
Furniture and Fixtures												
Furniture and Fixtures						SL	7.00	N/A	100.00			
7	749.00	0.00	0.00	749.00	749.00	0.00	0.00	0.00	0.00	749.00	0.00	

EXHIBIT "C"

EXHIBIT "C"

Golf Club at Cypress Head [202067]
Net Book Value - Depreciation
Financial

10/01/2011 - 09/30/2012

System No.	Asset Balances				Reductions						Net Book Value
	Beginning Balance	Additions	Deletions	Ending Balance	Beg. Accum. Depreciation	Current Depreciation	Sec. 179/ Bonus	Other Reductions	Deletion Reductions	Total Reductions	
Furniture and Fixtures											
Ball Washer						SL	7.00	N/A	100.00		
8	1,537.00	0.00	0.00	1,537.00	1,537.00	0.00	0.00	0.00	0.00	1,537.00	0.00
Scoreboards						SL	7.00	N/A	100.00		
9	3,338.00	0.00	0.00	3,338.00	3,338.00	0.00	0.00	0.00	0.00	3,338.00	0.00
Podium with Loudspeaker						SL	7.00	N/A	100.00	D	
10	866.00	0.00	866.00	0.00	866.00	0.00	0.00	0.00	866.00	0.00	0.00
Bryant A/C						SL	7.00	N/A	100.00		
11	2,100.00	0.00	0.00	2,100.00	2,100.00	0.00	0.00	0.00	0.00	2,100.00	0.00
Projection TV						SL	7.00	N/A	100.00		
12	2,575.00	0.00	0.00	2,575.00	2,575.00	0.00	0.00	0.00	0.00	2,575.00	0.00
Water cooler (6)						SL	7.00	N/A	100.00		
15	1,763.00	0.00	0.00	1,763.00	1,763.00	0.00	0.00	0.00	0.00	1,763.00	0.00
13 Water Coolers						SL	5.00	N/A	100.00		
18	678.41	0.00	0.00	678.41	678.41	0.00	0.00	0.00	0.00	678.41	0.00
6 20 gallon Litter Baskets						SL	5.00	N/A	100.00		
19	950.68	0.00	0.00	950.68	950.68	0.00	0.00	0.00	0.00	950.68	0.00
Bar Stools						SL	7.00	N/A	100.00		
23	1,090.20	0.00	0.00	1,090.20	934.44	155.76	0.00	0.00	0.00	1,090.20	0.00
Freezer						SL	7.00	N/A	100.00		
24	1,485.67	0.00	0.00	1,485.67	1,273.44	212.23	0.00	0.00	0.00	1,485.67	0.00
Restroom Fans						SL	7.00	N/A	100.00		
26	1,197.06	0.00	0.00	1,197.06	1,026.06	171.00	0.00	0.00	0.00	1,197.06	0.00
Ansul Kitchen System						SL	7.00	N/A	100.00		
30	1,602.83	0.00	0.00	1,602.83	1,373.88	228.95	0.00	0.00	0.00	1,602.83	0.00
Kitchen Steamer						SL	7.00	N/A	100.00		
35	3,308.60	0.00	0.00	3,308.60	2,126.97	472.66	0.00	0.00	0.00	2,599.63	708.97
Hosiyake Ice Machine						SL	7.00	N/A	100.00		
36	2,480.00	0.00	0.00	2,480.00	1,623.83	354.29	0.00	0.00	0.00	1,978.12	501.88
FD100 Credit Card Machine						SL	7.00	N/A	100.00	D	
37	1,429.05	0.00	1,429.05	0.00	867.64	0.00	0.00	0.00	867.64	0.00	0.00
Rest. Mats for New Carpet						SL	7.00	N/A	100.00		
41	503.00	0.00	0.00	503.00	341.33	71.86	0.00	0.00	0.00	413.19	89.81
Trash Receptacles						SL	7.00	N/A	100.00		
42	1,266.00	0.00	0.00	1,266.00	723.44	180.86	0.00	0.00	0.00	904.30	361.70
Subtotal:	28,919.50	0.00	2,295.05	26,624.45	24,848.12	1,847.61	0.00	0.00	1,733.64	24,962.09	1,662.36
Furniture and Fixtures											
Less dispositions and exchanges:											
	2,295.05	0.00	2,295.05	0.00	1,733.64	0.00	0.00	0.00	1,733.64	0.00	0.00
Net for: Furniture and Fixtures	26,624.45	0.00	0.00	26,624.45	23,114.48	1,847.61	0.00	0.00	0.00	24,962.09	1,662.36
Machinery and Equipment											
24 inch Hedge Trimmer						SL	7.00	N/A	100.00		

EXHIBIT "C"

EXHIBIT "C"

Golf Club at Cypress Head [202067]
Net Book Value - Depreciation
Financial

10/01/2011 - 09/30/2012

System No.	Asset Balances				Reductions							Net Book Value
	Beginning Balance	Additions	Deletions	Ending Balance	Beg. Accum. Depreciation	Current Depreciation	Sec. 179/ Bonus	Other Reductions	Deletion Reductions	Total Reductions		
Machinery and Equipment												
1	543.00	0.00	0.00	543.00	543.00	0.00	0.00	0.00	0.00	0.00	543.00	0.00
Jacobson Pump						SL	7.00	N/A	100.00	D		
2	656.00	0.00	656.00	0.00	656.00	0.00	0.00	0.00	0.00	656.00	0.00	0.00
Tactile 550 Edger						SL	7.00	N/A	100.00			
3	603.00	0.00	0.00	603.00	603.00	0.00	0.00	0.00	0.00	0.00	603.00	0.00
Senior Golf Ball Picker						SL	7.00	N/A	100.00			
4	1,712.00	0.00	0.00	1,712.00	1,712.00	0.00	0.00	0.00	0.00	0.00	1,712.00	0.00
AG Gear Box						SL	7.00	N/A	100.00	D		
5	697.00	0.00	697.00	0.00	697.00	0.00	0.00	0.00	0.00	697.00	0.00	0.00
Jacobson Engine						SL	7.00	N/A	100.00	D		
6	1,034.00	0.00	1,034.00	0.00	1,034.00	0.00	0.00	0.00	0.00	1,034.00	0.00	0.00
Compressors						SL	7.00	N/A	100.00			
21	2,980.00	0.00	0.00	2,980.00	2,554.26	425.74	0.00	0.00	0.00	0.00	2,980.00	0.00
AC compressors						SL	10.00	N/A	100.00			
28	3,023.54	0.00	0.00	3,023.54	1,814.10	302.35	0.00	0.00	0.00	0.00	2,116.45	907.09
AC Slabs						SL	20.00	N/A	100.00			
29	5,550.40	0.00	0.00	5,550.40	1,665.12	277.52	0.00	0.00	0.00	0.00	1,942.64	3,607.76
Garage door						SL	20.00	N/A	100.00			
32	3,300.00	0.00	0.00	3,300.00	990.00	165.00	0.00	0.00	0.00	0.00	1,155.00	2,145.00
Capital Lease - Ricoh Copier MP161						SL	2.50	N/A	100.00			
45	1,298.00	0.00	0.00	1,298.00	778.80	0.00	0.00	0.00	0.00	0.00	778.80	519.20
Subtotal:	21,396.94	0.00	2,387.00	19,009.94	13,047.28	1,170.61	0.00	0.00	2,387.00	11,830.89	7,179.05	
Machinery and Equipment												
Less dispositions and exchanges:												
	2,387.00	0.00	2,387.00	0.00	2,387.00	0.00	0.00	0.00	2,387.00	0.00	0.00	
Net for:	19,009.94	0.00	0.00	19,009.94	10,660.28	1,170.61	0.00	0.00	0.00	11,830.89	7,179.05	
Machinery and Equipment												
Subtotal:	115,151.20	0.00	4,682.05	110,469.15	68,354.45	6,419.66	0.00	0.00	4,120.64	70,653.47	39,815.68	
Less dispositions and exchanges:												
	4,682.05	0.00	4,682.05	0.00	4,120.64	0.00	0.00	0.00	4,120.64	0.00	0.00	
Grand Totals:	110,469.15	0.00	0.00	110,469.15	64,233.81	6,419.66	0.00	0.00	0.00	70,653.47	39,815.68	

The Contractor, by executing the foregoing Agreement for Golf Course Management Services, acknowledges receipt of the following documents:

- EXHIBIT A** Request for Proposals (RFP) by the City of Port Orange dated April 2, 2012, as amended.
- EXHIBIT B** Kemper Sports Management Proposal in response to the RFP.
- EXHIBIT C** City of Port Orange Fixed Assets Inventory of the Golf Course at Cypress Head.

Supplemental Information Provided:

- Cypress Head Insurance Program Listing
- State of Florida General Records Handbook
- City of Port Orange Purchasing Policies and Procedures
- Resolution No. 12-44 relating to Golf Course fees and charges


Contractor's Initials

**CONTRACT ADDENDUM NO. 1 TO AGREEMENT
FOR GOLF COURSE MANAGEMENT SERVICES**

This Addendum No. 1 (hereinafter referred to as the "Contract Addendum") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the parties dated September 18, 2012 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City desires to renovate the golf course during the term of the Agreement; and

WHEREAS, the Contractor's management services, previously bargained for in the Agreement, will be significantly reduced while the golf course is closed for renovations; and

WHEREAS, the Parties desire to adjust the fixed management fee set forth in the Agreement considering the reduced management responsibilities; and

WHEREAS, the City deems it necessary to modify the budgeted expenses authorized during temporary golf course closure for renovation.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

1. This Contract Addendum expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.
2. Contractor hereby agrees to temporarily reduce that portion of its Fixed Management Fee that would otherwise be payable to Contractor in accordance with the terms of Section 3.A of the Agreement during each of the following months during calendar year 2015: May, June, July, August, September and October (the "Renovation Period") by fifty percent (50%). Beginning with November, 2015, payment of the monthly Fixed Management Fee in accordance with Section 3.A of the Agreement shall resume.
3. In addition to the day-to-day maintenance obligations set forth in the Agreement, Contractor shall be responsible for overseeing the course renovations as described in Bid #15-19 of the City of Port Orange.
4. The City hereby adopts the attached modified budget (Exhibit "A") to serve as the budget of expenses at the golf course during the six (6) month Renovation Period. In the event that the Contractor faces an unanticipated expenditure that is reasonable and necessary to carry out the provisions of this Contract Addendum or the Agreement, Contractor shall obtain prior written authorization from City Council prior to incurring the expense.
5. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.
6. This Contract Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract Addendum shall be deemed valid as if an original signature was delivered. No

contract shall be formed between Contractor and the City until the City signs this Contract Addendum.

7. Each person signing this Contract Addendum warrants that he or she is duly authorized to do so and to bind the respective party to the Contract Addendum.

IN WITNESS WHEREOF, the parties hereto have made and executed this for the purposes herein expressed on the dates set forth below.

Witnesses:

KEMPER SPORTS MANAGEMENT, INC.

Tracy Tobin
Printed Name: Tracy Tobin

By: [Signature]
Printed Name: STEVEN R. SKINNER
Title: C.E.O.

Maggie Linke
Printed Name: MAGGIE LINKE

Date: 4/27/15

Witnesses:

CITY OF PORT ORANGE

Barbara J. Abbate

Printed Name: Barbara J. Abbate

By:

Allen Green

Allen Green, Mayor

Margaret T. Roberts

Printed Name: Margaret T. Roberts

Date:

April 28, 2015

Witnesses:

ATTEST:

Barbara J. Abbate

Printed Name: Barbara J. Abbate

By:

Robin L. Fenwick

Robin L. Fenwick, CMC, City Clerk

Maugh H. London

Printed Name: Maugh H. London

Date:

4/28/15

[CA #3883]

Contract Addendum Exhibit "A"

G&A							
G&A Salary GM/Controller	7,751	7,751	7,751	7,751	7,751	7,751	46,504
Payroll Benefits	1,931	1,931	1,931	1,931	1,931	1,931	11,586
Payroll - FICA	593	593	593	593	593	593	3,558
Payroll - U.C.	25	25	25	25	25	25	150
Payroll - W.C.	167	167	167	167	167	167	1,000
Payroll Expense	10,466	10,466	10,466	10,466	10,466	10,466	62,798
Office Supplies	50	50	50	50	50	50	299
Alarm System	90	90	90	90	90	90	540
Computer Service	235	235	235	235	235	235	1,409
Pest Control Quarterly payment	-	285	-	-	285	-	570
Off-Site Storage	157	157	157	157	157	157	942
Utilities - Other	1,000	1,000	1,000	1,000	1,000	2,550	7,550
Utilities - Telephone/Fax	141	121	107	100	101	150	720
Bank Charges	189	188	187	188	190	137	1,089
Cell Phone	175	175	175	175	175	175	1,050
Copier/Photocopies	35	35	35	35	35	35	210
Credit Card Discounts	75	75	75	75	75	75	450
Dues & Subscriptions	-	421	-	-	40	75	536
Insurance Expense	3,569	3,453	3,733	3,733	3,733	3,317	21,537
Payroll Processing Fee	146	167	198	131	122	250	1,013
Postage/Shipping	65	65	65	65	65	65	390
Tax/Licenses/Fees	-	-	-	38	45	-	83
Travel - Other	586	144	481	1,368	418	450	3,446
Operating Expenses	6,512	6,661	6,587	7,449	6,814	7,811	41,835
F&B Department							
Salary/Hourly 1/2 month prior to open	-	-	-	-	-	6,500	6,500
Payroll Benefits	-	-	-	-	-	1,100	1,100
Payroll - FICA	-	-	-	-	-	500	500
Payroll - U.C.	-	-	-	-	-	50	50
Payroll - W.C.	-	-	-	-	-	167	167
Payroll Expense	-	-	-	-	-	8,317	8,317
Sales & Marketing Department							
Salary	1,950	1,695	1,695	3,060	3,060	3,060	14,520
Payroll Benefits	185	-	-	375	375	375	1,309
Payroll - FICA	125	-	-	234	234	234	827
Payroll - U.C.	8	-	-	8	8	8	31
Payroll - W.C.	35	-	-	65	65	65	230
Payroll Expense	2,303	1,695	1,695	3,741	3,741	3,741	16,916
Adv/Promo - Mktg/Bus Dev	1,031	700	700	7,500	10,000	15,000	34,931
Website Expense	-	2,100	-	-	-	-	2,100
Operating Expenses	1,031	2,800	700	7,500	10,000	15,000	37,031
Facility Totals							
Monthly Payroll Total	36,857	36,249	36,249	38,295	38,295	51,962	237,907
Monthly Expenses Total	25,272	26,183	26,109	35,491	37,536	50,470	201,061
Monthly Management Fees	0	0	0	7370	7370	7591	22,331
Monthly Total	62,129	62,432	62,358	81,166	83,201	110,023	461,299
Monthly Revenue							18,000
Proj. Soft Costs	59,129	59,432	59,358	78,156	80,201	107,023	443,299
*Cart Lease Payments - city payment to city	6,032	6,032	6,032	6,032	6,032	6,032	36,192

The information contained in this pro forma is based on assumptions and future events and does not take into account, nor make provision for, any rise or decline in local or general economic conditions and other circumstances that may have significant adverse effects on actual results. These projections have been prepared based on current information available. KemperSports cannot, and does not, warrant or guarantee the information contained in this pro forma to be a projection of actual results of the operation of this facility.

**CONTRACT ADDENDUM NO. 2 TO AGREEMENT
FOR GOLF COURSE MANAGEMENT SERVICES**

This Addendum No. 2 (hereinafter referred to as the "Contract Addendum") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the parties dated September 18, 2012 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City desires to lease the Cypress Head restaurant and banquet facility to a professional restaurateur; and

WHEREAS, the Contractor has expressly authorized the City to explore all options regarding a potential lease of the restaurant and banquet facility; and

WHEREAS, with the permission of the Contractor, the City has prepared RFP 15-29 in which the City will seek proposals from prospective restaurateurs interested in leasing the restaurant and banquet facility; and

WHEREAS, the Contractor's food and beverage ("F&B") management services, previously bargained for in the Agreement, will no longer be needed if the City successfully secures a restaurateur; and

WHEREAS, the Parties desire to adjust the fixed management fee set forth in the Agreement considering the reduced management responsibilities.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, the Parties hereto agree as follows:

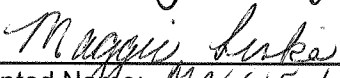
1. This Contract Addendum expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.
2. Contractor hereby agrees to reduce that portion of its Fixed Management Fee that would otherwise be payable to Contractor in accordance with the terms of Section 3.A of the Agreement by twenty-four percent (24%) beginning November 1, 2015. Said reduction, once implemented, shall remain in effect for the remainder of the Agreement term, and any renewal term thereafter, unless otherwise modified as provided for herein. Upon execution of this Agreement by the Parties, Contractor shall no longer be responsible for the F&B management services as set forth in the Agreement. However, Contractor shall continue to advertise and market the golf course, golf tournaments, and other special events (i.e. weddings, banquets, private parties, etc.) which may include the use of the banquet facility, and shall maintain the master schedule of special events held within the banquet facility for calendaring purposes.
3. The City shall have the option, at its sole discretion, to re-engage the Contractor for F&B management services at the originally agreed upon Fixed Management Fee at any time during the term of the Agreement, upon ten (10) days written notice from the City to the Contractor.

4. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.
5. This Contract Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract Addendum shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract Addendum.
6. Each person signing this Contract Addendum warrants that he or she is duly authorized to do so and to bind the respective party to the Contract Addendum.

IN WITNESS WHEREOF, the parties hereto have made and executed this for the purposes herein expressed on the dates set forth below.

Witnesses:


Printed Name: Tracy Tobin


Printed Name: MAGGIE LINKE

CONTRACTOR:

KEMPER SPORTS MANAGEMENT, INC.


By: _____
Printed Name: STEVEN K SKINNER
Title: C.E.O.

Date: 8/31/15

Witnesses:

CITY OF PORT ORANGE

Frances Gosnell
Printed Name: Frances Gosnell

By: [Signature]
Allen Green, Mayor

Alyssa A Walker
Printed Name: Alyssa A Walker

Date: 9-9-15

Witnesses:

ATTEST:

Frances Gosnell
Printed Name: Frances Gosnell

By: [Signature]
Robin L. Fenwick, CMC, City Clerk

Alyssa A Walker
Printed Name: Alyssa A Walker

Date: 9-9-15

[CA #4941}

