



AGENDA
GOLF ADVISORY BOARD
CITY OF PORT ORANGE

Meeting Date: Tuesday, October 5, 2021
Type of Meeting: Regular

Time: 5:00 PM
Location: Dorothy L. Hukill City Center Annex
Conference Room
1395 Dunlawton Avenue

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call

B. PUBLIC COMMENTS

C. DISCUSSION/ACTION

3. Consideration of Minutes - June 1, 2021
4. Consideration of Minutes - September 7, 2021
5. Financial and Evaluation Reports from KemperSports
6. Update on Golf Course Management RFP
7. Update on Cart Paths
8. Discussion on Golf Course Improvements
9. Discussion on Lake Bank Improvements
10. Language on Proper Etiquette on the Golf Course

11. Staff Comments

12. Items for Next Agenda

D. BOARD COMMENTS

E. ADJOURNMENT

13. Next Meeting Date: December 7, 2021

14. Board Report to City Council - October 19, 2021

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE GOLF ADVISORY BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, 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, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

GOLF ADVISORY BOARD MEETING MINUTES
CITY OF PORT ORANGE
DOROTHY L. HUKILL CITY CENTER ANNEX
1395 DUNLAWTON AVE - CONFERENCE ROOM
PORT ORANGE, FLORIDA
JUNE 1, 2021 AT 5:00 P.M.

A Regular Meeting of the Golf Advisory Board was called to order by Chairman Lance Green at 5:00 p.m.

Pledge of Allegiance

Present: Lance Green, Chairman
Richard Lee
Bill Schell
Jane Taylor
Dennis Flesch

Also Present: Susan Lovallo, Parks & Recreation Director
Peter Ferreira, Deputy Parks & Recreation Director
Shelby Field, Assistant City Clerk

B. PUBLIC COMMENTS

There were none.

C. DISCUSSION/ACTION

1. Consideration of Minutes - April 6, 2021

Motion to approve the minutes from April 6, 2021 as presented was made by Member Taylor and Seconded by Member Lee. Motion carried unanimously by roll call vote.

2. Financial and Evaluation Reports from KemperSports

Bob Duquette, General Manager for Kemper Sports, provided an overview of the reports and answered questions from the Board. He informed the Board the course is 118% over budget as more people are coming out to golf, there was a 75% increase in pro shop sales, and they are seeing an increase in tournaments for the first time since the start of COVID.

Member Lee asked if the course is pursuing any 9-hole promotions. Mr. Duquette responded at this time they are receiving enough walk ins they do not need to pursue that option and besides a few leagues currently using that system there has not been a lot of interest locally.

3. Discussion on Golf Course Improvements

Member Schell said the punching of the fairways is the best he's seen in 30 years.

Member Lee discussed concern from the homeowner between holes 15 and 16 regarding people urinating in the woods on his property where there are children. Member Lee asked for something to be done. Chairman Green asked if there is any landscaping that can be done to deter the activity. Mr. Duquette provided a few options they have tried so far and will reach out the police about any language they can use and actions they can take.

Susan Lovallo, Parks & Recreation Director, suggested some type of handout regarding the danger of exposing themselves in public with minors present to deter the activity.

4. Update on Lake Bank Restoration

Chairman Green asked to keep focus on this topic and lay the groundwork to address it as soon as possible. Ms. Lovallo believes the solution to the issue may not be favorable to the homeowners because it will affect the presentation of the course.

Member Taylor believes the HOA can work with the city to provide education to the homeowners on the necessity of addressing the lake bank concerns. Darren Bache, Superintendent, offered to provide educational material to support the outreach if needed.

Mr. Bache has made some progress on hole 8 with vegetation. They did the tees in house this year and just completed aerification on the fairways and rough. Mr. Bache discussed the plan to clear the ditch near hole 2 going towards Waters Edge. They are aerifying the greens June 2, 2021.

5. Trail Fees

Mr. Duquette explained that as costs of materials continue to rise, they need to ask City Council for an increase in the fees as the last resolution setting the cap was done 5 years ago.

Member Lee would like to investigate a wider range of option for trail fees as a lot of people end up dropping the annual trail fee because it's not worth it. Ms. Lovallo stated that since the fees need to be tracked which takes staff time, the city is only willing to look at a few different options rather than a wide range. Mr. Duquette provided a few six-month options with different cost variations for the Board to consider.

The Board is in favor of adding a 6-month trail fee option at \$1,000 for a defined time frame of October 31 – March 31.

Member Taylor believes the cap of the golf cart rentals should be higher to accommodate the increase in golf cart costs in the next few years. She would like to see the cap set at \$30 instead of \$25.

6. Staff Comments

Ms. Lovallo informed the Board the Mayor's Golf Tournament is June 19, 2021.

The Golf Course Management contract is in the works and will come before the Board soon. It is in the same style as the previous contract. The RFP will most likely go out for bid in January.

The item of golf carts is going to be renewed this year. Ms. Lovallo explained that if the city buys the same type of carts, lead acid battery carts, the trade in value will go down in the future. The City is considering the lithium ion battery carts which are lighter and have better electrical costs. Ms. Lovallo would like to pursue a lease option as the city tackles other costs.

The Board is in favor of switching to a lease system with the lithium ion battery carts over purchasing them. Chairman Green doesn't believe owning the carts is economical for the city anymore, but he wants to make sure the city budgets for the lease costs.

7. Items for Next Agenda

Discussion on Golf Course Improvements

Update on Cart Paths

Lake Bank Improvements

Update on Golf Course Management RFP

Language on Proper Etiquette on the Golf Course

D. BOARD COMMENTS

Chairman Green believes things are going in the right direction right now with the course and asked that Kemper Sports reach out to the Board if they need anything.

Member Taylor believes the repairs on the cart path on hole 2 are just as bad as it was before they repaired it. She asked if anyone reached out to the course design guy regarding the bunkers. Mr. Duquette responded he may be able to come out in June to look at the course.

E. ADJOURNMENT – 6:20 p.m.

8. Next Meeting Date: August 3, 2021

9. Board Report to City Council - June 1, 2021

Chairman Lance Green

GOLF ADVISORY BOARD MEETING MINUTES
CITY OF PORT ORANGE
DOROTHY L. HUKILL CITY CENTER ANNEX
1395 DUNLAWTON AVE - CONFERENCE ROOM
PORT ORANGE, FLORIDA
SEPTEMBER 7, 2021 AT 5:00 P.M.

A Special Meeting of the Golf Advisory Board was called to order by Chairman Lance Green at 5:00 p.m.

Pledge of Allegiance

Roll Call:	Present:	Lance Green, Chairman Richard Lee Bill Schell Jane Taylor Dennis Flesch
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Also Present:	Susan Lovallo, Parks & Recreation Director Shelby Field, Assistant City Clerk
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B. DISCUSSION/ACTION

3.Course Fees

Chairman Green opened the item of course fees for discussion.

Member Lee asked for the justification behind raising the rates. Susanne Snider, KemperSports, responded that it is due to the need to pay higher rates to staff, increased costs of equipment and pricing, and maintaining current course conditions.

Discussion was held regarding the need to raise the fee ceiling as presented.

The board is in favor of raising the fee ceiling as proposed.

C. ADJOURNMENT – 5:15 p.m.

4. Next Meeting Date: October 5, 2021

Chairman Lance Green

The Golf Club at Cypress Head													
For the Month Ending August 31, 2021													
	08/31/20	09/30/20	10/31/20	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21
REVENUES													
Green Fees & Cart Fees	71,518.85	69,104.20	75,979.77	85,818.30	105,860.59	139,637.86	133,308.83	165,630.35	143,131.74	138,027.00	87,672.28	96,409.14	77,229.74
Merchandise	6,264.29	4,949.02	5,399.26	6,383.41	11,547.34	9,386.28	6,908.60	11,642.11	12,002.67	8,858.95	8,371.71	7,351.96	6,600.09
Other Pro Shop	1,041.00	1,136.03	688.00	410.00	1,195.00	2,281.00	4,743.00	1,680.00	1,445.00	1,130.00	2,677.00	3,569.00	968.00
Range	2,916.82	2,643.28	2,893.32	2,694.98	4,358.78	4,704.70	4,023.23	5,075.06	4,847.58	4,778.02	3,546.62	3,565.42	3,126.44
Other Operating Revenues	2,380.08	2,160.12	2,396.53	2,469.38	3,062.05	3,743.08	3,343.11	4,296.27	3,735.09	3,719.11	2,730.23	2,023.87	2,296.89
TOTAL REVENUE	84,121.04	79,992.65	87,356.88	97,776.07	126,023.76	159,732.92	152,326.77	188,332.79	165,162.08	156,513.08	104,997.84	113,849.30	90,161.16
COST OF SALES													
Merchandise	4,567.10	2,501.58	3,272.26	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60
TOTAL COGS	4,567.10	2,501.58	3,272.26	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60
COGS - Merchandise %	72.9%	50.5%	60.6%	66.3%	67.6%	63.8%	69.9%	67.1%	64.8%	59.7%	63.2%	56.8%	62.2%
PAYROLL													
Course and Grounds	28,516.94	28,840.74	30,814.43	30,037.93	32,730.71	31,230.95	31,632.30	32,463.30	30,970.73	30,760.37	29,524.13	30,532.23	32,618.04
Carts, Range, Starters, Etc.	6,745.30	6,406.57	6,324.67	5,574.57	6,412.85	7,161.82	7,006.60	8,686.20	7,652.25	8,319.07	7,602.29	8,791.38	6,538.97
Pro Shop	8,349.83	6,457.92	5,008.13	4,989.96	5,239.19	7,792.09	5,770.77	6,936.55	5,888.14	6,545.47	7,065.11	9,167.24	6,333.96
General and Administrative	13,210.09	14,729.01	13,117.81	12,679.37	12,928.33	12,740.89	12,713.14	13,283.61	12,695.50	13,165.87	11,925.20	13,897.70	13,296.23
Marketing	4,170.83	6,427.25	4,090.67	4,237.66	4,761.98	3,956.48	4,850.25	4,915.41	4,948.65	4,904.27	4,433.95	4,680.69	4,583.00
TOTAL PAYROLL	60,992.99	62,861.49	59,355.71	57,519.29	62,073.06	62,882.23	61,973.06	66,288.07	62,155.27	63,695.05	60,550.68	67,069.24	63,339.20
OPERATING EXPENSES													
Course and Grounds	25,235.11	18,485.92	16,445.07	17,150.04	20,120.85	20,264.49	30,698.15	13,555.51	22,231.96	30,386.95	22,153.25	17,818.33	25,243.86
Carts, Range, Starters, Etc.	6,807.38	7,183.04	8,694.43	6,765.18	4,216.83	5,975.01	6,898.29	8,167.60	8,308.22	5,892.53	6,168.74	5,995.61	6,670.57
Pro Shop	143.73	769.79	168.01	12.23	1,053.49	38.86	4,163.34	733.19	12.73	70.15	94.48	742.87	2,752.98
General and Administrative	16,710.39	20,920.05	17,144.45	19,897.28	20,907.83	19,361.87	16,713.09	17,871.46	19,297.70	20,300.43	18,456.65	16,314.96	17,572.55
Marketing	718.61	4,667.70	2,382.27	1,060.84	351.36	824.17	1,051.13	1,369.08	1,717.29	2,029.95	3,356.35	2,617.59	238.94
TOTAL OPERATING EXPENSE	49,615.22	52,035.50	44,824.23	44,885.57	46,650.36	46,464.40	59,494.00	41,696.84	51,567.90	58,688.01	50,229.47	45,489.38	52,478.90
TOTAL EXPENSES	115,175.31	117,398.57	107,452.20	106,635.21	116,527.03	115,337.79	126,298.82	115,801.41	121,495.58	127,674.94	116,068.46	116,737.35	119,925.70
EBITDA	(31,054.27)	(37,405.92)	(20,095.32)	(8,859.14)	9,496.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)	(29,764.54)

The Golf Club at Cypress Head

For the Month Ending August 31, 2021

	08/31/20	09/30/20	10/31/20	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21
EBITDA	(31,054.27)	(37,405.92)	(20,095.32)	(8,859.14)	9,496.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)	(29,764.54)
MANAGEMENT FEES	(6,062.53)	(6,062.53)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)
Interest Expense - Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense - Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)													
Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers from County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
Incentive Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Partnership Income(Loss)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gain(Loss) On Disposal Of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Expenses / Capital Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME (EXPE	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
NET INCOME	(37,212.33)	(43,563.98)	(26,374.63)	(15,138.45)	3,217.42	38,115.82	19,748.64	66,252.07	37,387.19	22,558.83	(17,349.93)	(9,167.27)	(36,043.85)
Paid Rounds	2,588.00	2,309.00	2,567.00	2,661.00	3,221.00	4,013.00	3,611.00	4,724.00	4,158.00	4,035.00	2,874.00	3,105.00	2,453.00
Annual Pass Rounds	263.00	241.00	313.00	273.00	357.00	397.00	327.00	396.00	372.00	361.00	317.00	311.00	274.00
Other Rounds	238.00	182.00	181.00	194.00	238.00	250.00	238.00	287.00	234.00	256.00	228.00	241.00	296.00
Total Rounds	3,109.00	2,732.00	3,061.00	3,118.00	3,816.00	4,660.00	4,166.00	5,387.00	4,764.00	4,652.00	3,419.00	3,657.00	2,933.00
Revenue/Paid Rounds	32.50	34.64	34.03	36.74	39.13	39.80	42.18	39.87	39.72	38.79	36.53	36.67	36.76
Revenue/Total Rounds	27.06	29.28	28.54	31.36	33.03	34.28	36.56	34.96	34.67	33.64	30.71	31.13	30.74
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

The Golf Club at Cypress Head
Comparative Income Statement
For the Eleven Months Ending August 31, 2021

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	71,519	1,092,037	1,161,141	94%	77,230	1,248,715	1,197,974	104%
Merchandise	6,264	75,563	80,512	94%	6,600	94,452	71,373	132%
Other Pro Shop	1,041	18,232	19,368	94%	908	20,736	15,052	138%
Range	2,917	36,560	39,203	93%	3,126	43,614	37,476	116%
Other Operating Revenues	2,380	33,892	36,052	94%	2,297	34,716	36,817	94%
Other G&A Income	0	288	288	100%	0	0	0	
TOTAL REVENUE	84,121	1,256,570	1,336,563	94%	90,161	1,442,233	1,358,692	106%
COST OF SALES								
Merchandise	4,567	47,641	50,143	95%	4,108	60,585	43,538	139%
TOTAL COGS	4,567	47,641	50,143	95%	4,108	60,585	43,538	139%
COGS - Merchandise %	72.9%	63.0%	62.3%	101.2%	62.2%	64.1%	61.0%	105.2%
PAYROLL								
Course and Grounds	28,517	342,965	371,806	92%	32,618	343,315	401,983	85%
Carts, Range, Starters, Etc.	6,745	79,985	86,391	93%	6,509	80,043	86,723	92%
Pro Shop	8,350	66,421	72,879	91%	6,334	70,737	65,733	108%
General and Administrative	13,210	153,655	168,385	91%	13,295	142,443	159,595	89%
Marketing	4,171	47,486	53,913	88%	4,583	50,363	53,337	94%
TOTAL PAYROLL	60,993	690,513	753,374	92%	63,339	686,901	767,370	90%
OPERATING EXPENSES								
Course and Grounds	25,235	226,176	244,662	92%	25,244	236,038	270,086	87%
Carts, Range, Starters, Etc.	6,807	69,554	76,737	91%	6,671	73,743	88,458	83%
Pro Shop	144	8,186	8,955	91%	2,753	9,842	8,525	115%
General and Administrative	16,710	196,077	217,006	90%	17,573	205,846	215,295	96%
Marketing	719	13,433	18,101	74%	239	16,999	20,446	83%
TOTAL OPERATING EXPENSES	49,615	513,425	565,461	91%	52,479	542,469	602,810	90%
TOTAL EXPENSES	115,175	1,251,579	1,368,978	91%	119,926	1,289,954	1,413,718	91%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,063)	(66,688)	(72,750)	92%	(6,184)	(68,022)	(74,940)	91%
Depreciation & Amortization	(96)	(1,051)	(1,146)	92%	(96)	(1,051)	(1,146)	92%
TOTAL OTHER INCOME (EXPENSE)	(6,158)	(67,739)	(73,897)	92%	(6,279)	(69,072)	(76,086)	91%
NET INCOME	(37,212)	(62,747)	(106,311)	59%	(36,044)	83,206	(131,112)	-63%
=====								
Paid Rounds	2,588	36,428						
Annual Pass Rounds	283	3,709						
Other Rounds	238	2,504						
Total Rounds	3,109	42,641						
Revenue/Paid Rounds	33	34						
Revenue/Total Rounds	27	29						

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2021

	<u>08/31/21</u>	<u>09/30/20</u>	<u>08/31/20</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	84,237	87,684	39,129
Cash - Payroll	28,589	27,894	28,408
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>114,176</u>	<u>116,928</u>	<u>68,887</u>
Accounts Receivable			
A/R Member	832	49,471	165,633
Total Accounts Receivable	<u>832</u>	<u>49,471</u>	<u>165,633</u>
Other Current Assets			
Inventory - Merchandise	19,694	17,054	18,502
Prepaid Insurance	24,563	25,935	20,655
Prepaid Exp - Other	18,420	16,336	16,511
Total Other Current Assets	<u>62,677</u>	<u>59,326</u>	<u>55,669</u>
TOTAL CURRENT ASSETS	<u>177,685</u>	<u>225,725</u>	<u>290,189</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(29,873)	(28,822)	(28,726)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>6,275</u>	<u>7,326</u>	<u>7,422</u>
TOTAL ASSETS	<u><u>183,960</u></u>	<u><u>233,051</u></u>	<u><u>297,611</u></u>

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2021

	<u>08/31/21</u>	<u>09/30/20</u>	<u>08/31/20</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	23,571	26,108	31,752
Accts Pay - Other	(33,534)	(42,586)	63,356
Accrued Expenses	743	598	735
Accrued Payroll	42,018	43,331	35,222
Accrued Taxes	5,010	4,122	15,024
Deferred Revenue	62,946	201,477	214,271
TOTAL CURRENT LIABILITIES	<u>100,754</u>	<u>233,050</u>	<u>360,359</u>
 TOTAL LIABILITIES	 <u>100,754</u>	 <u>233,050</u>	 <u>360,359</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	83,206	1	(62,748)
Net Retained Earnings	83,206	1	(62,748)
Stockholders Equity	83,206	1	(62,748)
TOTAL STOCKHOLDER'S EQUITY	<u>83,206</u>	<u>1</u>	<u>(62,748)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>183,960</u>	 <u>233,051</u>	 <u>297,611</u>

**The Golf Club at Cypress Head
Course Cash Flow Report
August 31, 2021**

	<u>August</u>	<u>YTD</u>
EBITDA	(\$29,764.54)	\$152,278.25
Management Fee Expense	(6,183.78)	(68,021.58)
Depreciation & Amortization	(95.53)	(1,050.83)
Net Income	(36,043.85)	83,205.84
Working Capital Changes		
Inventory	875.22	(2,639.29)
Receivables	112.00	48,638.97
Payables	(15,834.90)	(2,537.46)
Due to from the City	10,696.76	9,051.25
Prepays	6,222.47	(711.90)
Accrued Liabilities	870.52	(279.87)
Other Liabilities	(15,304.93)	(138,530.27)
Depreciation & Amortization	95.53	1,050.83
Operating Cash Flow	(48,311.18)	(2,751.90)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(48,311.18)</u>	<u>(2,751.90)</u>
Beginning Cash	162,487.58	116,928.30
Net Cash Flows	<u>(48,311.18)</u>	<u>(2,751.90)</u>
Ending Cash	<u>114,176.40</u>	<u>114,176.40</u>

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended August 31, 2021

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(20,095)	(8,859)	9,497	44,395	26,028	72,531	43,667	28,838	(11,071)	(2,888)	(29,765)	0
Management Fee Expense	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0
Net Income	(26,375)	(15,138)	3,217	38,116	19,749	66,252	37,387	22,559	(17,350)	(9,167)	(36,044)	0
Working Capital Changes												
Inventory	(4,220)	(8,067)	5,087	(959)	(7,579)	491	4,544	4,188	1,586	1,415	875	0
Receivables	48,371	803	(155)	173	(147)	(396)	674	148	(14,893)	13,949	112	0
Prepaid Expenses	4,989	(10,579)	(4,535)	6,845	4,617	(661)	5,905	12,909	(23,624)	(2,798)	6,222	0
Payables	366	22,974	3,069	10,092	20,983	(8,662)	(10,360)	33,575	(29,232)	(29,508)	(15,835)	0
Due to from the City	(12,616)	0	(143)	10,838	313	(24)	(243)	457	(418)	190	10,697	0
Accrued Expenses	(8,228)	26,425	(12,944)	(2,156)	(1,173)	6,989	(21,396)	7,574	(512)	4,271	871	0
Deferred Revenues	(28,722)	(3,864)	(1,732)	(18,758)	(10,894)	(7,218)	(15,667)	(18,731)	(8,194)	(9,444)	(15,305)	0
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	96	96	0
Operating Cash Flow	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	(48,311)	0
Investing Activities												
Financing Activities												
Net Cash Flows	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	(48,311)	0
Beginning Cash	116,928	90,590	103,239	95,199	139,486	165,450	222,315	223,254	286,028	193,486	162,488	114,176
Net Cash Flows	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	(48,311)	0
Ending Cash	90,590	103,239	95,199	139,486	165,450	222,315	223,254	286,028	193,486	162,488	114,176	114,176

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
45,778	43,023	106%	42,789	107%	Green Fees	772,705	658,455	117%	668,267	116%	708,381	813,433
31,452	36,259	87%	28,729	109%	Cart Fee	476,010	451,147	106%	423,770	112%	489,592	504,386
120	20	600%	126	95%	Handicap Fee	4,434	4,543	102%	4,360	104%	4,454	4,543
688	520	132%	545	126%	Lessons	13,443	7,233	186%	11,012	122%	7,453	14,439
100	350	29%	370	27%	Rental Clubs	2,750	2,895	95%	2,860	96%	3,145	2,890
6,600	4,600	143%	6,264	105%	Retail	94,452	68,073	139%	75,563	125%	71,373	99,401
3,126	2,500	125%	2,917	107%	Range	43,614	34,976	125%	36,560	119%	37,476	46,257
2,297	2,700	85%	2,380	97%	City Surcharge R & R	34,716	34,717	100%	33,892	102%	36,817	36,876
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	288	0%	0	0
90,161	89,972	100%	84,121	107%	Total Revenues	1,442,233	1,261,931	114%	1,256,570	115%	1,358,692	1,522,225
COST OF GOODS SOLD												
4,108	2,806	146%	4,567	90%	COGS - Merchandise	60,585	41,525	146%	47,641	127%	43,538	63,086
4,108	2,806	146%	4,567	90%	Total COGS	60,585	41,525	146%	47,641	127%	43,538	63,086
86,054	87,166	99%	79,554	108%	GROSS MARGIN	1,381,648	1,220,406	113%	1,208,929	114%	1,315,154	1,459,139
62.24%	61.00%	102.03%	72.91%	85.36%	COGS - Merchandise %	64.14%	61.00%	105.15%	63.05%	101.74%	61.00%	752.64%
PAYROLL												
23,827	23,115	103%	23,953	99%	Gross Payroll - Salaried	258,717	254,262	102%	254,311	102%	277,376	283,341
28,882	31,129	93%	29,341	98%	Gross Payroll - Hourly	322,470	334,197	96%	319,845	101%	364,322	350,277
52,709	54,244	97%	53,294	99%	S/T Wages	581,187	588,459	99%	574,156	101%	641,698	633,618
3,873	4,150	93%	3,886	100%	Payroll Tax - FICA	43,109	45,017	96%	41,615	104%	49,090	46,612
116	226	51%	154	75%	Payroll Tax - UC	2,616	3,833	68%	2,466	106%	4,008	2,706
944	1,059	89%	943	100%	Payroll Tax - WC	11,309	11,493	98%	10,955	103%	12,627	12,627
5,697	5,004	114%	2,716	210%	Benefits	48,679	55,039	88%	61,321	79%	60,042	54,199
10,630	10,439	102%	7,699	138%	S/T Adders	105,713	115,382	92%	116,357	91%	125,673	116,145
63,339	64,682	98%	60,993	104%	TOTAL PAYROLL	686,901	703,840	98%	690,513	99%	767,370	749,762
OPERATING EXPENSES												
248	101	245%	89	279%	Cart Supplies	1,508	1,019	148%	1,121	134%	1,120	1,724
498	300	166%	(65)	-769%	Chemicals	3,906	3,298	118%	2,668	146%	3,598	4,360
117	202	58%	0	0%	Course Accessories	532	1,741	31%	1,054	50%	2,044	691
3,109	2,121	147%	3,206	97%	Fertilizer	47,008	37,369	126%	39,874	118%	47,369	48,003
0	0	0%	0	0%	Flowers/Decor	873	253	346%	0	0%	505	873
2,308	1,313	176%	860	268%	Fuel	10,520	9,813	107%	8,769	120%	10,823	12,102
0	0	0%	880	0%	Fungicides	1,371	2,999	46%	2,298	60%	3,499	3,309
1,888	2,323	81%	3,263	58%	Herbicides	16,872	23,601	71%	25,002	67%	26,379	18,346
2,323	1,010	230%	1,140	204%	Insecticides	11,291	9,619	117%	6,635	170%	10,619	12,091
627	505	124%	1,065	59%	Janitorial Supplies	6,669	5,863	114%	5,254	127%	6,368	6,829
0	1,010	0%	207	0%	Laundry/Uniforms	1,020	3,132	33%	2,335	44%	3,132	1,510
310	227	136%	199	156%	Office Supplies	3,292	3,652	90%	4,618	71%	3,829	4,121
0	0	0%	0	0%	Range Balls	2,654	1,338	198%	1,325	200%	1,338	2,654
0	101	0%	0	0%	Range Equipment	3,093	2,526	122%	2,101	147%	2,627	3,455
462	0	0%	0	0%	Range Expenses	854	395	216%	391	218%	395	757
2,162	3,030	71%	1,779	122%	Sand/Topdress	9,488	10,726	88%	7,827	121%	11,837	9,488
0	0	0%	0	0%	Seeds/Trees	7,475	7,304	102%	7,381	101%	8,011	7,475
635	101	629%	0	0%	Small Tools	2,992	1,323	226%	1,129	265%	1,323	3,264
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	556	0%	0	0%	556	0
2,555	303	843%	0	0%	Supplies	3,887	1,813	214%	1,700	229%	1,813	4,540
0	51	0%	0	0%	Tournament Expense	106	771	14%	229	46%	821	177
119	232	51%	231	51%	Alarm System	1,272	2,616	49%	4,360	29%	2,848	2,007
0	0	0%	14	0%	Cart Repairs	359	1,351	27%	289	124%	1,452	359
201	253	80%	510	39%	Computer Service	1,969	1,568	126%	6,951	28%	1,820	2,027
812	833	97%	812	100%	Contract Cleaning	8,120	9,321	87%	9,337	87%	10,155	8,932
0	0	0%	0	0%	Guest Relations	81	0	0%	9	897%	0	81
0	227	0%	0	0%	Handicap Expense	4,660	4,219	110%	4,400	106%	4,219	4,660
1,597	1,083	147%	525	304%	Irrigation	11,360	11,914	95%	11,319	100%	12,997	11,885
0	76	0%	0	0%	Lesson Expense	(32)	152	-21%	46	-69%	152	(32)
2,119	1,616	131%	1,369	155%	Repair & Maint - Equipment	15,378	18,494	83%	18,146	85%	20,514	17,674
493	455	108%	812	61%	Repair & Maint - Building	7,009	5,252	133%	8,808	80%	5,706	8,181
4,974	5,823	85%	5,765	86%	Cart Lease	54,714	64,051	85%	53,921	101%	69,874	60,479
5,721	6,462	89%	6,398	89%	Equipment Lease	62,931	71,084	89%	57,279	110%	77,546	69,328
176	178	99%	176	100%	Off-Site Storage	1,936	1,956	99%	1,936	100%	2,134	2,112
1,234	1,212	102%	1,200	103%	Utilities - Electric	12,762	12,730	100%	12,549	102%	13,940	13,940
2,840	3,535	80%	3,399	84%	Utilities - Other	37,256	37,444	99%	36,827	101%	41,080	40,027
192	444	43%	188	102%	Utilities - Telephone/Fax	2,177	3,474	63%	3,341	65%	3,767	2,509
244	253	97%	228	107%	Utilities - Water	2,463	2,463	98%	2,272	108%	2,715	2,610
239	1,050	23%	719	33%	Advertising & Promotion	16,999	18,426	92%	13,433	127%	20,446	21,667
324	303	107%	333	97%	Bank Charges	4,300	3,756	114%	3,778	114%	4,059	4,680
(14)	0	0%	(42)	33%	Cash Short/(Over)	(234)	0	0%	(442)	53%	0	(276)
200	200	100%	200	100%	Cell Phone	2,200	2,199	100%	2,200	100%	2,399	2,400

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,297	2,700	85%	2,380	97%	City Surcharge R & R	34,716	34,717	100%	33,892	102%	36,817	36,876
2,200	2,020	109%	1,866	118%	Credit Card Discounts	31,215	26,242	119%	25,122	124%	28,262	32,779
(5)	0	0%	(270)	2%	Donations	721	0	-180250%	(126)	-572%	0	951
0	0	0%	0	0%	Dues & Subscriptions	1,567	1,066	147%	1,362	115%	1,066	1,567
0	0	0%	0	0%	Education & Training	550	1,534	36%	1,400	39%	1,534	550
159	96	166%	45	356%	Employee Relations	2,142	1,250	171%	1,021	210%	1,346	2,321
0	30	0%	29	0%	Employee Testing	29	311	9%	275	11%	341	29
6,130	4,646	132%	5,312	115%	Insurance Expense	59,788	50,925	117%	52,471	114%	55,571	65,101
323	0	80703%	0	0%	Member Relations	536	153	350%	150	357%	154	536
0	35	0%	0	0%	Messenger Service - Fedex	0	642	0%	631	0%	677	0
0	0	0%	0	0%	Miscellaneous	0	0	0%	(9)	0%	0	0
0	0	0%	0	0%	O/S - Accounting	9,250	6,875	135%	6,875	135%	12,875	13,250
2,200	2,100	105%	3,800	58%	O/S - Other	9,880	5,200	190%	8,100	122%	6,200	9,880
365	505	72%	337	108%	Payroll Processing Fee	4,052	5,400	75%	4,248	95%	5,905	4,408
104	203	51%	135	77%	Postage/Shipping	2,083	1,024	203%	954	218%	1,074	2,230
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(5)	554	-1%	445	-1%	554	(35)
22	0	0%	23	97%	Travel - Meals	614	1,315	47%	1,364	45%	1,315	614
0	152	0%	0	0%	Travel - Other	2,272	3,138	72%	2,709	84%	3,290	2,412
0	0	0%	56	0%	Employee Meals	17	0	-4057%	69	25%	0	17
52,479	49,419	106%	49,615	106%	TOTAL OPERATING EXPENSES	542,469	541,925	100%	513,425	106%	602,810	594,505
(29,765)	(26,936)	111%	(31,054)	96%	EBITDA	152,278	(25,360)	-600%	4,991	3051%	(55,026)	114,872
6,184	6,245	99%	6,063	102%	Management Fee	68,022	68,695	99%	66,688	102%	74,940	74,084
6,184	6,245	99%	6,063	102%	Management Fees	68,022	68,695	99%	66,688	102%	74,940	74,084
23	23	100%	23	100%	Deprec - Mach & Equip	254	254	100%	254	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	797	797	100%	797	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	1,051	1,051	100%	1,051	100%	1,146	1,146
(36,044)	(33,276)	108%	(37,212)	97%	NET INCOME	83,206	(95,105)	-87%	(62,747)	-133%	(131,112)	39,642

The Golf Club at Cypress Head
Course & Grounds
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
45,778	43,023	106%	42,789	107%	Green Fees	772,705	658,455	117%	668,267	116%	708,381	813,433
2,297	2,700	85%	2,380	97%	City Surcharge R & R	34,716	34,717	100%	33,892	102%	36,817	36,876
48,075	45,723	105%	45,170	106%	Total Revenues	807,421	693,172	116%	702,158	115%	745,199	850,308
48,075	45,723	105%	45,170	106%	GROSS MARGIN	807,421	693,172	116%	702,158	115%	745,199	850,308
PAYROLL												
9,719	9,510	102%	9,407	103%	Gross Payroll - Salaried	105,095	104,606	100%	102,608	102%	114,116	112,816
17,787	19,889	89%	15,931	112%	Gross Payroll - Hourly	192,443	212,736	90%	185,842	104%	231,983	209,241
27,505	29,399	94%	25,338	109%	S/T Wages	297,538	317,342	94%	288,450	103%	346,099	322,057
2,021	2,249	90%	1,851	109%	Payroll Tax - FICA	22,051	24,277	91%	20,911	105%	26,477	23,893
22	103	21%	54	40%	Payroll Tax - UC	1,593	1,914	83%	1,069	149%	1,970	1,629
488	574	85%	477	102%	Payroll Tax - WC	5,753	6,198	93%	5,376	107%	6,759	6,422
2,582	1,723	150%	797	324%	Benefits	16,381	18,955	86%	27,159	60%	20,678	18,155
5,113	4,650	110%	3,179	161%	S/T Adders	45,777	51,343	89%	54,515	84%	55,884	50,099
32,618	34,049	96%	28,517	114%	TOTAL PAYROLL	343,315	368,685	93%	342,965	100%	401,983	372,156
OPERATING EXPENSES												
498	300	166%	(65)	-769%	Chemicals	3,906	3,298	118%	2,668	146%	3,598	4,360
117	202	58%	0	0%	Course Accessories	532	1,741	31%	1,054	50%	2,044	691
3,109	2,121	147%	3,206	97%	Fertilizer	47,008	37,369	126%	39,874	118%	47,369	48,003
0	0	0%	0	0%	Flowers/Decor	873	253	346%	0	0%	505	873
2,308	1,313	176%	860	268%	Fuel	10,520	9,813	107%	8,769	120%	10,823	12,102
0	0	0%	880	0%	Fungicides	1,371	2,999	46%	2,298	60%	3,499	3,309
1,888	2,323	81%	3,263	58%	Herbicides	16,872	23,601	71%	25,002	67%	26,379	18,346
2,323	1,010	230%	1,140	204%	Insecticides	11,291	9,619	117%	6,635	170%	10,619	12,091
2,162	3,030	71%	1,779	122%	Sand/Topdress	9,488	10,726	88%	7,827	121%	11,837	9,488
0	0	0%	0	0%	Seeds/Trees	7,475	7,304	102%	7,381	101%	8,011	7,475
635	101	629%	0	0%	Small Tools	2,992	1,323	226%	1,129	265%	1,323	3,264
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	556	0%	0	0%	556	0
1,597	1,083	147%	525	304%	Irrigation	11,360	11,914	95%	11,319	100%	12,997	11,885
1,689	1,515	112%	1,369	123%	Repair & Maint - Equipment	14,745	16,348	90%	16,722	88%	17,863	17,041
0	101	0%	345	0%	Repair & Maint - Building	1,250	1,776	70%	4,968	25%	1,877	1,514
5,721	6,462	89%	6,398	89%	Equipment Lease	62,931	71,084	89%	57,279	110%	77,546	69,328
248	303	82%	261	95%	Utilities - Electric	2,271	2,321	98%	2,175	104%	2,624	2,511
857	1,515	57%	1,029	83%	Utilities - Other	18,101	16,772	108%	17,286	105%	18,085	18,807
0	141	0%	188	0%	Utilities - Telephone/Fax	0	1,432	0%	1,557	0%	1,573	186
244	253	97%	228	107%	Utilities - Water	2,413	2,463	98%	2,272	106%	2,715	2,610
0	0	0%	0	0%	Education & Training	550	524	105%	400	138%	524	550
(353)	20	-1748%	0	0%	Employee Relations	(70)	81	-87%	200	-35%	101	(70)
0	30	0%	29	0%	Employee Testing	29	311	9%	275	11%	341	29
2,200	2,100	105%	3,800	58%	O/S - Other	9,880	5,200	190%	8,100	122%	6,200	9,880
0	0	0%	0	0%	Tax/Licenses/Fees	250	556	45%	700	36%	556	250
0	51	0%	0	0%	Travel - Other	0	472	0%	268	0%	523	0
25,244	23,974	105%	25,235	100%	TOTAL OPERATING EXPENSES	236,038	239,854	98%	226,176	104%	270,086	254,524
(9,787)	(12,300)	80%	(8,582)	114%	EBITDA	228,067	84,634	269%	133,017	171%	73,130	223,628
(9,787)	(12,300)	80%	(8,582)	114%	NET INCOME	228,067	84,634	269%	133,017	171%	73,130	223,628

The Golf Club at Cypress Head
Carts
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
31,452	36,259	87%	28,729	109%	REVENUES	476,010	451,147	106%	423,770	112%	489,592	504,386
31,452	36,259	87%	28,729	109%	Cart Fee	476,010	451,147	106%	423,770	112%	489,592	504,386
31,452	36,259	87%	28,729	109%	Total Revenues	476,010	451,147	106%	423,770	112%	489,592	504,386
					GROSS MARGIN	476,010	451,147	106%	423,770	112%	489,592	504,386
5,861	6,634	88%	6,060	97%	PAYROLL	71,551	71,690	100%	72,142	99%	78,110	77,285
5,861	6,634	88%	6,060	97%	Gross Payroll - Hourly	71,551	71,690	100%	72,142	99%	78,110	77,285
					S/T Wages							
469	508	92%	483	97%	Payroll Tax - FICA	5,776	5,484	105%	5,702	101%	5,975	6,239
72	90	80%	88	82%	Payroll Tax - UC	1,328	947	140%	697	191%	1,034	1,379
106	130	82%	114	93%	Payroll Tax - WC	1,389	1,400	99%	1,363	102%	1,525	1,547
0	7	0%	0	0%	Benefits	0	72	0%	81	0%	78	0
648	734	88%	685	95%	S/T Adders	8,492	7,903	107%	7,843	108%	8,613	9,165
6,509	7,368	88%	6,745	96%	TOTAL PAYROLL	80,043	79,593	101%	79,985	100%	86,723	86,450
248	101	245%	89	279%	OPERATING EXPENSES	1,508	1,019	148%	1,121	134%	1,120	1,724
0	0	0%	14	0%	Cart Supplies	359	1,351	27%	289	124%	1,452	359
4,974	5,823	85%	5,765	86%	Cart Repairs	54,714	64,051	85%	53,921	101%	69,874	60,479
987	909	109%	940	105%	Cart Lease	10,492	10,409	101%	10,375	101%	11,318	11,429
6,208	6,833	91%	6,807	91%	Utilities - Electric	67,073	76,831	87%	65,706	102%	83,765	73,991
18,734	22,059	85%	15,177	123%	TOTAL OPERATING EXPENSES	328,893	294,724	112%	278,079	118%	319,105	343,945
18,734	22,059	85%	15,177	123%	EBITDA	328,893	294,724	112%	278,079	118%	319,105	343,945
					NET INCOME	328,893	294,724	112%	278,079	118%	319,105	343,945

The Golf Club at Cypress Head
Range
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,126	2,500	125%	2,917	107%	REVENUES							
3,126	2,500	125%	2,917	107%	Range	43,614	34,976	125%	36,560	119%	37,476	46,257
3,126	2,500	125%	2,917	107%	Total Revenues	43,614	34,976	125%	36,560	119%	37,476	46,257
3,126	2,500	125%	2,917	107%	GROSS MARGIN	43,614	34,976	125%	36,560	119%	37,476	46,257
0	0	0%	0	0%	OPERATING EXPENSES							
0	101	0%	0	0%	Range Balls	2,654	1,338	198%	1,325	200%	1,338	2,654
462	0	0%	0	0%	Range Equipment	3,093	2,526	122%	2,101	147%	2,627	3,455
0	0	0%	0	0%	Range Expenses	854	395	216%	391	218%	395	757
0	0	0%	0	0%	Repair & Maint - Equipment	69	333	21%	30	233%	333	69
462	101	458%	0	0%	TOTAL OPERATING EXPENSES	6,670	4,593	145%	3,847	173%	4,694	6,935
2,664	2,399	111%	2,917	91%	EBITDA	36,944	30,383	122%	32,713	113%	32,782	39,323
2,664	2,399	111%	2,917	91%	NET INCOME	36,944	30,383	122%	32,713	113%	32,782	39,323

The Golf Club at Cypress Head
Golf Shop
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
120	20	600%	126	95%	Handicap Fee	4,543	4,434	102%	4,360	104%	4,454	4,543
688	520	132%	545	126%	Lessons	13,443	7,233	186%	11,012	122%	7,453	14,439
100	350	29%	370	27%	Rental Clubs	2,750	2,895	95%	2,860	96%	3,145	2,890
6,600	4,600	143%	6,264	105%	Retail	94,452	68,073	139%	75,563	125%	71,373	99,401
7,508	5,490	137%	7,305	103%	Total Revenues	115,188	82,635	139%	93,795	123%	86,425	121,273
COST OF GOODS SOLD												
4,108	2,806	146%	4,567	90%	COGS - Merchandise	60,585	41,525	146%	47,641	127%	43,538	63,086
4,108	2,806	146%	4,567	90%	Total COGS	60,585	41,525	146%	47,641	127%	43,538	63,086
3,400	2,684	127%	2,738	124%	GROSS MARGIN	54,604	41,110	133%	46,153	118%	42,887	58,187
62.24%	61.00%	102.03%	72.91%	85.36%	COGS - Merchandise %	64.14%	61.00%	105.15%	63.05%	101.74%	61.00%	752.64%
PAYROLL												
5,235	4,606	114%	7,326	71%	Gross Payroll - Hourly	58,576	49,771	118%	56,249	104%	54,229	63,851
5,235	4,606	114%	7,326	71%	S/T Wages	58,576	49,771	118%	56,249	104%	54,229	63,851
402	352	114%	562	72%	Payroll Tax - FICA	4,447	3,808	117%	4,245	105%	4,149	4,821
22	27	81%	12	182%	Payroll Tax - UC	601	467	129%	362	166%	492	603
99	90	110%	104	96%	Payroll Tax - WC	1,161	972	119%	1,071	108%	1,059	1,293
577	484	119%	347	166%	Benefits	5,952	5,321	112%	4,494	132%	5,804	6,627
1,099	953	115%	1,024	107%	S/T Adders	12,161	10,567	115%	10,172	120%	11,504	13,344
6,334	5,558	114%	8,350	76%	TOTAL PAYROLL	70,737	60,338	117%	66,421	106%	65,733	77,195
OPERATING EXPENSES												
198	51	392%	144	138%	Office Supplies	955	981	97%	1,267	75%	981	1,001
2,555	303	843%	0	0%	Supplies	3,887	1,813	214%	1,700	229%	1,813	4,540
0	51	0%	0	0%	Tournament Expense	106	771	14%	229	46%	821	177
0	227	0%	0	0%	Handicap Expense	4,660	4,219	110%	4,400	106%	4,219	4,660
0	76	0%	0	0%	Lesson Expense	(32)	152	-21%	46	-69%	152	(32)
0	0	0%	0	0%	Repair & Maint - Building	266	540	49%	543	49%	540	266
0	0	0%	0	0%	Cash Short/(Over)	0	0	0%	(1)	0%	0	0
2,753	707	389%	144	1915%	TOTAL OPERATING EXPENSES	9,842	8,474	116%	8,186	120%	8,525	10,612
(5,686)	(3,581)	159%	(5,755)	99%	EBITDA	(25,975)	(27,702)	94%	(28,453)	91%	(31,370)	(29,619)
(5,686)	(3,581)	159%	(5,755)	99%	NET INCOME	(25,975)	(27,702)	94%	(28,453)	91%	(31,370)	(29,619)

The Golf Club at Cypress Head
G & A
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	288	0%	0	0
0	0	0%	0	0%	Total Revenues	0	0	0%	288	0%	0	0
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	288	0%	0	0
PAYROLL												
10,432	10,043	104%	11,019	95%	Gross Payroll - Salaried	112,916	110,477	102%	113,341	100%	120,520	124,407
0	0	0%	24	0%	Gross Payroll - Hourly	(100)	0	0%	5,611	-2%	0	(100)
10,432	10,043	104%	11,043	94%	S/T Wages	112,816	110,477	102%	118,953	95%	120,520	124,307
721	768	94%	747	96%	Payroll Tax - FICA	7,918	8,452	94%	8,040	98%	9,220	8,541
0	0	0%	0	0%	Payroll Tax - UC	(776)	297	-261%	269	-288%	297	(776)
185	196	94%	188	99%	Payroll Tax - WC	2,211	2,158	102%	2,241	99%	2,354	2,484
1,958	2,267	86%	1,232	159%	Benefits	20,273	24,937	81%	24,153	84%	27,204	22,616
2,864	3,231	89%	2,167	132%	S/T Adders	29,626	35,843	83%	34,703	85%	39,075	32,865
13,295	13,275	100%	13,210	101%	TOTAL PAYROLL	142,443	146,320	97%	153,655	93%	159,595	157,172
OPERATING EXPENSES												
627	505	124%	1,065	59%	Janitorial Supplies	6,669	5,863	114%	5,254	127%	6,368	6,829
0	1,010	0%	207	0%	Laundry/Uniforms	1,020	3,132	33%	2,335	44%	3,132	1,510
112	177	63%	55	202%	Office Supplies	2,337	2,672	87%	3,351	70%	2,848	3,119
119	232	51%	231	51%	Alarm System	1,272	2,616	49%	4,360	29%	2,848	2,007
201	253	80%	510	39%	Computer Service	1,969	1,568	126%	6,951	28%	1,820	2,027
812	833	97%	812	100%	Contract Cleaning	8,120	9,321	87%	9,337	87%	10,155	8,932
0	0	0%	0	0%	Guest Relations	81	0	0%	9	897%	0	81
430	101	425%	0	0%	Repair & Maint - Equipment	564	1,812	31%	1,394	40%	2,317	564
493	354	139%	467	105%	Repair & Maint - Building	5,493	2,936	187%	3,277	168%	3,290	6,401
176	178	99%	176	100%	Off-Site Storage	1,936	1,956	99%	1,936	100%	2,134	2,112
1,983	2,020	98%	2,370	84%	Utilities - Other	19,155	20,672	93%	19,541	98%	22,995	21,220
192	303	63%	0	0%	Utilities - Telephone/Fax	2,177	2,042	107%	1,784	122%	2,194	2,323
324	303	107%	333	97%	Bank Charges	4,300	3,756	114%	3,778	114%	4,059	4,680
(14)	0	0%	(42)	33%	Cash Short/(Over)	(234)	0	0%	(441)	53%	0	(276)
200	200	100%	200	100%	Cell Phone	2,200	2,199	100%	2,200	100%	2,399	2,400
2,297	2,700	85%	2,380	97%	City Surcharge R & R	34,717	34,717	100%	33,892	102%	36,817	36,876
2,200	2,020	109%	1,866	118%	Credit Card Discounts	31,215	26,242	119%	25,122	124%	28,262	32,779
(5)	0	0%	(270)	2%	Donations	721	0	-180250%	(126)	-572%	0	951
0	0	0%	0	0%	Dues & Subscriptions	1,567	1,066	147%	1,362	115%	1,066	1,567
0	0	0%	0	0%	Education & Training	0	1,010	0%	1,000	0%	1,010	0
512	76	677%	45	1143%	Employee Relations	2,212	1,170	189%	820	270%	1,245	2,392
6,130	4,646	132%	5,312	115%	Insurance Expense	59,788	50,925	117%	52,471	114%	55,571	65,101
323	0	80703%	0	0%	Member Relations	536	153	350%	150	357%	154	536
0	35	0%	0	0%	Messenger Service - Fedex	0	642	0%	631	0%	677	0
0	0	0%	0	0%	Miscellaneous	0	0	0%	(9)	0%	0	0
0	0	0%	0	0%	O/S - Accounting	9,250	6,875	135%	6,875	135%	12,875	13,250
365	505	72%	337	108%	Payroll Processing Fee	4,052	5,400	75%	4,248	95%	5,905	4,408
104	203	51%	135	77%	Postage/Shipping	2,083	1,024	203%	954	218%	1,074	2,230
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(255)	(1)	21250%	(255)	100%	(1)	(285)
22	0	0%	23	97%	Travel - Meals	614	1,315	47%	1,364	45%	1,315	614
0	101	0%	0	0%	Travel - Other	2,272	2,666	85%	2,441	93%	2,767	2,412
0	0	0%	56	0%	Employee Meals	17	0	-4057%	69	25%	0	17
17,573	16,754	105%	16,710	105%	TOTAL OPERATING EXPENSES	205,846	193,748	106%	196,077	105%	215,295	226,775
(30,868)	(30,029)	103%	(29,920)	103%	EBITDA	(348,289)	(340,067)	102%	(349,445)	100%	(374,889)	(383,947)
6,184	6,245	99%	6,063	102%	Management Fee	68,022	68,695	99%	66,688	102%	74,940	74,084
6,184	6,245	99%	6,063	102%	Management Fees	68,022	68,695	99%	66,688	102%	74,940	74,084
23	23	100%	23	100%	Deprec - Mach & Equip	254	254	100%	254	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	797	797	100%	797	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	1,051	1,051	100%	1,051	100%	1,146	1,146
(37,147)	(36,370)	102%	(36,079)	103%	NET INCOME	(417,361)	(409,813)	102%	(417,184)	100%	(450,976)	(459,177)

The Golf Club at Cypress Head
Marketing
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,677	3,562	103%	3,527	104%	Gross Payroll - Salaried	40,706	39,179	104%	38,362	106%	42,740	46,118
3,677	3,562	103%	3,527	104%	S/T Wages	40,706	39,179	104%	38,362	106%	42,740	46,118
260	272	95%	243	107%	Payroll Tax - FICA	2,918	2,997	97%	2,716	107%	3,270	3,118
0	6	0%	0	0%	Payroll Tax - UC	(129)	210	-61%	70	-184%	215	(129)
66	70	95%	60	109%	Payroll Tax - WC	796	765	104%	904	88%	835	882
580	523	111%	341	170%	Benefits	6,072	5,754	106%	5,434	112%	6,277	6,801
906	871	104%	643	141%	S/T Adders	9,657	9,726	99%	9,124	106%	10,597	10,672
4,583	4,432	103%	4,171	110%	TOTAL PAYROLL	50,363	48,905	103%	47,486	106%	53,337	56,790
					OPERATING EXPENSES							
239	1,050	23%	719	33%	Advertising & Promotion	16,999	18,426	92%	13,433	127%	20,446	21,667
239	1,050	23%	719	33%	TOTAL OPERATING EXPENSES	16,999	18,426	92%	13,433	127%	20,446	21,667
(4,822)	(5,483)	88%	(4,889)	99%	EBITDA	(67,362)	(67,331)	100%	(60,919)	111%	(73,783)	(78,457)
(4,822)	(5,483)	88%	(4,889)	99%	NET INCOME	(67,362)	(67,331)	100%	(60,919)	111%	(73,783)	(78,457)

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
77,230	79,282	97%	71,519	108%	Green Fees & Cart Fees	1,248,715	1,109,602	113%	1,092,037	114%	1,197,974	1,317,819
6,600	4,600	143%	6,264	105%	Merchandise	94,452	68,073	139%	75,563	125%	71,373	99,401
908	890	102%	1,041	87%	Other Pro Shop	20,736	14,562	142%	18,232	114%	15,052	21,872
3,126	2,500	125%	2,917	107%	Range	43,614	34,976	125%	36,560	119%	37,476	46,257
2,297	2,700	85%	2,380	97%	Other Operating Revenues	34,716	34,717	100%	33,892	102%	36,817	36,876
0	0	0%	0	0%	Other G&A Income	0	0	0%	288	0%	0	0
90,161	89,972	100%	84,121	107%	TOTAL REVENUE	1,442,233	1,261,931	114%	1,256,570	115%	1,358,692	1,522,225
COST OF SALES												
4,108	2,806	146%	4,567	90%	Merchandise	60,585	41,525	146%	47,641	127%	43,538	63,086
4,108	2,806	146%	4,567	90%	TOTAL COGS	60,585	41,525	146%	47,641	127%	43,538	63,086
62.2%	61.0%	102.0%	72.9%	85.4%	COGS - Merchandise %	64.1%	61.0%	105.2%	63.0%	101.7%	61.0%	752.6%
PAYROLL												
32,618	34,049	96%	28,517	114%	Course and Grounds	343,315	368,685	93%	342,965	100%	401,983	372,156
6,509	7,368	88%	6,745	96%	Carts, Range, Starters, Etc.	80,043	79,593	101%	79,985	100%	86,723	86,450
6,334	5,558	114%	8,350	76%	Pro Shop	70,737	60,338	117%	66,421	106%	65,733	77,195
13,295	13,275	100%	13,210	101%	General and Administrative	142,443	146,320	97%	153,655	93%	159,595	157,172
4,583	4,432	103%	4,171	110%	Marketing	50,363	48,905	103%	47,486	106%	53,337	56,790
63,339	64,682	98%	60,993	104%	TOTAL PAYROLL	686,901	703,840	98%	690,513	99%	767,370	749,762
OPERATING EXPENSES												
25,244	23,974	105%	25,235	100%	Course and Grounds	236,038	239,854	98%	226,176	104%	270,086	254,524
6,671	6,934	96%	6,807	98%	Carts, Range, Starters, Etc.	73,743	81,424	91%	69,554	106%	88,458	80,926
2,753	707	389%	144	1915%	Pro Shop	9,842	8,474	116%	8,186	120%	8,525	10,612
17,573	16,754	105%	16,710	105%	General and Administrative	205,846	193,748	106%	196,077	105%	215,295	226,775
239	1,050	23%	719	33%	Marketing	16,999	18,426	92%	13,433	127%	20,446	21,667
52,479	49,419	106%	49,615	106%	TOTAL OPERATING EXPENSES	542,469	541,925	100%	513,425	106%	602,810	594,505
119,926	116,907	103%	115,175	104%	TOTAL EXPENSES	1,289,954	1,287,290	100%	1,251,579	103%	1,413,718	1,407,353
(29,765)	(26,936)	111%	(31,054)	96%	EBITDA	152,278	(25,360)	-600%	4,991	3051%	(55,026)	114,872

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(29,765)	(26,936)	111%	(31,054)	96%	EBITDA	152,278	(25,360)	-600%	4,991	3051%	(55,026)	114,872
(6,184)	(6,245)	99%	(6,063)	102%	MANAGEMENT FEES	(68,022)	(68,695)	99%	(66,688)	102%	(74,940)	(74,084)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(1,051)	(1,051)	100%	(1,051)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(1,051)	(1,051)	100%	(1,051)	100%	(1,146)	(1,146)
(36,044)	(33,276)	108%	(37,212)	97%	TOTAL OTHER INCOME (EXPENSE)	(1,051)	(1,051)	100%	(1,051)	100%	(1,146)	(1,146)
					NET INCOME	83,206	(95,105)	-87%	(62,747)	-133%	(131,112)	39,642
2,453	2,687	91%	2,588	95%	Paid Rounds	37,422	35,436	106%	36,428	103%	38,335	39,731
274	454	60%	283	97%	Annual Pass Rounds	3,698	4,439	83%	3,709	100%	4,868	3,939
206	200	103%	238	87%	Other Rounds	2,513	2,486	101%	2,504	100%	2,756	2,695
2,933	3,341	88%	3,109	94%	Total Rounds	43,633	42,361	103%	42,641	102%	45,959	46,365
37	33	110%	33	113%	Revenue/Paid Rounds	39	36	108%	34	112%	35	455
31	27	114%	27	114%	Revenue/Total Rounds	33	30	111%	29	112%	30	389

TRIAL BALANCE SUMMARY FOR 2020

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 8/1/2021
Account: First

To:
8/31/2021
Last

Sorted By: Account
Include: Posting, Unit
Print Currency In: Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$132,508.98	\$86,964.87	\$135,236.75	(\$48,271.88)	\$84,237.10
	10050-5950-900	Cash - Course Payroll BMO	\$28,628.60	\$73,708.10	\$73,747.40	(\$39.30)	\$28,589.30
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$943.89	\$5,439.75	\$5,551.75	(\$112.00)	\$831.89
	12000-5950-900	Inventory - Merchandise	\$20,568.83	\$3,308.82	\$4,184.04	(\$875.22)	\$19,693.61
	13020-5950-900	Prepaid Insurance	\$30,692.61	\$0.00	\$6,129.69	(\$6,129.69)	\$24,562.92
	13040-5950-900	Prepaid Exp - Other	\$18,513.06	\$872.81	\$965.59	(\$92.78)	\$18,420.28
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$4,393.26)	\$0.00	\$23.12	(\$23.12)	(\$4,416.38)
	22080-5950-900	Accum. Deprec - Buildings	(\$25,383.97)	\$0.00	\$72.41	(\$72.41)	(\$25,456.38)
	30000-5950-900	Accts Pay - Trade	(\$39,405.44)	\$124,038.95	\$108,204.05	\$15,834.90	(\$23,570.54)
	30040-5950-900	Accts Pay - Other	\$44,231.17	\$418.29	\$11,115.05	(\$10,696.76)	\$33,534.41
	31000-5950-900	Accrued Expenses	(\$584.50)	\$584.50	\$743.35	(\$158.85)	(\$743.35)
	31020-5950-900	Accrued Payroll	(\$39,670.96)	\$27,494.25	\$29,841.63	(\$2,347.38)	(\$42,018.34)
	31080-5950-900	Accrued Tips Payable	(\$353.00)	\$706.00	\$353.00	\$353.00	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$6,292.26)	\$6,402.60	\$5,119.89	\$1,282.71	(\$5,009.55)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,296.89	\$2,296.89	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,980.80)	\$2,072.97	\$1,539.13	\$533.84	(\$2,446.96)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$6,971.68)	\$5,294.49	\$4,304.00	\$990.49	(\$5,981.19)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$6,834.80)	\$3,417.42	\$0.00	\$3,417.42	(\$3,417.38)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$4,999.67)	\$2,499.84	\$0.00	\$2,499.84	(\$2,499.83)
	32070-5950-900	Deferred Rev - Gift Cards	(\$26,284.66)	\$645.83	\$326.87	\$318.96	(\$25,965.70)
	32100-5950-900	Deferred Rev - Credit Books	(\$15,781.56)	\$591.55	\$246.33	\$345.22	(\$15,436.34)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$14,166.64)	\$7,083.32	\$0.00	\$7,083.32	(\$7,083.32)
	32220-5950-900	Deferred Rev - Founders Pass	(\$231.60)	\$115.84	\$0.00	\$115.84	(\$115.76)
	49020-5950-900	Retained Earnings - Current	(\$0.59)	\$0.00	\$0.00	\$0.00	(\$0.59)
	50000-5950-100	Green Fees - Annual Pass	(\$56,611.65)	\$0.00	\$6,033.10	(\$6,033.10)	(\$62,644.75)
	5003A-5950-100	Green Fee - Group	(\$60,669.97)	\$311.33	\$2,167.38	(\$1,856.05)	(\$62,526.02)
	50040-5950-100	Green Fees - Member	(\$2,358.09)	\$338.67	\$606.60	(\$267.93)	(\$2,626.02)
	5005A-5950-100	Green Fee - Hotel	\$11.24	\$0.00	\$0.00	\$0.00	\$11.24
	5006A-5950-100	Green Fee - Junior	(\$2,212.74)	\$0.00	\$94.00	(\$94.00)	(\$2,306.74)
	50070-5950-100	Green Fees - (surcharge)	(\$32,397.14)	\$2,391.83	\$4,688.72	(\$2,296.89)	(\$34,694.03)
	5007A-5950-100	Green Fee - League	(\$108,732.46)	\$0.00	\$4,627.25	(\$4,627.25)	(\$113,359.71)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$41,841.81)	\$68.77	\$1,766.27	(\$1,697.50)	(\$43,539.31)
	5012A-5950-100	Green Fee - Outing	(\$44,158.67)	\$0.00	\$2,432.91	(\$2,432.91)	(\$46,591.58)
	5014A-5950-100	Green Fee - Resident	(\$248,570.44)	\$0.00	\$18,702.51	(\$18,702.51)	(\$267,272.95)
	5015A-5950-100	Green Fee - Senior	(\$128,117.34)	\$0.00	\$7,769.92	(\$7,769.92)	(\$135,887.26)
	5019A-5950-100	Green Fee - Wholesale	(\$1,267.80)	\$0.00	\$0.00	\$0.00	(\$1,267.80)
	50500-5950-200	Cart Fee 18	(\$377,244.63)	\$589.42	\$24,957.78	(\$24,368.36)	(\$401,612.99)
	50520-5950-200	Cart Fee - Annual Trail	(\$67,313.36)	\$0.00	\$7,083.32	(\$7,083.32)	(\$74,396.68)
	52090-5950-600	Handicap Fee	(\$4,423.00)	\$0.00	\$120.00	(\$120.00)	(\$4,543.00)
	52150-5950-600	Lessons	(\$12,755.00)	\$0.00	\$688.00	(\$13,443.00)	(\$13,443.00)
	52280-5950-600	Rental Clubs	(\$2,650.00)	\$0.00	\$100.00	(\$100.00)	(\$2,750.00)
	52310-5950-600	Retail	(\$87,852.29)	\$121.69	\$6,721.78	(\$6,600.09)	(\$94,452.38)
	53050-5950-220	Range Pass Revenue	(\$40,487.71)	\$84.60	\$3,211.04	(\$3,126.44)	(\$43,614.15)
	56120-5950-100	City Surcharge R & R	(\$32,418.72)	\$0.00	\$2,296.89	(\$2,296.89)	(\$34,715.61)
	60000-5950-600	COGS - Merchandise - Accessories	\$56,476.99	\$4,107.60	\$0.00	\$4,107.60	\$60,584.59
	70000-5950-100	Gross Payroll - Salaried	\$95,376.53	\$10,032.18	\$313.51	\$9,718.67	\$105,095.20
	70000-5950-900	Gross Payroll - Salaried	\$102,484.78	\$10,768.00	\$336.50	\$10,431.50	\$112,916.28
	70000-5950-950	Gross Payroll - Salaried	\$37,029.44	\$3,783.48	\$106.97	\$3,676.51	\$40,705.95
	70010-5950-100	Gross Payroll - Hourly	\$174,655.81	\$17,958.07	\$171.37	\$17,786.70	\$192,442.51

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-200	Gross Payroll - Hourly	\$65,690.48	\$6,213.80	\$352.79	\$5,861.01	\$71,551.49
	70010-5950-600	Gross Payroll - Hourly	\$53,341.33	\$5,559.26	\$324.53	\$5,234.73	\$58,576.06
	70010-5950-900	Gross Payroll - Hourly	(\$100.00)	\$0.00	\$0.00	\$0.00	(\$100.00)
	71000-5950-100	Payroll Tax - FICA	\$20,030.30	\$2,058.18	\$37.09	\$2,021.09	\$22,051.39
	71000-5950-200	Payroll Tax - FICA	\$5,306.28	\$496.41	\$26.99	\$469.42	\$5,775.70
	71000-5950-600	Payroll Tax - FICA	\$4,045.06	\$414.37	\$12.59	\$401.78	\$4,446.84
	71000-5950-900	Payroll Tax - FICA	\$7,197.14	\$746.46	\$25.73	\$720.73	\$7,917.87
	71000-5950-950	Payroll Tax - FICA	\$2,657.54	\$268.27	\$8.18	\$260.09	\$2,917.63
	71010-5950-100	Payroll Tax - UC	\$1,570.80	\$21.74	\$0.00	\$21.74	\$1,592.54
	71010-5950-200	Payroll Tax - UC	\$1,255.42	\$72.20	\$0.00	\$72.20	\$1,327.62
	71010-5950-600	Payroll Tax - UC	\$578.87	\$21.67	\$0.00	\$21.67	\$600.54
	71010-5950-900	Payroll Tax - UC	(\$775.77)	\$0.00	\$0.00	\$0.00	(\$775.77)
	71010-5950-950	Payroll Tax - UC	(\$128.80)	\$0.00	\$0.00	\$0.00	(\$128.80)
	71020-5950-100	Payroll Tax - WC	\$5,264.98	\$487.61	\$0.00	\$487.61	\$5,752.59
	71020-5950-200	Payroll Tax - WC	\$1,282.32	\$106.34	\$0.00	\$106.34	\$1,388.66
	71020-5950-600	Payroll Tax - WC	\$1,061.72	\$98.98	\$0.00	\$98.98	\$1,160.70
	71020-5950-900	Payroll Tax - WC	\$2,025.52	\$185.34	\$0.00	\$185.34	\$2,210.86
	71020-5950-950	Payroll Tax - WC	\$729.87	\$66.00	\$0.00	\$66.00	\$795.87
	71030-5950-100	Benefits	\$13,798.66	\$5,374.51	\$2,792.28	\$2,582.23	\$16,380.89
	71030-5950-600	Benefits	\$5,375.67	\$891.74	\$314.94	\$576.80	\$5,952.47
	71030-5950-900	Benefits	\$18,315.75	\$3,418.36	\$1,460.70	\$1,957.66	\$20,273.41
	71030-5950-950	Benefits	\$5,491.96	\$1,025.08	\$444.68	\$580.40	\$6,072.36
	80110-5950-200	Cart Supplies	\$1,260.25	\$247.66	\$0.00	\$247.66	\$1,507.91
	80120-5950-100	Chemicals	\$3,407.52	\$498.00	\$0.00	\$498.00	\$3,905.52
	80170-5950-100	Course Accessories	\$414.82	\$116.69	\$0.00	\$116.69	\$531.51
	80230-5950-100	Fertilizer	\$43,898.59	\$3,109.46	\$0.00	\$3,109.46	\$47,008.05
	80250-5950-100	Flowers/Decor	\$873.30	\$0.00	\$0.00	\$0.00	\$873.30
	80270-5950-100	Fuel	\$8,212.50	\$2,307.66	\$0.00	\$2,307.66	\$10,520.16
	80280-5950-100	Fungicides	\$1,371.25	\$0.00	\$0.00	\$0.00	\$1,371.25
	80320-5950-100	Herbicides	\$14,983.68	\$1,888.14	\$0.00	\$1,888.14	\$16,871.82
	80370-5950-100	Insecticides	\$8,968.25	\$2,323.21	\$0.00	\$2,323.21	\$11,291.46
	80380-5950-900	Janitorial Supplies	\$6,041.95	\$626.92	\$0.00	\$626.92	\$6,668.87
	80420-5950-900	Laundry/Uniforms	\$1,020.38	\$0.00	\$0.00	\$0.00	\$1,020.38
	80520-5950-600	Office Supplies	\$757.44	\$197.98	\$0.00	\$197.98	\$955.42
	80520-5950-900	Office Supplies	\$2,224.77	\$112.21	\$0.00	\$112.21	\$2,336.98
	80610-5950-220	Range Balls	\$2,654.00	\$0.00	\$0.00	\$0.00	\$2,654.00
	80620-5950-220	Range Equipment	\$3,092.94	\$0.00	\$0.00	\$0.00	\$3,092.94
	80630-5950-220	Range Expenses	\$391.80	\$462.25	\$0.00	\$462.25	\$854.05
	80690-5950-100	Sand/Topdress	\$7,326.01	\$2,162.43	\$0.00	\$2,162.43	\$9,488.44
	80710-5950-100	Seeds/Trees	\$7,475.00	\$0.00	\$0.00	\$0.00	\$7,475.00
	80730-5950-100	Small Tools	\$2,357.18	\$635.00	\$0.00	\$635.00	\$2,992.18
	80780-5950-600	Supplies	\$1,332.38	\$2,555.00	\$0.00	\$2,555.00	\$3,887.38
	80810-5950-600	Tournament Expense	\$106.04	\$0.00	\$0.00	\$0.00	\$106.04
	81010-5950-900	Alarm System	\$1,153.00	\$118.50	\$0.00	\$118.50	\$1,271.50
	81090-5950-200	Cart Repairs	\$359.02	\$0.00	\$0.00	\$0.00	\$359.02
	81130-5950-900	Computer Service	\$1,767.80	\$201.47	\$0.00	\$201.47	\$1,969.27
	81140-5950-900	Contract Cleaning	\$7,308.00	\$812.00	\$0.00	\$812.00	\$8,120.00
	81200-5950-900	Guest Relations	\$80.71	\$0.00	\$0.00	\$0.00	\$80.71
	81220-5950-600	Handicap Expense	\$4,660.00	\$0.00	\$0.00	\$0.00	\$4,660.00
	81250-5950-100	Irrigation	\$9,762.91	\$1,597.06	\$0.00	\$1,597.06	\$11,359.97
	81270-5950-600	Lesson Expense	(\$32.18)	\$0.00	\$0.00	\$0.00	(\$32.18)
	81350-5950-100	Repair & Maint - Equipment	\$13,055.55	\$1,689.36	\$0.00	\$1,689.36	\$14,744.91
	81350-5950-220	Repair & Maint - Equipment	\$69.25	\$0.00	\$0.00	\$0.00	\$69.25
	81350-5950-900	Repair & Maint - Equipment	\$134.50	\$564.25	\$134.50	\$429.75	\$564.25
	81360-5950-100	Repair & Maint - Building	\$1,250.31	\$0.00	\$0.00	\$0.00	\$1,250.31
	81360-5950-600	Repair & Maint - Building	\$265.67	\$0.00	\$0.00	\$0.00	\$265.67
	81360-5950-900	Repair & Maint - Building	\$4,999.85	\$492.68	\$0.00	\$492.68	\$5,492.53
	82000-5950-200	Cart Lease	\$49,740.00	\$4,974.00	\$0.00	\$4,974.00	\$54,714.00
	82020-5950-100	Equipment Lease	\$57,210.00	\$5,721.00	\$0.00	\$5,721.00	\$62,931.00
	82060-5950-900	Off-Site Storage	\$1,760.00	\$176.00	\$0.00	\$176.00	\$1,936.00

TRIAL BALANCE SUMMARY FOR 2020

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	83000-5950-100	Utilities - Electric	\$2,022.91	\$247.69	\$0.00	\$247.69	\$2,270.60
	83000-5950-200	Utilities - Electric	\$9,505.18	\$986.66	\$0.00	\$986.66	\$10,491.84
	83020-5950-100	Utilities - Other	\$17,243.35	\$857.39	\$0.00	\$857.39	\$18,100.74
	83020-5950-900	Utilities - Other	\$17,172.13	\$1,982.75	\$0.00	\$1,982.75	\$19,154.88
	83030-5950-900	Utilities - Telephone/Fax	\$1,985.50	\$191.67	\$0.00	\$191.67	\$2,177.17
	83050-5950-100	Utilities - Water	\$2,169.69	\$243.77	\$0.00	\$243.77	\$2,413.46
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$16,760.03	\$238.94	\$0.00	\$238.94	\$16,998.97
	85020-5950-900	Bank Charges	\$3,975.48	\$324.33	\$0.00	\$324.33	\$4,299.81
	85050-5950-900	Cash Short/(Over)	(\$220.59)	\$103.00	\$116.62	(\$13.62)	(\$234.21)
	85060-5950-900	Cell Phone	\$2,000.00	\$200.00	\$0.00	\$200.00	\$2,200.00
	85070-5950-900	City Surcharge R & R	\$32,418.72	\$2,296.89	\$0.00	\$2,296.89	\$34,715.61
	85120-5950-900	Credit Card Discounts	\$29,014.14	\$2,200.43	\$0.00	\$2,200.43	\$31,214.57
	85140-5950-900	Donations	\$726.00	\$0.00	\$5.00	(\$5.00)	\$721.00
	85150-5950-900	Dues & Subscriptions	\$1,566.93	\$0.00	\$0.00	\$0.00	\$1,566.93
	85160-5950-100	Education & Training	\$550.00	\$0.00	\$0.00	\$0.00	\$550.00
	85190-5950-100	Employee Relations	\$282.78	\$0.00	\$353.00	(\$353.00)	(\$70.22)
	85190-5950-900	Employee Relations	\$1,699.67	\$588.91	\$76.44	\$512.47	\$2,212.14
	85200-5950-100	Employee Testing	\$29.00	\$0.00	\$0.00	\$0.00	\$29.00
	85280-5950-900	Insurance Expense	\$53,658.57	\$6,129.69	\$0.00	\$6,129.69	\$59,788.26
	85320-5950-900	Member Relations	\$213.21	\$645.62	\$322.81	\$322.81	\$536.02
	85390-5950-900	O/S - Accounting	\$9,250.00	\$0.00	\$0.00	\$0.00	\$9,250.00
	85430-5950-100	O/S - Other	\$7,680.00	\$2,200.00	\$0.00	\$2,200.00	\$9,880.00
	85480-5950-900	Payroll Processing Fee	\$3,687.38	\$814.68	\$450.00	\$364.68	\$4,052.06
	85490-5950-900	Postage/Shipping	\$1,979.67	\$103.52	\$0.00	\$103.52	\$2,083.19
	85610-5950-100	Tax/Licenses/Fees	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00
	85610-5950-900	Tax/Licenses/Fees	(\$225.00)	\$0.00	\$30.00	(\$30.00)	(\$255.00)
	85710-5950-900	Travel - Meals	\$591.62	\$22.40	\$0.00	\$22.40	\$614.02
	85720-5950-900	Travel - Other	\$2,272.29	\$0.00	\$0.00	\$0.00	\$2,272.29
	89020-5950-900	Employee Meals	\$17.04	\$0.00	\$0.00	\$0.00	\$17.04
	90000-5950-900	Management Fee	\$61,837.80	\$6,183.78	\$0.00	\$6,183.78	\$68,021.58
	98020-5950-900	Deprec - Mach & Equip	\$231.20	\$23.12	\$0.00	\$23.12	\$254.32
	98040-5950-900	Deprec - Buildings	\$724.10	\$72.41	\$0.00	\$72.41	\$796.51
	R002A-5950-100	Rounds - Annual	3,424.00	277.00	3.00	274.00	3,698.00
	R003A-5950-100	Rounds - Group	3,718.00	156.00	22.00	134.00	3,852.00
	R005A-5950-100	Rounds - Green Fee - Hotel	(2.00)	0.00	0.00	0.00	(2.00)
	R006A-5950-100	Rounds - Green Fee - Junior	641.00	41.00	0.00	41.00	682.00
	R007A-5950-100	Rounds - Green Fee - League	5,233.00	283.00	9.00	274.00	5,507.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	1,480.00	76.00	3.00	73.00	1,553.00
	R011A-5950-100	Rounds - Green Fee - Non-Resident	104.00	48.00	0.00	48.00	152.00
	R012A-5950-100	Rounds - Green Fee - Outing	2,422.00	136.00	0.00	136.00	2,558.00
	R014A-5950-100	Rounds - Resident	15,754.00	1,440.00	15.00	1,425.00	17,179.00
	R015A-5950-100	Rounds - Green Fee - Senior	5,635.00	370.00	0.00	370.00	6,005.00
	R016A-5950-100	Rounds - Green Fee - Staff	1,195.00	120.00	4.00	116.00	1,311.00
	R017A-5950-100	Rounds - Green Fee - Trade	1,008.00	42.00	0.00	42.00	1,050.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	88.00	0.00	0.00	0.00	88.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
	Grand Totals:	163	\$0.00	\$492,285.63	\$492,285.63	\$0.00	\$0.00



September 20th, 2021

Robin Fenwick
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for August 2021 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING August 2021								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 45,778	\$ 43,023	\$ 2,755		\$ 772,705	\$ 658,455	\$ 668,555	\$ 114,250
Cart Fees	\$ 31,452	\$ 36,259	\$ (4,807)		\$ 476,010	\$ 451,147	\$ 423,770	\$ 24,863
Range	\$ 3,126	\$ 2,500	\$ 626		\$ 43,614	\$ 34,976	\$ 36,560	\$ 8,638
Pro- Shop Revenues	\$ 7,508	\$ 5,490	\$ 2,018		\$ 115,188	\$ 82,635	\$ 93,795	\$ 32,553
City Surcharge R/R	\$ 2,297	\$ 2,700	\$ (403)		\$ 34,716	\$ 34,717	\$ 33,892	\$ (1)
Total Revenue	\$ 90,161	\$ 89,972	\$ 189		\$ 1,442,233	\$ 1,261,930	\$ 1,256,572	\$ 180,303
Cost of Sales	\$ 4,108	\$ 2,806	\$ 1,302		\$ 60,585	\$ 41,525	\$ 47,641	\$ 19,060
Merchandise	\$ 4,108	\$ 2,806	\$ 1,302	62%	\$ 60,585	\$ 41,525	\$ 47,641	\$ 19,060 64%
Gross Margin	\$ 86,053	\$ 87,166	\$ (1,113)		\$ 1,381,648	\$ 1,220,405	\$ 1,208,931	\$ 161,243
Total Payroll	\$ 63,339	\$ 64,682	\$ (1,343)		\$ 686,901	\$ 703,840	\$ 690,513	\$ (16,939)
Total Operating Expenses	\$ 52,479	\$ 49,419	\$ 3,060		\$ 542,469	\$ 541,925	\$ 513,425	\$ 544
EBITDA	\$ (29,765)	\$ (26,936)	\$ (2,829)		\$ 152,278	\$ (25,360)	\$ 4,991	\$ 177,638
Other Expenses	\$ 6,280	\$ 6,341	\$ (61)		\$ 69,073	\$ 69,746	\$ 67,739	\$ (673)
Management Fee	\$ 6,184	\$ 6,245	\$ (61)		\$ 68,022	\$ 68,695	\$ 66,688	\$ (673)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 1,051	\$ 1,051	\$ 1,051	\$ -
Net Cash From Ops	\$ (36,045)	\$ (33,277)	\$ (2,768)		\$ 83,205	\$ (95,106)	\$ (62,748)	\$ 178,311
Rounds								
Total Rounds	2,933	3,341	(408)		43,633	42,361	42,641	1,272
Paid Rounds	2,453	2,687	(234)		37,422	35,436	36,428	1,986
Avg. GF/CF Total rounds	\$26.33	\$23.73	\$ 2.60		\$28.62	\$26.19	\$25.62	\$ 2.42
Avg. GF/CF Paid rounds	\$31.48	\$29.51	\$ 1.98		\$33.37	\$31.31	\$29.99	\$ 2.06
Avg. Merchandise/round	\$2.56	\$1.64	\$ 0.92		\$2.64	\$1.95	\$2.20	\$ 0.69

Overview:

- Overall golf revenues for August finished equal to the projected budget for the month. This was accomplished even with aerified greens and tee boxes which are top-dressed with sandy conditions. There were a reduced number of rounds due to heavy days of rainfall creating multiple days of restricted access for the players. Golf Advisor continues to rate the golf course with a 98% referral by its players posting incredible course conditions and the friendliest customer service in the county. The range revenues continue to be higher to the budget & Pro Shop revenues were also much higher to the budget as a result of club and merchandise sales.
- Total payroll for the month was slightly lower to the projected budget due to reduced hours as a result of several non-playable days. The entire team continues to work diligently to maintain the continuity for our guests and offer the Best in Class conditions for all players.
- Our operating expenses finished slightly higher to the budgeted amount due to increased costs from suppliers. We continue to monitor all expenses related to fertilizers, fungicides, mole cricket applications and herbicides needed to maintain the improved course conditions.
- The month of August is the eleventh month in our fiscal year 2020-2021 with yearly revenues being ahead by 14%. Our EBITDA remains extremely positive for the current year. Pro shop revenues are higher to the budget, range revenues are higher, payroll is lower than projected and expenses are equal to the budget.

R&R Projects:

- There were no projects for the month of August 2021.

Tee Sheet Activity:

- There were 2,933 total rounds for the month which included 2,453 paid rounds, 274 Annual with Cypress Pass member rounds and 206 other rounds. The round type for the month included 1,993 eighteen hole rounds and 901 nine hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

August 2021 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	2453	2687	2588	37422	36428
Annual	274	454	283	3698	3708
Other rounds	206	200	238	2513	2504
Total Rounds	2933	3341	3109	43633	42641

Departmental Summaries:**Course & Grounds**

- Our superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head. The golf course conditions have improved tremendously with his guidance and our mindshare comments has confirmed that Cypress Head is the best place to play in Volusia County.
- Expenses for the month were slightly over the projected budget due to increased fertilizer and insecticides costs required to maintain course conditions.
- During these summer months, maintaining the mowing frequency for the fairways, greens and roughs is our first priority. Also during the month, an aerification and organic fertilizer application was performed on the fourth and fifth fairway to improve the turf quality.
- Greens and tees were aerified in August which helps promote proper exchange of required nutrients for the soil and improves the health of the turf for the upcoming fall/winter season.

- We continue to top dress the greens on a regular basis to reduce thatch and grain to maintain a quality putting surfaces. During the month the maintenance team did a post-emergent weed control as well as a mole cricket application throughout the golf course.

Golf Shop/Carts

- The golf shop at Cypress Head is experiencing supply issues with products & merchandise from all of our manufacturers including Callaway, Titleist and Footjoy. There was \$308.00 in gift card sales purchased for the month with \$7,508.00 in pro-shop sales.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage.
- The staff at Cypress Head Golf Course continues to offer individual lessons and a series of Golf Get Ready clinics for beginners and intermediate players in August. Cypress Head is also involved with a Kemper Sports Player initiative promoting golf for both new and established players.
- The MGA and the WGA have continued their league play as well as regular business leagues in the evenings.

Marketing and Sales:

- Cypress Head was recently awarded the News Journal “**Best of the Best for Golf Courses**” in both Volusia and Flagler County for 2021. This award is representative of the incredible customer service and course conditions that is offered here at Cypress Head in Port Orange.
- Cypress Head continues to build on the 2021 tournament season by hosting several high profile golf tournaments. The premiere golf event held in August was the Daytona Travelers and the Doan group.

- We continue to see an increase in tournament inquiries for 2022.
- We are maintaining our involvement with Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and POSD Rotary keeping us informed regarding the challenges of the business and local community.
- We continue to maintain our database of emails with approximately 11,000 unique e-mail addresses. The golf staff continues to update player profiles including residency, phone numbers and proper classifications of all players.

Summary Report

Report run: 9/13/2021 9:47 AM MDT

Data current as of: 9/13/2021 9:45 AM MDT

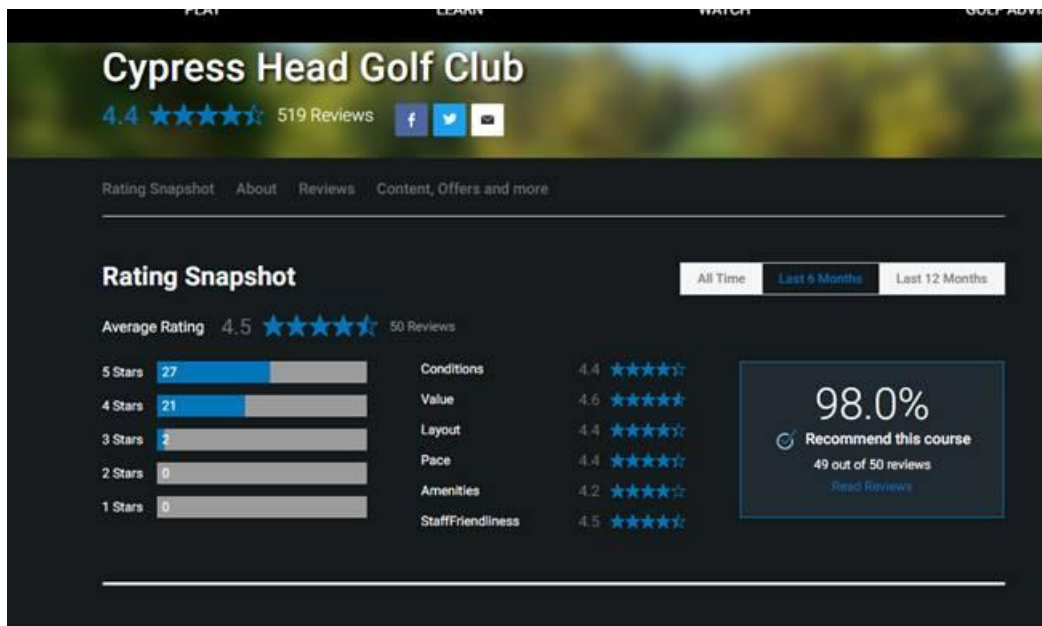
Key: Poor Acceptable Excellent

REPORT CRITERIA

Date of Survey	8/1/21 - 8/31/21
Select level:	Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	93.3	9.5	9.3	9.4	9.9	15
Cypress Head Golf Club	93.3	9.5	9.3	9.4	9.9	15

- Course summary report for August showed an overall rating for the golf course of 9.5 with a course rating of 9.4 and our service rating is at 9.3.
- In addition to the report above, we continue using a new Google Analytic tool that provides us with an alternative ratings source from Golf Now Advisors.



- We continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- We continue to work with the entire staff at the Parks & Recreation department. Together we are prepared to face any challenges that may come our way.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

Regional Operating Executive
KemperSports Management

Sales & Marketing Snapshot

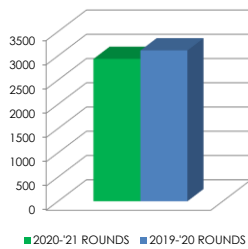
AUGUST

REPORT DATE 9/17/21

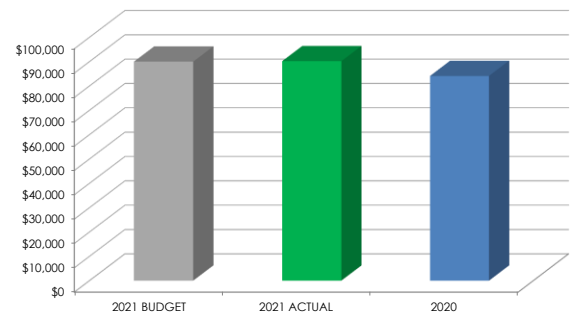
Percentage of Budget



Monthly Summary Totals



MONTHLY BUDGET	\$89,972
ACTUAL MONTHLY REVENUE	\$90,161
VARIANCE TO BUDGET	\$189
PY MONTHLY REVENUE	\$84,121



AUGUST

2020 -21 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$79,282
Outings	\$5,000
Merchandise	\$5,490
Payroll Expense	\$64,682
OpEx	\$49,419

2020 -21 Actual Revenue

REVENUE CLASS	AMOUNT
Total Golf	\$77,230
Outings	\$5,570
Merchandise	\$7,508
Payroll Expense	\$63,339
OpEx	\$52,479

REVENUE CLASS	Month PY AMOUNT
Total Golf	\$71,519
Outings	\$5,000
Merchandise	\$7,325
Payroll Expense	\$60,993
OpEx	\$48,615

2020-21 ROUNDS
2933
2019-20 ROUNDS
3109

AUGUST ACTION ITEMS / STRATEGIES / COMMENTS

- * Revenues were equal to the budget for the month of August
- * Aerification of the greens and tee boxes were performed to improve turf health for the fall/winter season
- * Reduced number of rounds due to course maintenance and extensive rains
- * Controlled payroll expenses and reduced labor costs
- * Revenue increased by 7% over previous year even with less overall number of rounds
- *
- *
- *
- *
- *

CYPRESS PASS SALES

2018 STATUS	2021 PASSES	2020 PASSES
Legacy Single	17	20
Legacy Double	9	9
Cypress Single	8	8
Cypress Double	2	4
Trail Fees	50	58
Founders	1	1
TOTAL PASSES	89	100
TOTAL REVENUE	\$140,299	\$158,588

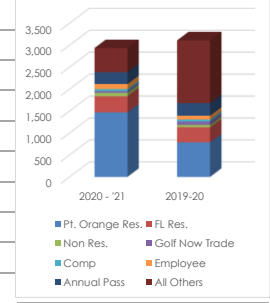
WEATHER INFORMATION

PLAYABLE DAYS	
2021	2020
24	25
PRECIPITATION IN INCHES	
2021	2020
6.2	7.6

ROUNDS SEGMENTATION

SEGMENT	2020 - '21	2019-20
Pt. Orange Res.	1,467	786
FL Res.	370	342
Non Res.	73	50
Golf Now Trade	41	79
Comp	46	46
Employee	116	90
Annual Pass	274	284
All Others	546	1,432
TOTAL	2,933	3,109

Rounds by Segment



TRUEREVIEW SUMMARY



2021 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.5	9.3	9.4	9.9	93.3	15
2020 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.1	9.6	8.4	9.2	67.6	34

COMMENTS / NOTES / ACTION ITEMS -

- *
- *
- *
- *
- *
- *
- *



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Uniquely dedicated. Distinctly different. Custom Property Management

AGREEMENT
FOR
GOLF COURSE MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into as of this 3rd day of July, 2002, 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 March 5, 2002 issued a Request for Proposals for such management services and is attached hereto as Exhibit "A"; and

WHEREAS, the Contractor submitted a Proposal on April 19, 2002, and is attached hereto as Exhibit "B"; and

WHEREAS, Contractor's Proposal was selected by the City of Port Orange City Council on April 30, 2002 as the "Number One" 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; and

NOW, THEREFORE, for and 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 21, paragraph 18.
- 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 June 30, 2002, and as verified by Contractor on July 1, 2002.
- 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, and 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 revenue 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.
- 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. 02-8 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; t 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	1.10	General Information
Section	1.11	Statement of Management Philosophy
Section	1.15	Key Personnel Time and Attention to this Project
Section	2.00	Management Experience: The Kemper Sports' Portfolio
Section	3.0	The Kemper Sports Management Approach – Totally

D. ANNUAL BUSINESS PLAN AND ANNUAL BUDGET

1. By August 1, 2002, the Contractor shall submit to the City the annual business plan and comments on the proposed Operating Budget and Capital Improvement Plan as set forth in the City's proposed FY 02-03 Annual Budget.. See Exhibit D, for a copy of the Annual

Budget calendar for FY 02-03. (Dates identified on Exhibit D may change from year to year.)

2. Beginning on October 1, 2002, 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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 July 1, 2002, the City shall perform a Phase I Environmental Assessment and a Phase II or III Assessment, if needed as determined in the Contractor's discretion, and provide copies of all such reports to Contractor. The City shall be responsible for remediation for the condition of the golf course up to July 1, 2002 as determined in accordance with the assessment. 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 the Term of this Agreement and Contractor's services.

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 on July 1, 2002.
- 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 are 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. The General Manager's qualifications shall meet or exceed the standards set forth in Exhibit "A," at page 3, paragraph 1(b).
- b. The Golf Course Superintendent for the Golf Course shall be members in good standing of the local chapter of the Golf Course Superintendents Association and the Golf Course Superintendent's qualifications shall meet or exceed the standards as set forth in Exhibit "A", at page 3, paragraph 1(c).

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 Shops in 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 and other licenses required for the appropriate operation of Merchandise Sales at the Pro Shops in 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 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.

4. 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 who has 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 Three percent (3%) per annum cost of living increase , as approved in the Annual Budget.
2. The first payment of the Fixed Management Fee for the balance of FY 01-02 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 2001-2002 operating budget, shall be obligated to place into the golf course operating account on July 1, 2002, 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, 2002, 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, 2002, 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, 2002 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, 2002, 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, 2002 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, 2002. If the Contractor is not able to repay the advances as of September 30, 2002 from golf course revenues, the advances shall be considered a loan to the golf course and shall be repaid to the 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 July 1, 2002 and expire on September 30, 2007, 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, to the extent permitted by law pursuant to Section, 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.

- 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, 2002.
- 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, 2002.

- 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.
- E. The Contractor shall have included in such policies a Notice of Cancellation clause with notification being sent to the City. 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 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 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 is 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 copy to:

D'ANCONA & PFLAUM LLC
111 East Wacker Drive, Suite 2800
Chicago, Illinois 60601
Attention: Mr. Allan J. Reich
Facsimile: (312) 602-3000

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 3rd day of July, 2002.

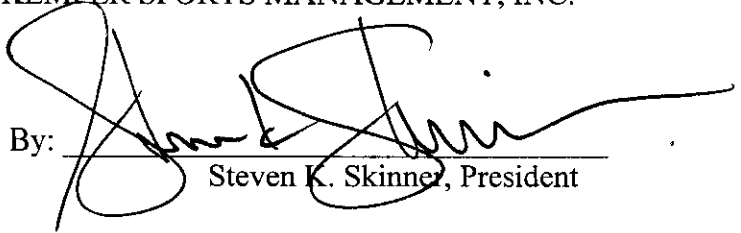
CITY OF PORT ORANGE, FLORIDA

By: Dorothy L. Hukill
Dorothy L. Hukill, Mayor

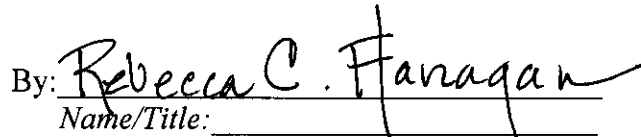
Attest:

By: Kenneth W. Parker
Kenneth W. Parker, City Manager

KEMPER SPORTS MANAGEMENT, INC.

By: 
Steven K. Skinner, President

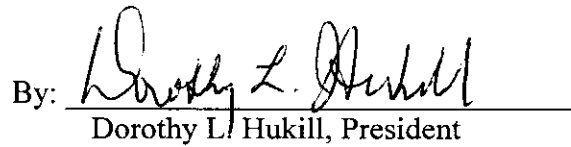
Attested:

By: 
Name/Title: _____

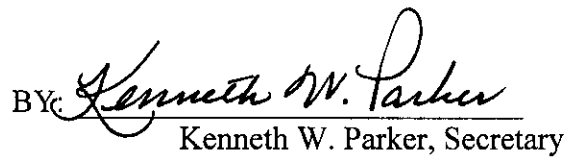
For: Kemper Sports Management, Inc.
500 Skokie Boulevard, Suite 444
Northbrook, Illinois 60062
Fed I.D. No. 36-2965951

(Corporate Seal)

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

By: 
Dorothy L. Hukill, President

ATTEST:

By: 
Kenneth W. Parker, Secretary

SCHEDULE AND ACKNOWLEDGMENT AS TO RECEIPT OF EXHIBITS

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 March 5, 2002, 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. |
| EXHIBIT D | City of Port Orange Operating Budget Calendar for FY 2002--2003. |

Supplemental Information Provided:

- Cypress Head Insurance Program Listing
- State of Florida General Records Handbook
- City of Port Orange Purchasing Policies and Procedures
- FY 2001-2003 Budget, as amended
- Resolution No. 02-8 relating to Golf Course fees and charges
- Audit Sample

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 MANAGMENT 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**

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AT CYPRESS HEAD**

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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 acknowledgement 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 indicated 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 rules 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, sod 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.	\$ 2,000,000
◆ 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 Data/line 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) (ERISA bonding requirement must be 10% of plan assets--higher limits available)	INCLUDED
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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 Doubler
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 catastrophe 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.

◆ <u>Limit of Liability</u>	
- Each Occurrence	\$ 1,000,000
- General Aggregate	\$ 2,000,000
- Products Aggregate	\$ 1,000,000
◆ <u>Self-insured Retention</u>	NONE

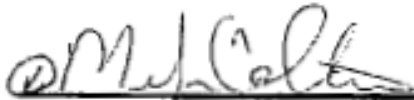
UMBRELLA LIABILITY ENHANCEMENTS

◆ <u>Follow Form Basis:</u>	
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

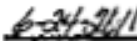
Workers Compensation must be written with acceptable carrier & rated A- or better in A.M. Best. EL limits must be \$500/500/500. for all states except TX and CA limits must be \$1000/1000/1000.

***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	300,000	50,000
1	3	Cart Barn	275,000	75,000
1	4	Restroom 6th hole	30,000	10,000
1	5	Restroom 14 Hole	30,000	10,000
			1,856,200	420,000
<i>Grand Total - All Locations</i>				2,276,200



Insured Signature



Date