

**Golf Course Management Agreement
Between
City of Bryan and The 1980 Phillips Group, LLC**

This Golf Course Management Agreement ("Agreement") is made and entered into as of the 15th day of February, 2018 ("Effective Date"), by and between the City of Bryan ("City"), a home rule municipal corporation of the State of Texas and The 1980 Phillips Group, LLC ("Contractor"), a Texas Limited Liability Company, with its principal offices at 1929 Country Club Drive, Bryan Texas 77802. For purposes of this Agreement, City and Contractor are collectively referred to as the "Parties", and each individually as a "Party".

RECITALS

WHEREAS, the City owns approximately 114 acres of land and improvements consisting of an 18-hole golf course and related facilities, formerly known as the Phillips Event Center Golf Course, located on Country Club Drive in Bryan, Brazos County, Texas, (hereinafter, collectively referred to as the "Golf Course Facility") as further defined herein, and more particularly described and depicted on the attached **Exhibit "A"**; and

WHEREAS, the CITY issued Request for Proposals # 18-013 (the "RFP") in order to select a qualified professional golf course manager/operator for the Golf Course Facility; and

WHEREAS, the CITY desires to enter into an agreement for management services with an experienced public/and or municipal golf course operator to provide certain management and operational services for the Golf Course Facility; and

WHEREAS, City desires to utilize the services and experience of Contractor to provide management and operational services for the Golf Course Facility, and Contractor desires to render such services, upon the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I.
DEFINITIONS.**

1.1 Definitions. The following terms, as used in this Agreement, shall have the following meaning, unless otherwise set out in this Agreement.

1.1.1 "Alcoholic Beverage Operations" shall have the meaning set forth in Section 4.1.19 of this Agreement.

1.1.2 “Annual Plan” shall include the Annual Budget and operations plan as recommended by the Contractor and approved in writing by the City Manager, and which is more fully defined in Section 6.1.

1.1.3 “Brazos Valley Area” shall mean the region of the State of Texas consisting of the counties of Brazos, Burleson, and Robertson (which collectively comprise the Bryan–College Station metropolitan area), and the neighboring counties of Grimes, Leon, Madison, and Washington.

1.1.4 “Capital Equipment” means any motorized equipment used to maintain the Golf Course Facility.

1.1.5 “Capital Expenditure and Capital Improvement” means any expenditure for new or replacement capital equipment or improvements to the Golf Course Facility that have an anticipated useful life equal to or greater than one year and a cost of no less than Five Thousand Dollars (\$5,000). A Capital Expenditure requires prior written consent by the City Manager. Examples of Capital Expenditures include but are not limited to a complete irrigation system replacement, construction of a new green, or the replacement of a cart path bridge.

1.1.6 “City” means the City of Bryan, a Texas home-rule municipal corporation and any department thereof.

1.1.7 “City Council” means the city council of the City of Bryan, Texas.

1.1.8 “City Manager” shall mean the person holding the position of City Manager of the City, or his or her authorized designee.

1.1.9 “Effective Date” means the effective date of this Agreement, which date shall be **February 15, 2018.**

1.1.10 “Employee Costs” shall mean the direct salaries and wages paid to or accruing for the benefit of persons employed by Contractor and assigned to carry out Contractor’s responsibilities under this Agreement at the Golf Course Facility and/or Pro Shop together with all fringe benefits payable to and accruing for the benefit of such employees, including employer’s contribution under the Federal Insurance Contributions Act (“FICA”), unemployment compensation, or other employment taxes, pension funds contributions, worker’s compensation, group life and accident and health insurance premiums, profit sharing, retirement, disability and other similar benefits, as determined by Contractor.

1.1.11 “Fees Schedule” shall have the meaning set forth in Section 3.9 of this Agreement.

1.1.12 “Force Majeure” shall have the meaning set forth in Section 13.1 of this Agreement.

1.1.13 “Golf Course Expenses” shall mean expenses for which the City is responsible to cover as part of the Golf Course Facility operations and maintenance costs. The Golf Course Expenses shall be agreed upon within the Annual Plan by the Contractor and the City. Expenses shall include but not be limited to expenses listed on the Annual Plan and any other expenses related to the operations of the Golf Course Facility.

1.1.14 “Golf Course Facility” means the golf course, driving range, practice greens, and all of the buildings, grounds, fixtures, structures, and all appurtenances thereto, more particularly described and depicted in **Exhibit “A”**, which is attached and incorporated herein.

1.1.15 “Golf Course Gross Profits” means Golf Course Gross Revenues less Golf Course Expenses.

1.1.16 “Golf Course Gross Revenues” means any and all revenue derived from Golf Course Facility operations or from a specified operation, to include: (i) all revenue derived from the proceeds of the sale of green fees, golf cart rentals, membership fees, tournament fees, and driving range fees.

The term Golf Course Gross Revenue does not mean or include the following:

- (a) Sales taxes, excise taxes, gross receipts taxes and other similar taxes now or later imposed upon the sale of merchandise or services and paid to the appropriate taxing authority, whether added to or included in the selling price;
- (b) Receipts in the form of refunds from, or the value of merchandise, supplies or equipment returned to, shippers, suppliers, or manufacturers;
- (c) The amount of any gratuities paid or given by customers to Golf Course Facility employees;
- (d) Gross receipts received by licensees or concessionaires, except to the extent any portion of such receipts is received by the Golf Course Facility;
- (e) Receipts from vending machines, except to the extent of commissions paid to Contractor or City;
- (f) Proceeds of insurance other than business interruption insurance or similar types of insurance;
- (g) Proceeds of any borrowings by Contractor or City;
- (h) Any additional funds provided by the City for, or paid by the City for, any Golf Course Facility purpose.

Golf Course Gross Revenues shall be reduced by any cash refunds or credits allowed on cancellations or returns by customers.

1.1.17 “Management Fee” shall have the meaning set forth in Section 8.1 of this Agreement.

1.1.18 “Marketing” shall mean any and all marketing, advertising and promotional plans prepared in writing by the Contractor or City for the Golf Course Facility during the Term.

1.1.19 “Notice of Golf Course Deficiency” shall mean the form attached to this Agreement as **Exhibit “H”** to be used to notify the Contractor of Deficiency Items as defined in Section 7.2.2.

1.1.20 “Operating Year” or “Fiscal Year” shall mean the City’s fiscal year, which is October 1 through and including September 30.

1.1.21 “Operating Period” shall mean the Term of this Agreement.

1.1.22 “Phillips Event Center Property” shall mean the real property and improvements owned by The 1980 Phillips Group, LLC and located adjacent to the Golf Course Facility.

1.1.23 “Pro Shop” shall mean a minimum 1269 sq. ft. retail golf shop to be operated by Contractor during the Term in accordance with this Agreement.

1.1.24 “Pro Shop Inventory” shall mean merchandise typically sold at pro shops at comparable public golf course facilities, including without limitation, clubs, bags, balls, golf shirts, golf tees, shoes, gloves, hats, and other golf apparel and accessories.

1.1.25 “Pro Shop Operations” shall have the meaning set forth in Section 4.1.11 of this Agreement.

1.1.26 “Weekends” shall mean the period commencing at 12:01 a.m. Saturday and ending at 11:59 p.m. on Sunday.

ARTICLE II. TERM.

2.1 Term of Agreement. The term of this Agreement shall be for a period of ten (10) years, beginning on the Effective Date and terminating at 11:59 pm Central Standard Time (CST) on February 14, 2028. An option to renew is limited to ten (10) years for a total term of twenty (20) years; a renewal option is subject to City Council approval. If the Contractor desires to exercise the ten (10) year option to renew the Agreement, the Contractor shall provide the City written notice no later than March 1, 2027. This Agreement is subject to annual appropriations of funds by the City Council to pay for the City’s performance herein.

2.2 Termination by City Upon the Occurrence of Certain Events. The City may terminate this Agreement immediately and without additional notice and without any additional compensation owing to Contractor hereunder, in the event that (i) Contractor has committed an Event of Default which has not been cured in accordance with the provisions of Article XII herein; or (ii) an event of bankruptcy or insolvency including but not limited to: (i) Contractor applies for or consents to the appointment of a receiver, trustee or liquidator of Contractor or of all or a substantial part of its assets; (ii) Contractor files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) Contractor files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Contractor; (iv) Contractor admits in writing its inability to pay its debts as they come due; (v) Contractor makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Contractor a bankrupt or insolvent or approving a petition seeking reorganization of Contractor or appointing a receiver, trustee or liquidator of Contractor or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for any period of thirty (30) consecutive days.

2.3 Transfer. Upon the termination or the expiration of the Agreement, all employees and agents of Contractor shall vacate the premises of the Golf Course Facility and shall have no further rights or duties thereon, except to ensure and organize a proper transfer of the premises, keys, equipment and property, records, all inventories, and funds of the Golf Course Facility back to the City.

2.4 Transition to New Management Company or Operator. Subsequent to Contractor receiving written notification of the termination or expiration of this Agreement pursuant to Sections 2.2 and 2.3 above, Contractor shall cooperate reasonably with the City to facilitate the planned transition of management responsibility to a new management company or operator or the City. In connection therewith, Contractor agrees to provide all requested documents and information in its possession relating to the Golf Course Facility (other than Contractor's proprietary information), and shall provide reasonable training, assistance, and direction to a new management company or operator or the City, and shall in good faith, endeavor to facilitate a smooth, seamless and efficient transition of management responsibility. Contractor's failure to comply with this Section 2.5 shall be a material default of this Agreement. Upon termination of this Agreement and without specific written approval, City shall not have access to the Pro Shop or Golf Cart Storage area owned by The 1980 Phillips Group, LLC.

ARTICLE III. GOLF COURSE OPERATIONS AND MANAGEMENT.

3.1 Management of the Golf Course by Contractor. City hereby contracts with Contractor as an independent contractor, during the Term, to manage and operate the Golf Course Facility pursuant to the terms of this Agreement, and Contractor agrees to manage and operate the Golf Course Facility for the City in such manner. City and Contractor agree they shall cooperate reasonably with each other to permit Contractor to carry out its duties under this Agreement. The Contractor is responsible for maintaining the course, grounds, landscaping, equipment, etc. of the Golf Course Facility by meeting standards as indicated in **Exhibit "G"** to be evaluated using the Evaluation Form attached as **Exhibit "C."** The referenced standards are considered minimum standards.

3.2 Overall Responsibilities. Contractor shall have the authority and responsibility to: (a) implement City policies and the operations standards for the Golf Course Facility as determined by the City; (b) implement additional policies and rules for the operation of the Golf Course Facility that are not in conflict with any City ordinances, State or Federal laws, city policies, the Golf Course Operational and Maintenance Standards or other terms of this Agreement; (c) manage and supervise all day-to-day operations of the Golf Course including starting, course marshals, grounds and turf maintenance, security, equipment maintenance, purchasing supplies, golf cart and equipment rental, and administration/management; (d) set tournament fees, and the fees and charges for Rental Operations, Alcoholic Beverage Operations, and Pro Shop Retail Operations, provided that such fees and charges shall be competitive with fees and charges imposed or charged by comparable public golf courses in the Brazos Valley Area; (e) employ, train and manage all employees assigned to carry out Contractor's responsibilities under this Agreement; (f) acquire and maintain all necessary licenses and permits for the operation of the Golf Course, including licenses related to alcoholic beverages; (g) manage all course reservations, tee times, memberships, and tournaments; (h) operate and maintain the driving range; (i) implement a marketing plan and promotional activities and events approved in writing by the City; (j) provide certain accounting functions; and (k) prepare such reports as set forth in this Agreement.

3.3 Condition of Golf Course Facility. Prior to the Effective Date of this Agreement, Contractor has inspected the Golf Course Facility and hereby accepts the condition of the Golf Course Facility for purposes of this Agreement on an "as is" basis. Failure for the Contractor to maintain the Golf Course Facility

according to terms of this agreement or negligence on the part of the Contractor could be considered breach of contract by the City.

3.4 Rules and Regulations. Contractor agrees to enforce all rules and regulations adopted by the City covering the conduct of the public and services offered in the use of the Golf Course Facility as it relates to the performance of services under this Agreement.

3.5 Public Golf Course Use Only. The Golf Course Facility shall be used only and exclusively for public golf course operations and such other purposes as are related thereto, which are approved in advance in writing by the City Manager.

3.6 Days and Hours of Operation. Except upon the occurrence of the events described in Sections 3.7 and 3.8 of this Agreement, the Golf Course Facility shall be operated on a daily basis all year and shall not be closed on holidays except for New Year's Day, Easter Day, Thanksgiving Day, and Christmas Day. Additionally, depending on turnout, the Golf Course Facility may close early on New Year's Eve and Christmas Eve at the Contractor's discretion. The hours of operation shall be in accordance with the approved schedule attached as **Exhibit "B"** - Hours of Operation, except for instances of inclement weather or when normal maintenance requires temporary closure. **Exhibit "B"** may be subject to modification in writing by the City Manager after consultation with the Contractor.

3.7 Temporary Suspension of Play. Whenever play must be temporarily suspended on the Golf Course Facility due to inclement weather or other conditions, the decision of when to allow play to resume, and when to allow carts to go out on the course, will be made by the Contractor.

3.8 Course Closure. In the event that the Golf Course Facility is not playable for a period of seven (7) consecutive days, for any reason, including acts of nature or vandalism, the City Manager may declare, for purpose of maintenance, that an emergency condition exists on such Golf Course Facility, except for seasonal closures which have already been taken into account in determining the Management Fee. The City and the Contractor will then jointly determine what changes in the normal level of maintenance staffing and services, if any, may be necessary, including additional hours of labor and/or materials.

3.9 Fees and Charges. The City Manager shall determine and set the green fees, including golf membership fees the Contractor shall charge and shall provide a schedule of such fees in writing to Contractor (the "Fee Schedule"). Any changes to the Fee Schedule are subject to prior written approval of the City Manager. All tournament fees, fees for rental of golf carts, driving range fees, golf clubs, and golf bags shall be set by Contractor, and shall be comparative and competitive with other quality public golf courses in the Brazos Valley Area. Contractor shall honor all pre-existing, pre-paid Bryan Municipal Golf Course and Phillips Event Center golf memberships. No discounted fees or discounted golf memberships shall be offered to City of Bryan employees or employees of Contractor, except for Contractor's employees or City Manager (or designee) for the purpose of evaluating the Golf Course Facility. At no time shall fees be greater than the City Council approved rates as established by resolution, which is subject to the City Council's discretion.

3.10 Signs. Contractor shall not post any signs at the Golf Course Facility without the prior written approval of the City Manager.

3.11 Golf Course Facility Name. The Golf Course Facility shall be known as the City Course at the Phillips Event Center. The parties acknowledge and understand that the names, logos, and designs used in the operation of the Golf Course Facility together with appurtenant goodwill, are the exclusive property of City. Any display of any Contractor logo or other corporate identification at the Golf Course Facility shall first be approved in writing by the City Manager, in his or her sole discretion.

3.12 Dress Code. Bathing attire, cut-offs and short shorts, halter-tops, tube tops, tank tops, running outfits, and similar types of recreational wear are not considered proper dress on the Golf Course Facility and shall not be permitted. Shirts and shoes shall be worn at all times at the Golf Course Facility. Men's shirts shall have sleeves. This dress code shall apply to all visitors, golfers, and employees, including any food and beverage servers on the Golf Course Facility.

3.13 Use of Existing Scorecards. Contractor agrees to provide to City, at no charge, all remaining score cards from the Phillips Event Center Golf Course or the City Course at the Phillips Event Center for use at the Golf Course Facility.

ARTICLE IV. CONTRACTOR'S OTHER RESPONSIBILITIES.

4.1 Golf Management Services. Contractor shall provide a professionally operated golf course, driving range, and practice greens in a manner that is consistent with other comparable public golf facilities and the performance and service goals of the City. Without in any way limiting Contractor's right to manage and operate the Golf Course Facility in accordance with the terms of this Agreement, Contractor shall, in addition to other obligations and responsibilities set forth in this Agreement, perform the following services.

4.1.1 Tee Time Management and Reservations. Contractor shall establish a system for advance reservations of golf tee times. Patrons must be able to make tee times by telephone, in person, or on-line. Contractor shall manage the tee-sheet to ensure that to the extent possible and within Contractor's control tee-times are on schedule and that golf is available from dawn to dusk. The tee reservation system must accurately capture and maintain customer data and play statistics. Contractor shall establish tee-time reservation policies, including policies related to walk-ins, partial rounds, advance tee-times, etc., subject to approval of the City Manager.

4.1.2 Starter and Marshal/Pace of Play. When necessary, guest assistance shall be provided on the golf course to manage pace of play, and through the starter to maintain accurate slotting times and maximize enjoyment of all golfers. Contractor shall ensure that all personnel are trained on the pace of play expectations and work closely to ensure successful management of same.

4.1.3 Leagues, Associations, and Tournaments. Contractor shall coordinate with existing leagues and associations to host tournaments at the Golf Course Facility, and shall seek out new leagues, and associations to increase the number of tournaments scheduled at the Golf Course Facility. Contractor shall

support the leagues, tournaments, and associations while maintaining a fair and equitable tee sheet. Contractor shall implement and coordinate with the City staff on any City sponsored or Golf Course Facility offered tournaments approved in writing by the City Manager. Contractor shall consummate arrangements for tournaments with golf associations and leagues, as well as concessionaires, licensees, or other group event users of the Golf Course Facility during the Term of this Agreement. Contractor may not enter into any tournament-related contracts obligating the City to expend any funds. Contractor shall honor existing Golf Course tournament agreements previously scheduled by the Interim Golf Course Manager or the City.

4.1.4 Course and Grounds Maintenance Services. The Contractor shall maintain the course, grounds and landscaping within the boundaries of the Golf Course Facility as to be evaluated using the Evaluation Form attached as **Exhibit "C."** The Contractor shall be responsible for purchasing (as part of the Golf Course Expenses) all supplies, parts, and equipment (e.g., hand tools, weed-eaters, edgers, etc.) necessary to operate and maintain the Golf Course Facility.

4.1.5 Building and Equipment Maintenance Services. Throughout the term of this Agreement, Contractor shall be responsible for the maintenance and repair, and for purchasing (as part of the Golf Course Expenses) all supplies, parts, and equipment for all buildings, structures, fixtures, and City owned-equipment, which may now or hereafter exist on or in the Golf Course Facility, inclusive but not limited to the maintenance of the landscaping, irrigation system, maintenance buildings, grounds, cart paths, equipment, golf carts, and course turf, excluding Capital Improvements.

4.1.6 Parking Area Maintenance. During the Term of this Agreement, the Contractor agrees to maintain the Parking Area, as identified on **Exhibit "E"**, in a good and usable condition. The Contractor is responsible for ordinary maintenance and repair of the Parking Area, including sanitation, parking lot striping, curb painting, crack filling, pot hole repairs, signage, and seal coating of the improved surfaces of the Parking Area, excluding Capital Improvements. A Capital Improvement or Expenditure requires the prior written approval of the City Manager.

4.1.7 Utilities. Contractor shall be responsible for establishing all utility accounts and paying for all utilities at the Golf Course Facility, including but not limited to water, electricity, gas, and waste management services.

4.1.8 Sanitation. Contractor shall keep the Golf Course Facility, Parking Area and all golf cart paths in a clean and sightly condition; free from accumulation of refuse or any offensive matter or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public or environmental health. Contractor shall maintain adequate trash facilities on the Golf Course Facility and shall empty the containers daily.

4.1.9 Safety. Contractor shall immediately correct any unsafe conditions to the Golf Course Facility, or notify the City Manager of any potentially unsafe conditions, as well as any potentially unsafe practices occurring thereon. The Contractor shall contact an emergency medical response provider as soon as reasonably possible after becoming aware of any person on or at the Golf Course Facility who is in need of medical attention because of illness or injury. Contractor shall cooperate fully with the City Manager in the investigation of any accidental injury or death occurring at the Golf Course Facility and shall submit within

twenty-four (24) hours to the City Manager an accident report (see Incident Report Form; **Exhibit “D”**) describing any injuries or deaths at the Golf Course Facility. An incident log will be maintained at the Golf Course Facility by the Contractor.

4.1.10 Safety/Environmental Regulations and Security. Contractor shall take all reasonable actions to protect the safety of all Contractor’s employees, customers, and City’s representatives. Contractor shall comply with all safety and environmental regulations of federal, state, and local governmental agencies, and applicable federal occupational, health, and safety laws and regulations, as well as the American National Standards Institute Safety Standards. The Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. All spills, accidents, injuries, or claims or potential claims shall be reported promptly to the City Manager and appropriate emergency officials.

4.1.11 Pro Shop Operations. Contractor shall operate a Pro Shop at a City approved location on the Phillips Event Center Property. Contractor shall maintain the Pro Shop in good order, condition and repair. The Pro Shop shall be open during the days and hours of operation of the Golf Course Facility. Contractor shall provide at all times an adequate supply and variety of quality Pro Shop Inventory for resale in the Pro Shop. All green fees, golf membership fees, driving range fees, and tournament fees (including any cancellation fees) shall be collected at the Pro Shop. Contractor shall provide all furnishings and equipment for the Pro Shop, including but not limited to furniture, displays, decorative accessories, cash register, office equipment, computers, copy machine, facsimile machine, and telephone systems.

4.1.12 Food and Beverages. Contractor shall be responsible for providing food and beverages for customers on the Phillips Event Center Property. Contractor shall maintain food and beverage facilities in good order, condition and repair and shall be open during the normal operating hours of The Quarry Bar and Grill unless determined that a demand from the golf course dictates a modification. The cost of providing food and beverages shall be borne by the contractor and revenues derived from food and beverage sales shall be the Contractor’s and shall be excluded from funding under this Agreement.

4.1.13 Collection of Fees. All fees shall be collected at the Pro Shop. Patrons must be able to pay by cash, check, or major credit card (Visa and MasterCard minimally). Contractor agrees that any credit card charges are incorporated-into and not in-addition-to Fee Schedule rates or other publicized rates and charges set by Contractor under this Agreement.

4.1.14 Point of Sale System. Contractor shall utilize a point of sale system that accurately records and tracks all revenue. The point of sale system used must integrate with an accounting package for daily download and tracking of revenue and rounds played. Golf Course Revenues shall be tracked separately from Pro Shop Retail Operations and Alcoholic Beverage Operations.

4.1.15 Rental Operations. Contractor is responsible for the City’s fleet of golf carts for rent to golfers using the Golf Course Facility, inclusive of tournaments. Contractor shall maintain golf carts based on the manufacturer’s recommended standards, and all golf carts shall be kept in a clean and presentable condition to present a good image of the Golf Course and to provide a quality riding experience. Contractor shall prepare carts with sand; scorecards and writing utensils shall be available in the Pro Shop. Carts that are in

need of repair shall be repaired and returned to service in an expeditious manner. Contractor shall provide at all times an adequate supply of hand/walking carts, golf clubs, and golf bags available for rental. All golf carts, and the hand/walking carts, golf bags, and clubs available for rental shall be properly stored in a secure area on the Phillips Event Center Property (the “Storage Area”). Contractor shall maintain the Storage Area in good order and repair, in a slightly condition, and free of trash and debris. Any change to policies regarding use of carts require prior written approval by the City Manager.

4.1.16 Equipment Maintenance. Contractor shall exercise general supervision over and shall be responsible for the proper use, care, and maintenance of all City owned equipment used for Golf Course Facility operations, inclusive of but not limited to golf carts, mowers, utility vehicles, sand rakes, aerators, tractors, power equipment, etc. The Contractor shall have a mechanic available weekdays, weekends, and holidays to make necessary repairs to ensure equipment remains in quality operational standards. The Contractor shall keep a log of repairs to equipment; the log will identify each piece of equipment, date and type of repair/maintenance performed, and the result of the repair/maintenance; the log shall be available for the City to review at any time. If equipment becomes inoperable, inefficient, or unsafe, the Contractor will immediately provide City written notice. The decision to replace equipment is solely at the City’s discretion. Equipment and parts damaged by the negligence of Contractor or Contractor’s employees or agents shall be repaired or replaced by Contractor, at Contractor’s sole expense.

4.1.17 Maintenance Facilities and Surrounding Area. The Contractor shall at all times keep the maintenance facilities and surrounding area in an orderly condition; free of trash, debris, and unusable equipment; and in a safe condition to eliminate accidents.

4.1.18 Licenses, Utilities, Repairs, Etc. The Contractor shall be responsible for securing necessary contracts or other appropriate agreements to acquire electricity, water, sewer, solid waste, and other utility services necessary for the normal operations of the Golf Course Facility. Furthermore, the Contractor shall be responsible to consummate arrangements with concessionaires, licensees, tenants, etc. that may be associated with the Golf Course Facility. The Contractor also is responsible for all repairs, replacements, additions, revisions, alterations, and improvements to the Golf Course Facility as shall be reasonable necessary for the maintenance of the Golf Course in good order, condition, and repair, subject to the terms of this Agreement.

4.1.18.1 Contracts, Agreements, and Purchases. All leases, contracts, purchases, and other agreements relating to the operation and maintenance of the Golf Course Facility (including such agreements for golf professionals, repair services, pest control, fertilizers, chemicals, sand/soil, turf, amendments, supplies, landscaping services, tournament services, banquet services, food and beverage services, etc.) entered into during the term of this Agreement shall be entered into by the Contractor as the contracting party.

4.1.18.2 Alterations to the Golf Course Facility. The Contractor shall not make substantial alterations, additions, changes, or revisions to the Golf Course Facility without prior written consent of the City Manager.

4.1.19 Alcoholic Beverage Operations. Contractor shall have the exclusive right and duty to provide alcoholic beverage for sale for the Golf Course Facility and alcohol catering services for tournament events,

to include beer and wine (“Alcoholic Beverage Operations”). Contractor is required to maintain all liquor licenses required for the Alcoholic Beverage Operations at the Golf Course Facility for the duration of the Term of this Agreement. Contractor agrees to assume sole responsibility for all costs associated with the Alcoholic Beverage Operations, including but not limited to costs of goods sold and fees associated with obtaining and maintaining applicable liquor licenses. Contractor shall be entitled to all revenue derived from the Alcoholic Beverage Operations.

4.1.19.1 Beverage Cart. Contractor is responsible for providing beverage cart services on the Golf Course Facility. Such services are to be provided during peak golfing periods, including but not limited to Fridays, Saturdays, Sundays, and holidays. The Contractor has the exclusive right and duty for Alcoholic Beverage Operations upon the Golf Course Facility, and as such, is responsible for costs associated with the service – inclusive of a quality beverage cart – and receives all revenues associated with such services.

4.1.20 Marketing. Contractor shall use its best efforts to implement a marketing plan for the Golf Course Facility, including but not limited to website, internet, and/or e-mail marketing efforts, brochures, promotional fliers, etc. Any commercial advertisements, press releases, articles, or other written media information generated by Contractor using City's name or the name of the Golf Course Facility shall be subject to the prior approval of the City Manager, which approval shall be given or withheld in the City Manager's sole and absolute discretion. The Contractor will coordinate marketing efforts with the City.

4.1.21 Contractor Licenses and Permits. Contractor shall maintain, all licenses and permits required of Contractor in connection with the operation and management of the Golf Course Facility, including but not limited to liquor licenses. Contractor agrees to execute any and all applications and such other documents as shall be reasonably required and otherwise cooperate, in all reasonable respects, with City and the new operating entity in the application for, and/or lawful transfer if any, of such licenses and permits to the City or new operating entity at the request of the City.

4.1.22 Consultation. Contractor shall, as part of its services hereunder and without additional compensation, make its staff available to City upon request for consultation regarding the Golf Course Facility, including, but not limited to business operations, marketing and promotions, additional equipment, repairs, Capital Improvements or projects, which may include modifications to structures or the course.

4.1.23 Transitions Services. The Contractor shall provide assistance and consulting services to the City in the transition of management and operations of the Golf Course Facility if a new operating entity (Contractor) is selected or if the City assumes operations of the Golf Course Facility.

4.1.24 Impositions. It shall be Contractor’s responsibility to pay all taxes and assessments, including but not limited to sales taxes, resulting from the sale, rental, or purchase of Pro-shop Inventory, Alcoholic Beverage Operations, and other operations owned by the Contractor. Contractor shall pay all applicable Contractor licenses and permit fees when due.

4.1.25 Insurance and Legal Requirements. The Contractor shall use its best efforts to do, or cause to be done, all such acts and things in and about the Golf Course Facility and Pro Shop as shall be reasonably necessary to comply with all Insurance Requirements and Legal Requirements.

4.2 Personnel. Contractor shall employ and supervise all managers, golf professionals, and other personnel necessary to carry out Contractor's responsibilities under this Agreement to be performed at the Golf Course Facility and/or at the Pro Shop. Contractor shall at all times provide and maintain a sufficient number of employees to competently perform all of Contractor's responsibilities under this Agreement. Contractor shall also take special care to ensure that all employees are qualified for their positions and have the ability to relate to the public in the context of a municipal golf course.

4.2.1 Employees. Employees are employed by the Contractor and in no way shall be considered to be employees of the City and shall not be eligible for any benefits or pay from the City. Contractor shall be responsible for all of Contractor's Employee Costs, and all employee training and travel-related expenses for Contractor's employees. Where applicable, the Contractor is expected to allocate the cost of employees providing work under this agreement and work outside of this agreement, and maintain records to support those allocations.

4.2.2 General Manager. Contractor shall employ a general manager who shall be responsible for the day-to-day management and operation of the Golf Course Facility. The general manager shall be reasonably available during normal working hours to meet with the City Manager. After normal working hours, the general manager shall be reasonably available to appear at the Golf Course Facility if deemed necessary by the City Manager.

4.2.3 Course Maintenance Personnel. Contractor shall employ sufficient personnel required to professionally maintain the course in accordance with the Golf Course Operations and Maintenance Standards including but not limited to a golf course superintendent, grounds maintenance crew, and other personnel necessary to appropriately maintain the Golf Course Facility.

4.2.4 Office Operations. Contractor shall employ sufficient administrative staff to permit Contractor to competently perform Contractor's obligations under this Agreement. Contractor shall make available to the City Manager, upon request, copies of all Contractor corporate policies and procedures, as such may be changed from time to time.

4.2.5 Qualifications and Training. The Contractor shall employ qualified personnel with skills and certifications appropriate to the position to which they are appointed. All employees shall be indoctrinated and trained in the Golf Course Facility policies, schedules, customer service, and public relations concerns of Contractor and City. Contractor's employees shall conduct all work operations while dealing with the public in a courteous manner. Grounds Maintenance employees shall be trained in the proper method of cleaning, handling, and operation of golf course maintenance equipment and supplies.

4.2.6 Contact Information for Key Employees. At all times, Contractor shall provide the City Manager with the names and current telephone numbers (business, cell phone, and home number, if applicable) of all key Golf Course Facility staff, including minimally, the general manager and golf course superintendent who can be called by the City or its representatives at any time that a critical situation occurs during hours when Contractor's normal work force is not present. Such employee will have full power and authority to take all actions on behalf of Contractor required to address the emergency or said critical situation.

4.2.7 Background and Drug Screening/Harassment. The Contractor shall be committed to promoting a drug-free workplace. To this end, all employees must pass a drug screen and criminal and sexual predator background screening similar to that required of City employees. Contractor shall have in place policies that prohibit any form of harassment in the workplace.

4.2.8 Employee Identification and Uniform. Contractor's grounds maintenance employees shall wear a Contractor provided uniform, or in some way be recognizable as Contractor's employees. The logo, seal, or name of the City shall not be used without written permission of the City. Contractor's other staff shall wear clothing appropriate for a golf setting and in keeping with the professional image that both Contractor and City desire to present to the public.

4.2.9 Equal Employment Opportunity. Contractor shall be committed to the principle of Equal Employment Opportunity. Contractor shall recruit, hire, train, and promote individuals that are qualified, and shall implement and administer all personnel policies and other employment actions without regard to race, color, religion, creed, age, sex, national origin or ancestry, marital status, status as a qualified handicapped or disabled individual, or any impermissible factor in accordance with applicable law.

4.3 Water Well. Contractor is responsible for water well operations, inclusive of monthly meter readings, which are to be provided in a monthly report to the City and to the holder of the Brazos Valley Groundwater District (BVG D) Use Permit # BV-HU-0069, or any future permit as required to access groundwater. The monthly report shall be due to the City by the 5th of the month and to the holder Permit # BV-HU-0069 by the 15th of the month or a date necessary to meet the requirements established by the BVGD.

4.3.1 Water Well Maintenance. Contractor is responsible for general well maintenance. Any repairs in excess of \$5,000 in a given year require the City Manager's prior written approval. Costs associated with repairs are part of the Golf Course Facility operational cost.

**ARTICLE V.
CITY'S OTHER RESPONSIBILITIES.**

5.1 Capital Equipment. The City shall provide all Capital Equipment reasonably required for the repair, operations, and maintenance of the Golf Course Facility in accordance with the terms of this Agreement.

5.2 Golf Carts. City shall provide golf carts to be used on the Golf Course. Such carts shall be placed in the Contractor's responsibility, and Contractor shall be responsible for maintaining and storing golf carts as defined in Article IV.

5.3 Capital Improvements. It is expressly understood and agreed by the parties that the decision to make any Capital Improvements is solely within the City's control and discretion. All costs and expenses of Capital Improvements shall be paid by City, but the Contractor is not restricted from using Contractor's funds to pay for Capital Improvements; ownership of all Capital Improvements shall remain with the City at all times during and after the term of this Agreement. A Capital Improvement requires the prior written approval of the City Manager.

ARTICLE VI.
ANNUAL PLAN, BUDGET, ACCOUNTS, RECORDS, AND FINANCIAL REPORTS.

6.1 Annual Plan and Annual Budget. The Contractor shall submit to the City Manager, initially within thirty (30) days after the Effective Date hereof, and thereafter on or before May 1 of each year, the Annual Plan for the Golf Course Facility for the upcoming five (5) Fiscal Years. The immediately upcoming Fiscal Year of the Annual Plan shall constitute the “Annual Budget”. The Annual Budget shall include a monthly detailed line item operating budget containing good faith estimates of all Golf Course Expenses and Capital Expenditures. The Annual Plan and the Annual Budget shall contain line item detail consistent with **Exhibit “I”**. The Annual Budget shall include a comparison to the annual operating budget and revenue and cost projection for the immediately preceding year and an explanation of variances. Years two through five of the Annual Plan shall contain annual totals only and does not require comparisons. The Annual Plan shall also include an operations and maintenance plan (including but not limited to operating policies, standards for operations, and quality of service standards), a staffing plan, a marketing plan, and a Capital Improvement plan. **The City shall have the final approval and final decision-making authority over the Annual Budget.**

The Annual Budget will be agreed upon by the Contractor and the City Manager within sixty (60) days of the Annual Plan being delivered by the Contractor to the City.

If the City fails to approve the Annual Budget within the 60-day period or to advise the Contractor in writing of objections to the Annual Budget within such period, then the City shall be deemed to have not approved the Annual Budget as submitted. If the City fails to approve the Annual Budget, the Contractor shall continue to manage and operate the Golf Course Facility in accordance with standards set forth in this Agreement at a level of expenditures comparable to those of the proceeding Annual Budget, subject to the City Council’s appropriation of such.

As stated above, the Annual Plan, except for the initial Annual Plan, shall be submitted on or before May 1 of each year for the upcoming five (5) Fiscal Years. The proposed Annual Plan should be updated each year for the operating revenues and costs consistent with the then proposed operating plan.

6.2 Compliance with Annual Budget. The Contractor shall comply with the applicable Annual Budget. The Contractor has the ability to reallocate funds from individual expense line item to another expense line item within the Annual Budget without the prior written approval of the City Manager so long as the total actual amount expended per any fiscal year for Course Expenses is not higher than the total amount budgeted for that fiscal year in the Annual Budget. Total expenditures made in excess of the amount budgeted for the fiscal year in the Annual Budget shall constitute a breach of this Agreement by the Contractor, unless a budget amendment is approved by the City Manager. The Contractor shall immediately notify the City Manager in the event the Contractor has reason to believe the Course Expenses will exceed the amount budgeted; the Contractor will provide the City Manager justification or explanation for the budget variance. The Contractor, upon the City’s written approval of a budget amendment, is entitled to make additional expenditures.

6.3 Quarterly Review of Annual Budget. Every three (3) months the Contractor and the City Manager shall meet to review the Annual Budget and operations of the Golf Course Facility. During such review, the Contractor and City Manager may agree in writing to amend or revise the Annual Budget to take into consideration variables and events that did not exist or that could not be anticipated by the Contractor or the City at the time the Annual Budget was prepared. The Contractor nor the City shall be under legal obligation to approve modifications to the Annual Budget.

6.4 Expenses and Taxes. The Contractor shall pay all operating and maintenance expenses for the Golf Course Facility, which expenses shall include, but not be limited to, payments of all monthly payroll and related expenses, procurement of supplies, parts and equipment necessary for the operation and maintenance of the Golf Course Facility, any equipment leases, and repair and/or other service contracts. The Contractor will collect from, report, and remit on behalf of the City, state sales, use, value-included, and excise taxes on sales and rentals at the Golf Course Facility. The Contractor will not pay Federal or State income taxes levied on the City. In the event, that any ad valorem taxes are levied on the Golf Course Property, City shall be responsible for the payment of such taxes, which shall be considered a Golf Course Expense, with the exception of any ad valorem taxes owed by Contractor to City under the December 21, 2017 Purchase and Sale Agreement between City and Contractor as “Seller” and under the December 21, 2017 Real Estate Conveyance Agreement between City and Contractor as “Donor”. Except as set forth herein, Contractor shall not be liable for Federal, or other State, or local taxes of any kind whatsoever levied against the City or the Property in relation to the Golf Course Facility ownership, leasing, or operations.

The Contractor shall file and appeal, if necessary, personal and real property taxes at the request, direction and expense of the City.

6.5 Books and Records. Contractor shall keep full and accurate books of account and such other records as are necessary to reflect the Contractor’s operation of the Golf Course Facility and other responsibilities under this Agreement. All accounting records shall be maintained in accordance with generally accepted accounting principles and shall be maintained on a cash basis. All such books, records, and reports shall be maintained separately from other facilities or business activities operated by Contractor. Contractor agrees to maintain reasonable and necessary accounting, operating, and administrative controls relating to the financial aspects of the Golf Course Facility and such controls shall provide checks and balances designed to protect the Contractor and the City. Contractor shall maintain all financial and accounting books and records for a period of at least five (5) years after the expiration or earlier termination of this Agreement, and City shall have the right to inspect and audit such books and records during such period as provided in Section 6.5.2 below.

6.5.1 Inspection of Books and Records. Upon seven (7) days prior written notice to Contractor, which notice shall set forth the reasonable date and time that City desires to inspect the books and records, City or its authorized agents, auditors, or representative shall have the right during normal business hours to review, inspect, audit, and copy the books, records, invoices, deposit receipts, canceled checks, and other accounting and financial information maintained by Contractor in connection with the operation of the Golf Course Facility. All such books and records shall be made available to City at the Pro Shop, unless City and Contractor agree upon another location. City, at its own expense, shall have the right to retain an independent accounting firm to audit the books and records of the Golf Course Facility from time to time.

6.5.2 Contractor Accounting Software. The parties acknowledge and understand if the accounting software to be used by Contractor to perform his responsibilities under this Article is owned by Contractor, City shall have no rights or interests in such software.

6.6 Reports to City. Contractor shall deliver to City the following financial statements and reports in a form acceptable to the City Manager.

6.6.1 Golf Course Monthly Report. During the term of this Agreement, within five (5) days of the end of each month, the Contractor shall prepare a Golf Course Monthly Report of all Golf Course Gross Revenues collected by Contractor. The monthly report shall include the number of rounds played, amount of green fees collected, amount of cart fees collected, number of memberships purchased, amount of memberships purchased, tournament revenue, the number of pre-existing memberships honored for the day, the number/type of driving range purchases, and any other revenue to be received by the City regarding the Golf Course Facility; these are the Golf Course Gross Revenues. The Golf Course Monthly Report shall also include all categorized expenses associated with the Golf Course Facility; these are the Golf Course Expenses and Capital Expenditures (if any). The Golf Course Monthly Report shall compare budget, actuals, and the previous year amounts at the level of detail reflected in the monthly reports included in **Exhibit "I"**.

6.6.2 Monthly Reconciliation and Funding. During the term of this Agreement, within fifteen (15) days of the end of each month, the Contractor shall prepare a Monthly Funding Reconciliation based on the Golf Course Monthly Report. The Monthly Funding Reconciliation shall summarize total Golf Course Gross Revenues to be remitted to the City and total Golf Course Expenses and other costs to be paid by the City under this agreement. The difference shall constitute the net funding requirement. If Golf Course Gross Revenues are greater than Golf Course Expenses and other costs, then the Contractor shall provide the City a payment of the difference within twenty (20) calendar days of the end of the reporting month. If Golf Course Expenses and other costs are greater than Golf Course Gross Revenues, then the City shall provide the Contractor a payment of the difference within twenty (20) calendar days of the end of the reporting month.

6.6.3 Loss Reports. The Contractor shall submit a Loss Report to the City Manager within 48 hours for any loss of any City-owned asset, including cash and revenue. The report shall be submitted on the City's Loss Report Form (see **Exhibit "F"**) and shall include:

- A. The exact or estimated amount of the loss.
- B. Composition of the loss (cash/checks).
- C. Date of the loss.
- D. When and how the loss was discovered.
- E. Whether it is known, who is responsible for the loss, (and, if so, the name).
- F. When possible and appropriate, a copy of the police report shall be included in the report to the City.
- G. Whether the loss is covered by insurance.

6.7 Inventories. Contractor and the City Manager shall jointly inventory City-owned equipment following a mutually agreeable schedule.

6.8 City's Meeting. The Contractor shall, no less than once per month, meet and consult with the City regarding the Golf Course Facility and its operations at a time, date, and place designated by the City. At the City's discretion, the City's Meeting can be one and the same as the Monthly Inspection.

6.9 Assignment of Operations. The Contractor shall operate the Golf Course Facility through The 1980 Phillips Group, LLC. Upon a termination of this Agreement, the Contractor shall assign to the City's designee all operating accounts, vendor accounts, inventory, accounts receivable, deposits and accounts payable, which transfer shall be completed upon the Contractor receiving all fees due pursuant to this Agreement. The Contractor shall, without additional payment by the City, cooperate beyond termination with the City and any replacement contractor for a reasonable period after termination (and not less than thirty (30) days) to facilitate the orderly transition of the management of the Golf Course Facility.

ARTICLE VII. OPERATION AND MAINTENANCE STANDARDS.

7.1 Operations and Maintenance Standards. The parties acknowledge and agree that at all times during the term of this Agreement, the Golf Course Facility shall be operated and maintained in accordance with the Golf Course Facility Operations and Maintenance Standards (**Exhibit "G"** and using the Evaluation Form, which is **Exhibit "C"**), and the terms of this Agreement. **Contractor's failure to maintain the Golf Course in a manner consistent therewith, as measured by the inspection and evaluation process set forth herein, shall constitute a breach of this Agreement.**

7.2 Inspection and Evaluation Process. From time to time, but not less than monthly during the term of this Agreement, the City may conduct both scheduled and unscheduled inspections of some or all of the Golf Course Facility, without interrupting the normal operations, for purposes of evaluating compliance with the Golf Course Operations and Maintenance Standards.

7.2.1 In conducting such inspection and evaluation, the City Manager shall complete the Golf Course Operations and Maintenance Evaluation Form, or applicable portions thereof, and shall promptly thereafter provide Contractor a copy of the completed form or applicable portion thereof. City agrees that the City Manager shall act reasonably and in good faith in making the determination of whether the Golf Course Operations and Maintenance Standards, or applicable portion thereof, have been met.

7.2.2 As set forth in **Exhibit "C"**, the Golf Course Operations and Maintenance components shall be rated as "Acceptable," "Needs Improvement," and "Unacceptable." An overall rating using the same scale also shall be determined on not less than a monthly basis. Notwithstanding Contractor's obligation to correct Deficiency Items as set forth below, Contractor shall be in compliance with the Golf Course Operations and Maintenance Standards unless an overall rating is determined to be "Unacceptable." The rating of an item as "Unacceptable" or "Needs Improvement" shall, upon Contractor's receipt of the Golf Course Operations and Maintenance Evaluation Form, constitute a Notice of Golf Course Deficiency (**Exhibit "H"**) with respect to the deficient item(s).

7.2.3 Within five (5) business day after receipt of the Golf Course Operations and Maintenance Evaluation Form, the City Manager and/or City's course contract administrator, general manager of the Golf Course, and the golf course superintendent if necessary, shall meet to review the Deficiency Item(s), including the corrective actions Contractor intends to take to correct the Deficiency Item(s). Contractor has the right to appeal to the City Manager any determination or assessment and provide an explanation for such evaluation, or ask for a different City inspector/evaluator. If sufficient explanation is provided and/or a different City inspector/evaluator has a different assessment, said assessment shall be modified by the City.

7.2.4 Within three (3) business days after said review and mutual agreement regarding the Deficiency Item(s), Contractor shall complete the "Statement of Corrective Action" within the Notice of Golf Course Deficiency form detailing the steps Contractor intends to take to correct each Deficiency Item and the time schedule for completion of corrective action and submit the Statement of Corrective Action to the City for written approval. Unless the City Manager states in writing otherwise, all deficiencies shall be corrected within five (5) business days of the issuance of the Statement of Corrective Action, or if no Statement of Corrective Action is issued or approved by the City Manager, then ten (10) business days from the meeting described above. When a Deficient Item has been satisfactorily corrected in the judgment of the City Manager, the City Manager and the general manager of the Golf Course shall each sign the Notice of Golf Course Deficiency acknowledging completion of the corrective action.

7.2.5 Results of Contractor's Failure to Take Corrective Action. Except as provided in Section 7.2.6 below, if Contractor obtains an overall rating of "Unacceptable," or fails to take action to timely correct any Deficiency Item(s), the following shall occur:

(a) If there are two (2) consecutive months in which the Golf Course Operations and Maintenance Evaluation Form indicates that Contractor's management of the Golf Course has obtained an overall rating of "Unacceptable," the City shall be entitled to offset from Contractor's Management Fees, an amount of Two Thousand Dollars (\$2,000) per month, and such deduction amount shall be retroactive to the first of the two (2) consecutive months and shall continue until Contractor's management of the Golf Course achieves an overall rating of "Acceptable" as indicated on the Golf Course Maintenance Evaluation Form. In addition, any failure to achieve an overall rating of "Acceptable" on three (3) separate occasions in any two-month period, shall be considered a material breach of this Agreement.

(b) City shall further be entitled to offset from the Contractor's Management Fee the amount of Five Hundred Dollars (\$500.00), but not to exceed Two Thousand Dollars (\$2,000.00) per month for each Deficiency Item that is not timely corrected. Such offset shall be imposed as of the date the Deficiency Item was to have been corrected and shall continue each month thereafter until such Deficiency Item has been corrected as indicated by the signature of the City Manager, or his/her designee, and the Contractor's general manager for the Golf Course Facility on the Notice of Golf Course Deficiency as described in Section 7.2.2.

7.2.6 Exclusions from Imposition of Deductions. The following items shall be considered exclusions for the purpose of determining whether there have been two (2) consecutive months with overall ratings of "Unacceptable" and for the purpose of determining whether an outstanding Deficiency Item has been timely

corrected: (a) any outstanding Deficiency Item that Contractor is diligently and timely correcting in accordance with the time schedule jointly agreed to in writing by the City Manager and the general manager of the Golf Course as provided in Section 7.2.4; (b) any Deficiency Item in which the correction is considered a Capital Improvement but only if and to the extent Contractor, in light of its expertise and experience as a manager of a quality public course, could not have taken reasonable measures to prevent or mitigate the Deficiency Item from occurring; (c) any Deficiency Item that Contractor is unable to correct because of the occurrence of a "Force Majeure Event" (as defined in Article XIII of this Agreement) but only to the extent Contractor, in light of its expertise and experience as a manager of first class golf courses, could not have taken reasonable measures to prevent or mitigate the Force Majeure Event; and (d) any Deficiency Item that Contractor is unable to correct due to City's lack of responsibility to provide sufficient operating inventory or equipment reasonably necessary to effect such correction when obligated to do so under the Terms of this Agreement.

7.2.7 Acknowledgement of Parties Concerning Offsets.

THE PARTIES HERETO AGREE THAT THE MAXIMUM \$2,000.00 PER MONTH OFFSET FROM THE CONTRACTOR'S MANAGEMENT FEE CONSTITUTES A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES THAT THE CITY WOULD SUFFER DUE TO A FAILURE BY CONTRACTOR TO ADHERE TO THE REQUIRED PERFORMANCE LEVEL, CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE CHARGES TO THE RANGE OF HARM TO CITY THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT. THE AUTHORITY OF THE CITY TO EFFECT SUCH DEDUCTIONS SHALL NOT LIMIT THE CITY'S TERMINATION RIGHTS AS SET FORTH IN THIS AGREEMENT. IN PLACING ITS INITIALS AT THE PLACES PROVIDED HEREIN BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY HAS BEEN REPRESENTED BY COUNSEL WHO HAS EXPLAINED THE CONSEQUENCES OF THE OFFSET PROVISIONS AT OR PRIOR TO THE TIME EACH EXECUTE THIS AGREEMENT.

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7.3 Inspection Report Retention. The City shall retain all written report(s) of such inspections for reference and a copy of the report shall be forwarded to Contractor. Contractor shall review the report and prepare a written response to the noted exceptions and findings within 10 (ten) calendar days of the receipt of the report, including contemplated courses of action to correct the noted exceptions and findings. After consulting with the City Manager, Contractor shall take corrective action suggested in writing by the City Manager.

**ARTICLE VIII.
COMPENSATION.**

8.1 Management Fee. As compensation for Contractor's services hereunder, City shall pay Contractor a base management fee (the "Management Fee") of Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-three Cents (\$8,333.33) per each full month during the Term of this Agreement. The Base Management Fee shall be payable in arrears by the City within thirty (30) days of the previous month invoice; Contractor is responsible for providing the City a monthly invoice by the fifth (5th) day of the following of month. After the first five (5) years, the Management Fee will increase by an amount equivalent to the previous year's annual Consumer Price Index for All Urban Consumers (CPI-U). The Contractor shall be responsible for including a requested increase, based on the CPI-U, in the sixth (6th) year budget and every year thereafter. Failure to budget an increase results in no increase to the Contractor's Management Fee.

8.2 Profit Sharing. The City and the Contractor shall share equally in the Golf Course Gross Profits, after deducting the General Manager's bonus as set forth in Section 8.4 of this Agreement. Within thirty (30) days of the end of each Fiscal Year, the Contractor shall invoice the City for the Contractor's portion of the Golf Course Gross Profits. After receiving the Contractor's invoice, the City shall have thirty (30) days to verify the invoice and make payment to the Contractor.

8.3 Other Fees/Costs. The City shall pay one-half the Contractor's expense for a General Manager and a Controller, with the City's first full year's annual cost being \$63,446. After the second year of this Agreement, the Contractor shall evaluate the time dedicated to the operations of the Golf Course Facility by the General Manager and the Controller, and charge the City for actual estimated time devoted to the Golf Course Facility. One-half the Contractor's expense for a General Manager and a Controller shall be considered Golf Course Expenses and shall be included in the Annual Budget and shall be funded through the Monthly Reconciliation and Funding.

8.4 General Manager Bonus. Within thirty (30) days after the end of each Fiscal Year, the Contractor shall invoice the City for the General Manager's bonus, which amount shall be two (2) percent of the Golf Course Gross Profits. After receiving the Contractor's invoice, the City shall have thirty (30) days to verify the invoice and make payment to the Contractor.

**ARTICLE IX.
GOLF CARTS, EQUIPMENT, AND SUPPLIES TRANSFERS.**

9. Golf Carts, Equipment and Supplies Transfers. Upon the Effective Date of this Agreement, the Contractor shall transfer to the City ownership of golf carts, equipment, and supplies as identified in **Exhibit "J"**. Within thirty (30) days of the transfer of all items listed in **Exhibit "J"**, the City shall provide the Contractor with a payment of Two Hundred Thirty-Two Thousand Dollars (\$232,000) for the items listed in **Exhibit "J"**.

**ARTICLE X.
INSURANCE REQUIREMENTS.**

10. Required Insurance. The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this contract with the City. All parties to this contract hereby agree that the Contractor's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

10.1 Certificates of Insurance. Contractor must deliver to City a certificate(s) of insurance evidencing such policies are in full force and effect within ten (10) business days of notification of the City's intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the City. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within ten (10) business days may cause the contract to be rejected or terminated.

10.2 Right to Review and Adjust. City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

10.3 Workers' Compensation Insurance & Employers Liability Insurance. Contractor shall maintain Workers' Compensation insurance for statutory limits and Employers Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. Contractor shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.

10.4 Commercial General Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City. The City and its agents, officers, officials, and employee shall be listed as an additional insured.

10.5 Business Automobile Liability Insurance. Contractor shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.

10.6 Liquor Liability. Liquor Liability - Limit of liability not less than \$5,000,000 per occurrence. The Contractor agrees to maintain Liquor Liability. Liquor includes beer or wine. City and its agents, officers, officials, and employee shall be listed as an additional insured.

10.7 Commercial Crime/Fidelity Bond. Commercial Crime/Fidelity Bond - Limit not less than Five Thousand Dollars (\$5,000.00). Contractor agrees to furnish a Commercial Crime/Fidelity Bond for Employee Dishonesty on a blanket basis. The bond shall be endorsed to cover “Third-Party” liability including a clause in favor of the City.

10.8 Policy Limits. Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Contractor agrees to endorse City and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure “True Follow Form” basis.

10.9 Deductibles, Coinsurance Penalties & Self-Insured Retention. Contractor may maintain reasonable and customary deductibles, subject to approval by the City. Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

10.10 Subcontractors. If the Contractor’s insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

10.11 Acceptability of Insurers. Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-: VI or better by AM Best Insurance Rating.

10.12 Evidence of Insurance. A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City within ten (10) business days by the successful Contractor’s insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City.

10.13 Renewal certificates shall be sent a minimum of ten (10) days prior to coverage expiration. Failure to abide by this section may be considered a breach of contract.

10.14 Certified Copies On Request. Upon request, Contractor shall furnish the City with certified copies of all insurance policies.

The certificate of insurance shall be sent to:
City of Bryan
Risk Manager
P.O. Box 1000
Bryan, TX 77805

10.15 Waiver. Failure of the City to demand evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

10.16 Notice of Cancellation, Non-renewal, Material Change, Exhaustion of Limits. Contractor must provide minimum thirty (30) days prior written notice to the City of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right to withhold payment to Contractor until coverage is reinstated.

10.17 Contractor's Failure to Maintain Insurance. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated or to terminate the Contract.

10.18 No Representation of Coverage Adequacy. The requirements as to types and limits, as well as the City review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

ARTICLE XI. INDEMNIFICATION.

11.1 Contractor's Indemnity. Contractor agrees to indemnify and hold harmless City and City's officers, officials, members, employees, agents, representatives, and volunteers from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, expert witness fees, attorneys' fees, costs, and expenses, which results from one or more of the following:

(a) Any act or omission by Contractor or any shareholder, manager, officer, or employee of Contractor in connection with Contractor's performance under this Agreement that constitutes negligence or willful misconduct; or

(b) Any action taken by Contractor relating to the Golf Course Facility (i) that is expressly prohibited by this Agreement, or (ii) that is not within the scope of Contractor's duties under this Agreement, or (iii) that is not within Contractor's delegated authority under this Agreement; or

(c) Contractor's breach of any material covenant, requirement, or commitment contained in this Agreement; or

(d) Contractor's alcoholic beverage operations.

11.2 City's Indemnity. To the extent permitted by law, City agrees to indemnify and hold harmless Contractor and its owners, officers, and employees from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, expert witness fees, attorneys' fees, costs, and expenses, which result from any act or omission constituting negligence or willful misconduct by City or any officer, official, member, employee, agent, or authorized representative of the City.

11.3 Notice to City. Contractor agrees to promptly report any and all accidents, incidents, claims, and property damage. Contractor shall take no action (such as admission of liability) which would, in its reasonable judgment, prejudice City or the insurance carrier in the defense of any such claims.

**ARTICLE XII.
DEFAULT.**

12.1 Termination by City. In addition to any other rights of City to terminate this Agreement that are set forth in this Agreement, City shall also have the right to terminate this Agreement upon the occurrence of any of the following events of Default by Contractor:

(a) Contractor fails to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by Contractor, and such default continues for a period of ten (10) business days after written notice and a demand to cure such default by City to Contractor; or

(b) (i) Contractor or its parent(s) applies for or consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or a substantial part of its assets; (ii) Contractor or its parent(s) files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) Contractor or its parent(s) files an answer admitting the material allegations of a bankruptcy petition reorganization proceeding, or insolvency proceeding filed against Contractor or its parent(s); (iv) Contractor or its parent(s) admits in writing its inability to pay its debts as they come due; (v) Contractor or its parent(s) makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Contractor or its parent(s) a bankrupt or insolvent or approving a petition seeking reorganization of Contractor or its parent(s) or appointing a receiver, trustee or liquidator of Contractor or its parent(s) or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days.

12.1.1 City's right to terminate this Agreement pursuant to this Section shall be exercisable immediately upon written notice to Contractor given at any time after the applicable notice and cure period has expired.

12.2 Termination by Contractor. Contractor shall have the right to terminate this Agreement if City fails to keep, observe, or perform any other material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by City, and such default continues for a period of ten (10) business days after notice and a demand to cure such default by Contractor to City, which termination shall occur at the end of the notice and cure period.

12.3 Effect of Termination. The termination of this Agreement under the provisions of this Article shall not affect the rights of the terminating party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights of either party with respect to any liability or claims accrued, or arising out of events occurring, prior to the date of termination. Any provisions of this

Agreement that are expressly intended to be performed after termination (e.g., Sections 6.5, 6.5.1, and 6.5.2) shall survive the termination of this Agreement.

12.4 Remedies Cumulative. Neither the right of termination, nor the right to sue for damages, nor any other remedy available to a party under this Agreement shall be exclusive of any other remedy given under this Agreement or now or hereafter existing at law or in equity.

**ARTICLE XIII.
FORCE MAJEURE; CONDEMNATION; FIRE AND OTHER CASUALTY.**

13.1 Force Majeure Events. It is expressly understood and agreed by the Parties to this Agreement that if the performance by either Party of any obligation hereunder is delayed by reason of an event of Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same for the time and to the extent necessary to allow the affected Party to overcome the event of Force Majeure and resume performance thereof. The Party claiming delay of performance as a result of an event of Force Majeure shall deliver written notice of the commencement of such delay to the other Party as soon as reasonably practicable after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of delay caused by a Force Majeure event, the claiming Party shall not be entitled to extend the time for performance as provided herein. As used in this Agreement, the term "Force Majeure" means declared or undeclared war, sabotage, riot or acts of civil disobedience, acts or omissions of governmental agencies, accidents, fires, explosions, floods, earthquakes, or other acts of God, shortages of materials, or any other event not within the control of Contractor and not caused by the negligence or intentional wrongful conduct of Contractor or City.

13.2 Damage or Destruction. Should the Golf Course Facility be destroyed or substantially damaged by fire, flood, acts of God, or other casualty, City, by written notice to Contractor shall have the right to cancel this Agreement on the basis that (i) City does not choose to rebuild or restore the Golf Course Facility; or (ii) the estimated length of time required to restore the Golf Course Facility to substantially to its condition and character just prior to the occurrence of such casualty shall exceed the Term of this Agreement, or (iii), and in such event neither party shall have any further obligation to the other party under this Agreement, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such cancellation. For the purpose of this Section, the Golf Course Facility shall be deemed to have been substantially damaged if the estimated length of time required to restore the Golf Course Facility substantially to its condition and character just prior to the occurrence of such casualty shall be in excess of the Term of this Agreement. If this Agreement is not cancelled in the event of damage to the Golf Course Facility either because (a) the damage does not amount to substantial damage as described above, or (b) notwithstanding destruction of or substantial damage to the Golf Course Facility, and City elects, in its sole and absolute discretion, to restore the Golf Course, then City may proceed, at City's own expense, to commence and complete restoration of the Golf Course Facility to substantially the condition and character just prior to the occurrence of such casualty.

13.3 If as a result of any damage or destruction to the Golf Course Facility as provided in this Section, the responsibilities of Contractor under this Agreement are substantially changed, then the parties shall meet

and discuss in good faith appropriate modifications to this Agreement, including the Management Fee. Any insurance proceeds made available after such damage or destruction shall be payable to City.

13.4 If all or any portion of the Golf Course Facility is destroyed by fire or other casualty, or taken by eminent domain, such damage, destruction, or condemnation shall not be a cause for termination hereunder by either party unless such damage or destruction results in the whole or a substantial part of the Golf Course Facility being unusable for its intended purpose for a period exceeding the Initial Term of this Agreement, this Agreement shall terminate on notice from City to Contractor and neither party shall have any further rights or obligations hereunder.

ARTICLE XIV. GENERAL PROVISIONS.

14.1 Contract Administration. The parties acknowledge that except as otherwise expressly provided herein (a) the City Manager has the authority to approve or consent to those matters identified in this Agreement as requiring City's approval or consent and to make all other decisions on behalf of City regarding the administration of this Agreement (except where City Council approval is required by ordinance, City Charter, or State statute/law), and (b) the Contractor's designated person to receive notices set forth in Section 14.2 below or such other individual designated by Contractor in writing to City has the authority to approve or consent to those matters identified in this Agreement as requiring Contractor's approval or consent and to make all other decisions on behalf of Contractor regarding the administration of this Agreement.

14.2 Notices. Any notice or communication required or permitted hereunder shall be given in writing by: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail return receipt requested, postage prepaid to the addresses stated below (Notices deposited with the United States Postal Service shall be actually deposited with a branch of the United States Postal Office located in either the county of City's address as provided in this Section or the county of Contractor's address as provided in this Section); or (c) by deposit with a same-day or overnight express delivery service that provides a receipt showing date and time of delivery. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by same-day or overnight express delivery service shall be deemed effective upon receipt. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of Notices hereunder, the address of City shall be:

City of Bryan
Post Office Box 1000
Bryan, Texas 77805
Attention: City Manager

For purposes of Notices hereunder, the address of Contractor shall be:

The 1980 Phillips Group, LLC
1929 Country Club Drive
Bryan, Texas 77802
Attention: General Manager

Each party shall have the right to designate a different address by the giving of notice in conformity with this Section.

14.3 Relationship of the Parties. Contractor's relationship with City shall be that of an independent Contractor. Accordingly, none of the provisions of this Agreement shall be interpreted or deemed to create any employer-employee, master-servant, principal-agent, partnership, or co-venture relationship between City and Contractor. In performing the services hereunder, Contractor shall have no control over or management authority to City or the respective employees of City, nor shall Contractor enter into any contractual relationships on behalf of, or which obligates, City to any third party.

14.4 Compliance with Law. Contractor shall, at all times, operate, use, and conduct business of the Golf Course Facility in a lawful manner and in full compliance with all applicable governmental laws, ordinances, rules and regulations. Contractor shall not knowingly permit any illegal activities to be conducted on or at the premises of the Golf Course Facility, and shall obtain and maintain all such required licenses, permits and approvals from the appropriate regulatory agencies before undertaking any regulated activity required in the performance of this Agreement.

14.5 Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such parties.

14.6 Modification and Changes. This Agreement may be amended or modified only by a writing signed by both parties.

14.7 Assignment. The Contractor shall immediately notify the City if Contractor's ownership is less than 51%. If Contractor assigns this Agreement, the Contractor shall warrant that the assignee has golf course management experience of a similar or higher quality than the Contractor.

14.8 Third Parties. This Agreement is solely for the benefit of the parties hereto and not for the benefit of any third party. None of the obligations under this Agreement of either party shall run to or be enforceable by any party other than the parties to this Agreement.

14.9 Headings. The Section headings contained in this Agreement are for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

14.10 Survival of Covenants. Any covenant, term, or provision of this Agreement which in order to be effective must survive the termination of this Agreement shall survive any such termination.

14.11 Waivers. No failure by Contractor or City to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise any right or remedy consequent upon the breach of this Agreement shall constitute a waiver of any such breach or any subsequent breach of the same covenant, agreement, term, or condition. No covenant, agreement, term, or condition of this Agreement and no breach of this Agreement shall be waived, altered, or modified except by a written instrument. A waiver of any breach of this Agreement shall only affect this Agreement to the extent of the specific waiver, and all covenants, agreements, terms, and conditions of this Agreement shall continue in full force and effect.

14.12 Applicable Law and Venue. This Agreement shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of Texas. The parties agree that the District Court of Brazos County, Texas, shall have jurisdiction of any litigation between the parties relating to this Agreement.

14.13 No Presumption Regarding Drafter. City and Contractor acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between City and Contractor, and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem either City or Contractor to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

14.14 Severability. A determination that any term or provision of this Agreement, or the application thereof to any person or circumstance, is invalid or unenforceable, shall not affect the remainder of this Agreement or the application of such term of provision to persons or circumstances other than those as to which it is invalid or unenforceable.

14.15 United States Currency. All amounts payable pursuant to this Agreement shall be paid in lawful money of the United States of America.

14.16 Attorneys' Fees. In the event of a dispute involving the nonperformance by a party hereto of its obligations under this Agreement, the prevailing party in a suit brought hereunder shall be entitled to reasonable attorneys' fees and court costs as allowed by law.

14.17 Covenants Against Discrimination. Contractor agrees that in connection with its performance under this Agreement, there shall be no discrimination by Contractor against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Contractor agrees to include a provision similar to this section in all subcontracts entered into by Contractor in connection with work being performed under this Agreement.

14.18 Non-Liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to Contractor, or any successor, in the event of any default or breach by the City, or for any amount that may become due to Contractor or any successor, or for breach of any obligation of the terms of this Agreement.

14.19 Time of the Essence. Time is of the essence of this Agreement. The parties understand that the time for performance of each obligation has been the subject of negotiation by the parties.

14.20 Authority. The parties represent for themselves that (a) such party is duly organized and validly existing, (b) the person or persons executing this Agreement on behalf of such party is/are duly authorized to execute and deliver this Agreement on behalf of such party, (c) by so executing this Agreement, such party is formally bound to the terms and provisions of this Agreement, and (d) the execution of this Agreement does not violate any provision of any other agreement to which such party is bound.

14.21 Exhibits. All exhibits attached to this Agreement are incorporated herein by reference.

The Exhibits are as follows:

Exhibit "A" – Golf Course Facility

Exhibit "B" – Hours of Operation

Exhibit "C" – Evaluation Form

Exhibit "D" – Incident Report Form

Exhibit "E" – Parking Area

Exhibit "F" – Loss Report Form

Exhibit "G" – Golf Course Facility Operations and Maintenance Minimum Standards

Exhibit "H" – Notice of Golf Course Deficiency

Exhibit "I" – Annual Plan and Annual Budget Line Item Detail

Exhibit "J" – Golf Carts, Equipment, Supplies Transfers

14.22 Counterparts. This Agreement and any amendment may be executed in counterparts, and upon all counterparts being so executed, each such counterpart shall be considered as an original of this Agreement or any amendment and all counterparts shall be considered together as one agreement.

[SIGNATURE PAGE FOLLOWS]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES have executed this Agreement as of the Effective Date set forth above.

CITY:

CITY OF BRYAN

Andrew Nelson, Mayor

CONTRACTOR:

The 1980 Phillips Group, LLC

By: _____
Wallace S. Phillips, III
Managing Member

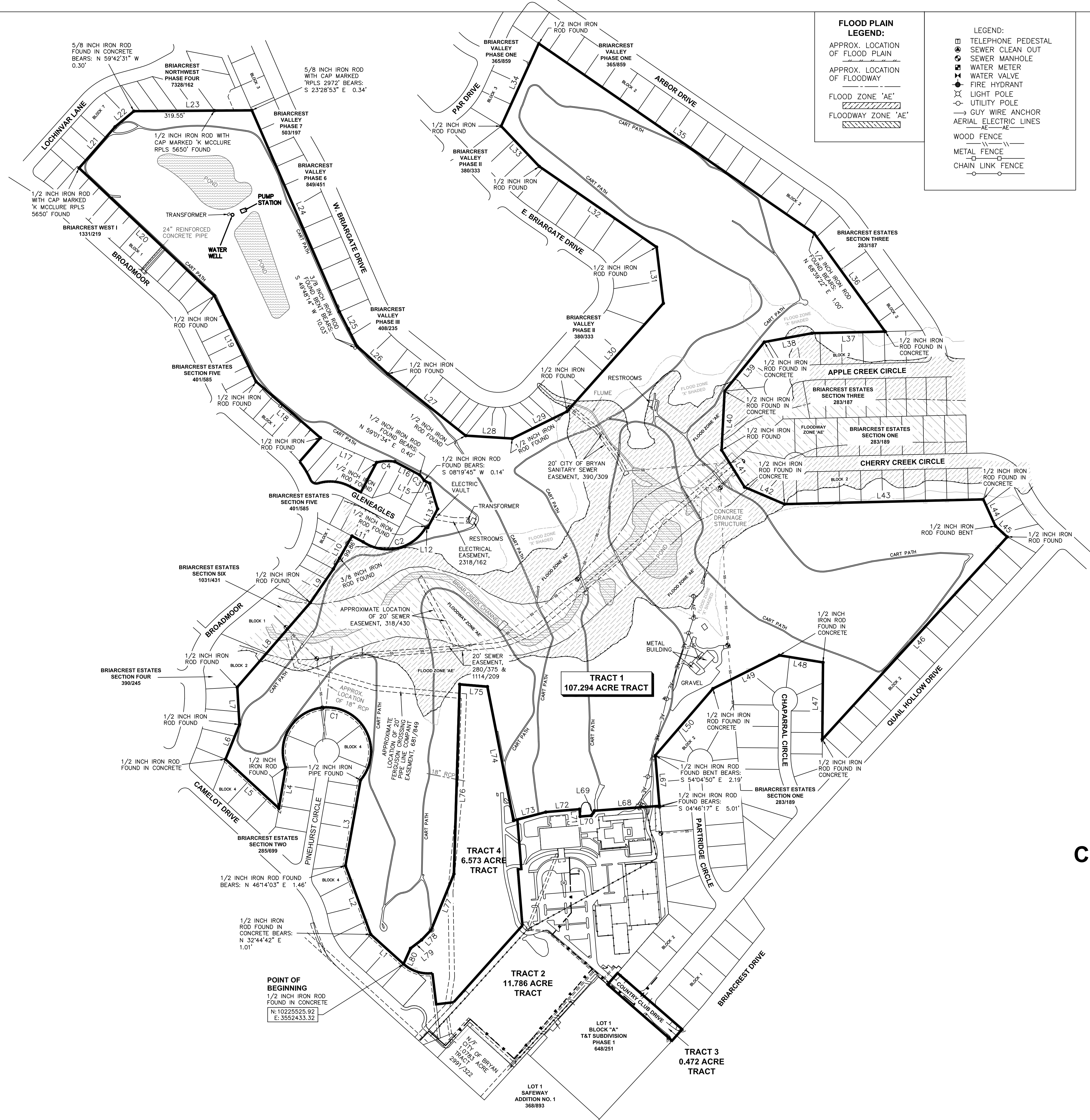
ATTEST:

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

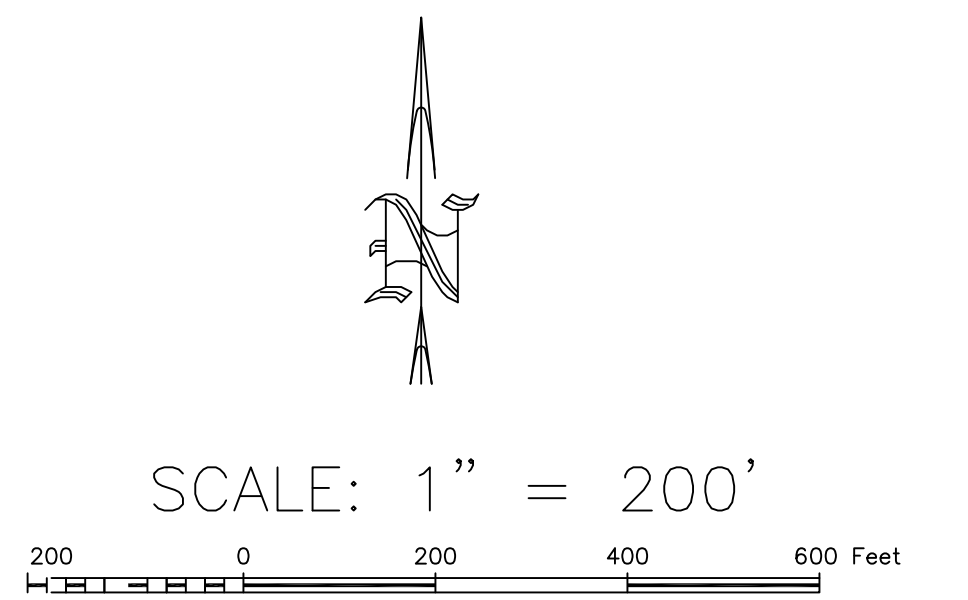
Janis K. Hampton, City Attorney

Exhibit "A"
Golf Course Facility



FLOOD PLAN LEGEND:
 APPROX. LOCATION OF FLOOD PLAIN
 APPROX. LOCATION OF FLOODWAY
 FLOOD ZONE 'AE'
 FLOODWAY ZONE 'AE'

LEGEND:
 TELEPHONE PEDESTAL
 SEWER CLEAN OUT
 WATER METER
 WATER VALVE
 FIRE HYDRANT
 LIGHT POLE
 UTILITY POLE
 GUY WIRE ANCHOR
 AERIAL ELECTRIC LINES
 WOOD FENCE
 METAL FENCE
 CHAIN LINK FENCE



CITY OWNED PROPERTY

**TRACT 1 - 107.294 ACRES
 TRACT 3 - 0.472 ACRES
 TRACT 4 - 6.573 ACRES**

**TRACT 1
 107.294 ACRE TRACT**

**TRACT 4
 6.573 ACRE TRACT**

**TRACT 2
 11.786 ACRE TRACT**

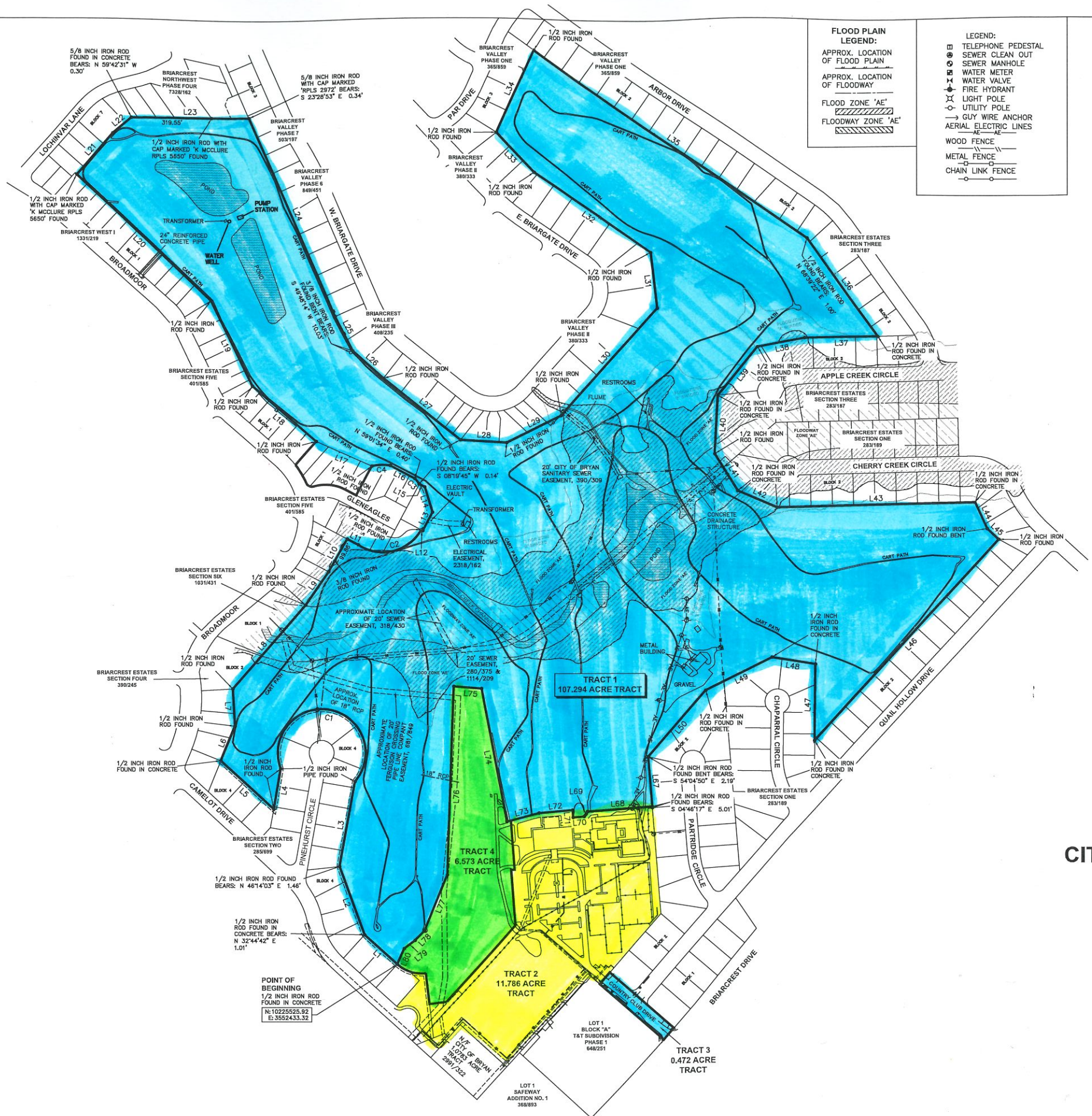
**TRACT 3
 0.472 ACRE TRACT**

**LOT 1
 SAFEWAY
 ADDITION NO. 1
 368/893**

**LOT 1
 BLOCK "A"
 T&T SUBDIVISION
 PHASE 1
 648/251**

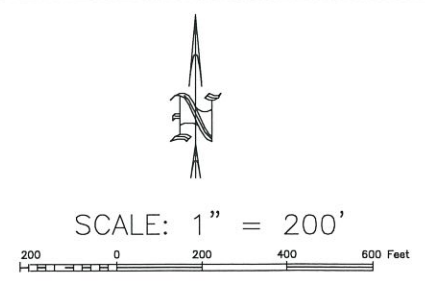
**LOT 1
 CITY OF BRYAN
 TRACT 1
 399/1222**

POINT OF BEGINNING
 1/2 INCH IRON ROD FOUND IN CONCRETE
 N: 1022525.92
 E: 3552433.32



FLOOD PLAN LEGEND:
 APPROX. LOCATION OF FLOOD PLAN
 APPROX. LOCATION OF FLOODWAY
 FLOOD ZONE 'AE'
 FLOODWAY ZONE 'AE'

LEGEND:
 TELEPHONE PEDESTAL
 SEWER CLEAN OUT
 SEWER MANHOLE
 WATER VALVE
 FIRE HYDRANT
 LIGHT POLE
 UTILITY POLE
 GUY WIRE ANCHOR
 AERIAL ELECTRIC LINES
 WOOD FENCE
 METAL FENCE
 CHAIN LINK FENCE



CITY OWNED PROPERTY

TRACT 1 - 107.294 ACRES
 TRACT 3 0.472 ACRES
 TRACT 4 - 6.573 ACRES

TOTAL: 114.339 ACRES

Exhibit "B"
Hours of Operation

Days and Hours of Operations

The Golf Course shall be open seven (7) days per week from dawn to dusk, with the exception of closures or delays caused by inclement weather, when normal maintenance requires temporary closure, or other events beyond the Contractor's control. The Contractor will immediately notify the City during such times of unordinary delays or closures, exclusive of inclement weather and normal maintenance.

The Golf Course shall be open every day of the year with the exception of New Year's Day, Thanksgiving Day, and Christmas Day. Additionally and depending on turnout, the Golf Course Facility may close early on New Year's Eve and Christmas Eve at the Contractor's discretion.

Any deviations from this schedule require the City Manager's written approval at least five (5) days in advance.

Exhibit "C"
Evaluation Form

CITY OF BRYAN
City Course at Phillips Events Center
GOLF COURSE OPERATIONS AND MAINTENANCE MINIMUM STANDARDS
EVALUATION FORM

SUPERINTENDENT: _____

DATE: _____

CITY MANAGER/
DESIGNEE: _____

**For items that are indicated as needs improvement or unacceptable, please complete the Notice of Deficiency form

AREA	UNACCEPTABLE	NEEDS IMPROVEMENT	ACCEPTABLE
Greens			
Collars & Approaches			
Tee Boxes			
Fairways & Roughs			
Practice Facilities			
Sand Traps			
Maintenance Records & Schedules			
Lakes & Other Water Bodies			
Maintenance Employees			
Maintenance Shop & Equipment			
Chemical Application			
Traffic Control			
Restrooms			
Trash Bins			
Flowerbeds			
OVERALL COURSE/ OPERATIONS			

GREENS AND PRACTICE PUTTING GREENS

QUALITY STANDARD: Smooth, uniform, turf, firm but not hard, well-defined, consistent, of suitable speed for the location. Cups placed in accordance with USGA recommendations. Flags stand up straight. Cups, poles and flags are uniform, clean and in good repair. Pin placement indicators uniform and properly used only where necessary.

1. Maintenance standards are met.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

2. QUALITY. How do they putt and play?

100% Turf cover, smooth and uniform. Do the greens hold approach shots? Are the cups cut cleanly and in proper locations? No diseases, weeds, insects, rodents, or bare spots.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

3. APPEARANCE. How do they look?

Color and texture of the greens turf, uniformity of the mowing, condition of cup, flag and pole, condition of the areas around the greens. No diseases, weeds, insects, rodents, or off-color areas.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

4. SAND TRAPS. How do they play and look?

Sand surface is uniform and smooth, sand is adequate depth for play. No weeds or debris in traps. Rakes adequate in number and condition properly placed. Quality of mowing/trimming around traps. As necessary, edge traps to always maintain a neat lip.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

TEES

QUALITY STANDARD: TEES. Tees smooth, completely turfed, leveled, firm but not hard, clean, properly directed, with amenities (trashcans, signs, tee markers, monuments, ball washers, towels, sand & seed containers, as appropriate) in good condition and repair, consistent and uniform.

1. Maintenance standards are met.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

2. APPEARANCE. MANICURED AND CLEAN.

100% turf cover, smooth and uniform. No weeds, diseases, insects or rodents. Consistent, adequate top dressing and seeding program. Minimal litter or broken tees.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

3. PERIMETER AREAS AROUND TEES.

Area between cart path (if any) and tee-uniformly and smoothly turfed, no mud or dirt, ball washers are clean, in good repair and properly located for the tee positions, cart paths are clean and properly placed as necessary; no identifiable traffic wear into tee.

_____Unacceptable

_____Needs Improvement

_____Acceptable

**FAIRWAYS, COLLARS,
APPROACHES & ROUGHS**

QUALITY STANDARD: Fairways: Smooth, uniform turf cover, smooth mowing and trimming, clean, firm but not hard, well defined, that properly supports the ball for play. Roughs: Properly mowed and trimmed, clean and adequately uniform for play, distinct in height from fairways. Perimeter fencing properly trimmed at all times.

1. Maintenance Standards are met?

_____Unacceptable

_____Needs Improvement

_____Acceptable

2. QUALITY. How do they play?

Mowing height of fairways and roughs is within USGA specifications, mowing frequency is appropriate for the turf type and season. Fairway turf properly supports the ball for play. Able to find the ball in the roughs. Absence of wet or dry spots in play areas.

_____Unacceptable

_____Needs Improvement

_____Acceptable

3. APPEARANCE. How do they look?

Uniformity of color and irrigation, texture, quality mowing. Appearance of being "Manicured" turf coverage in traffic areas. No weeds, disease, insects, rodents, or off-color areas.

_____Unacceptable

_____Needs Improvement

_____Acceptable

4. SAND TRAPS ROUGHS. How do they play and look?

Sand surface is uniform and smooth, sand is adequate depth for play. No weeds or debris in traps. Rakes adequate in number and condition properly placed. Quality of mowing/trimming around trees. As necessary, edge traps to always maintain a neat lip.

_____Unacceptable

_____Needs Improvement

_____Acceptable

5. TREES AND SHRUBS.

Pruned to maintain specimen health and safety to golfers and maintenance employees.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

DRIVING RANGE

QUALITY STANDARD: Driving range tee boxes are mowed in accordance with tee boxes on the course. Approach targets and landing areas are mowed once a week at a designated time (range will close) to maintain professional appearance. Staff will monitor driving range to clear off debris and trash. Staff will pick driving range to ensure facility does not run out of golf balls. Staff will perform routine maintenance on range picker.

1. Maintenance Standards are met.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

2. APPEARANCE

Hitting, target, and landing areas are smooth and completely turfed. Grass is cut to presentable length.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

3. QUANTITY AND CONDITION OF GOLF BALLS

Pro Shop has proper amount of range balls. A staff member will have to pick the range several times a day to ensure Pro Shop does not run out of balls. Golf balls must be in acceptable condition, no gouges or dirt.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

CART PATHS

1. Maintenance standards are met.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

2. Cart paths are in a smooth condition and repaired promptly as needed?

_____ Unacceptable _____ Needs Improvement _____ Acceptable

3. Cart paths are spot cleaned daily. Sweep or blow paths 2 times per week.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

4. Edge cart paths with a mechanical edged as needed to maintain a clean edge between turf and cart path.

_____Unacceptable _____Needs Improvement _____Acceptable

MAINTENANCE RECORDS AND SCHEDULES

All of the following maintenance records properly kept, on site, and up to-date.

	UNACCEPTABLE	NEEDS IMPROVEMENT	ACCEPTABLE
Maintenance plan visible and in use			
Superintendents Manual			
Expense Ledger - Weekly			
Records Form			
Equipment Maintenance Records			
Labor Scheduling			
Inclement Weather Core Staffing Program in Place			
Gasoline Log			
Aerification Plan			
Pesticide/ Chemical Application Plan			

LAKES AND OTHER WATER BODIES

QUALITY STANDARD: Water Bodies: Clean, well-defined, free of weeds and noxious growth, and absent of pungent odors; well-marked and attractive.

1. Maintenance Standards are met.

_____Unacceptable _____Needs Improvement _____Acceptable

2. Appearance of water - clean, no weeds or noxious growth, no noxious odors, no floating trash/debris.

_____Unacceptable _____Needs Improvement _____Acceptable

3. Ground around lakes - mowing, trimming, etc.

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

ON COURSE TRASH BINS

1. Maintenance standards are met.

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

2. Bins are emptied daily to ensure trash is not overflowing onto golf course. Bins are cleaned so they remain in a presentable condition to patrons.

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

MAINTENANCE EMPLOYEES/CORE STAFF

1. Maintenance standards are met.

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

2. Required state of federal forms posted.

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

3. Report number of maintenance employees. Actual: _____ Budget: _____

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

4. Uniforms on all maintenance employees or other employees who represent the Golf Course.

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

MAINTENANCE SHOP AND EQUIPMENT

1. Maintenance standards are met.

_____Unacceptable _____Needs Improvement _____Acceptable

2. Shop area is orderly, clean, with no obvious safety hazards. Fertilizer and chemical storage is per training manual. No disorganized junk or trash in yard or shop. Condition of superintendent's office.

_____Unacceptable _____Needs Improvement _____Acceptable

3. Equipment is in good repair, is clean and properly maintained. Check oil, air cleaners, hydraulic oil, and status of machines under repair.

_____Unacceptable _____Needs Improvement _____Acceptable

TRAFFIC CONTROL

1. Maintenance standards are met.

_____Unacceptable _____Needs Improvement _____Acceptable

2. Ropes, stakes, and other traffic control devices are clean as necessary, in good condition, straight and repaired. Traffic control devices are used effectively to minimize turf wear in high traffic areas. Worn areas are under repair. Routes used by golf carts are well-maintained, free of potholes, and present a generally smooth and clean appearance.

_____Unacceptable _____Needs Improvement _____Acceptable

3. Cart paths - Concrete paths are uniform in width and surfaces are safe for spikes, smooth for operation of golf carts.

_____Unacceptable _____Needs Improvement _____Acceptable

RESTROOMS

1. Maintenance standards are met.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

RESTROOM - WOMEN'S FRONT NINE

1. Entry mat or carpet; clean/entry door; finger mark-free/tile and painted walls; clean/toilets; clean, bowls, rims, tank tops and bodies/toilet seats; clean, tops and under sides/mirrors; clean and streak free/soap dispenser; clean and full/paper towel dispenser; clean and full/toilet paper dispenser; clean and full/seat cover and dispenser; clean and full/counter top; clean/sink and faucet fixtures; clean and functional/light fixtures; clean, functional and bug-free/room air freshener; clean and functional/trash receptacle; clean with liner, reasonably empty/napkin receptacles clean with liners.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

RESTROOM - MEN'S FRONT NINE

1. Entry mat or carpet clean/entry door; finger mark-free/tile and painted walls; clean/toilet: clean, bowls, rims, tank tops and bodies/toilet seats; clean tops and under sides/mirrors; clean and streak-free/soap dispenser; cleaned and full/paper towel dispenser; clean and full/toilet paper dispenser; clean and full/seat cover dispenser; clean and full/counter top; clean and full/sink and faucet fixtures; clean and functional/light fixtures; clean, functional and bug-free/room air freshener; clean and functional/trash receptacle clean with liner; reasonably empty/urinals; clean, splash mats and deodorant blocks.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

RESTROOM - WOMEN'S BACK NINE

1. Entry mat or carpet; clean/entry door; finger mark free/tile and painted walls; clean/toilets; clean, bowls, rims, tank tops and bodies/toilet seats; clean, tops and under sides/mirrors; clean and streak-free/soap dispenser; clean and full/paper towel dispenser; clean and full/toilet paper dispenser; clean and full/seat cover and dispenser; clean and full/counter top; clean/sink and faucet fixtures; clean and functional/light fixtures; clean, functional and bug-free/room air freshener; clean and functional/trash receptacle clean with liner; reasonably empty/napkin receptacles clean with liners.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

RESTROOM - MEN'S BACK NINE

1. Entry mat or carpet; clean/entry door; finger mark free/tile and painted walls; clean/toilet; clean, bowls, rims, tank tops and bodies/toilet seats; clean, tops and under sides/mirrors; clean and streak-free/soap dispenser; clean and full/paper towel dispenser; clean and full/toilet paper dispenser; clean and full/seat cover dispenser; clean and full/counter top; clean/ sink and faucet fixtures; clean and functional/light fixtures; clean, functional and bug-free/room air freshener; clean and functional/trash receptacle clean with liner; reasonably empty/urinals; clean, splash mats and deodorant blocks.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

PARKING LOT AND CLUBHOUSE MAINTENANCE

CLUBHOUSE EXTERIOR

1. Maintenance standards are met.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

2. Parking lot: trash-free/lot well striped, in good repair, and clean.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

3. Exterior wall surfaces clean and cobweb-free/windows clean. Paint in good condition. All signage in good condition and uniform.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

4. Ground well-manicured/trash-free/walkways clean and edged, proper planting, flowers fresh and colorful, planter beds weeded and trash-free.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

5. Bag racks, shoe cleaners painted, clean and in good repair/directories available

_____ Unacceptable _____ Needs Improvement _____ Acceptable

6. Scorecards on carts with pencil/also available at golf shop counter.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

7. Preventative maintenance programs in place for building and equipment.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

ENTRY/LOBBY

1. Interior paint in good condition/walls and vents clean/wall-mounted/pictures hung properly and clean/carpet vacuumed and spot-free or floor clean.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

RESTROOM - WOMEN'S

1. Entry mat or carpet; clean/entry door; finger mark free/tile and painted walls; clean/toilets; clean, bowls, rims, tank tops and bodies/toilet seats; clean, tops and under sides/mirrors; clean and streak- free/soap dispenser; clean and full/paper towel dispenser; clean and full/toilet paper dispenser; clean and full/seat cover and dispenser; clean and full/counter top; clean/sink and faucet fixtures; clean and functional/light fixtures; clean, functional and bug free/room air freshener; clean and functional/trash receptacle clean with liner; reasonably empty/napkin receptacles clean with liners.

_____Unacceptable _____Needs Improvement _____Acceptable

RESTROOM – MEN’S

1. Entry mat or carpet; clean/entry door; finger mark free/tile and painted walls; clean/toilet; clean, bowls, rims, tank tops and bodies/toilet seats; clean, tops and under sides/mirrors; clean and streak-free/soap dispenser; clean and full/paper towel dispenser; clean and full/toilet paper dispenser; clean and full/seat cover dispenser; clean and full/counter top; clean/faucet fixtures; clean and functional/trash receptacle clean with liner; reasonably empty/urinals; clean, splash mats and deodorant blocks.

_____Unacceptable _____Needs Improvement _____Acceptable

MANAGER’S OFFICE

1. Clean/files organized/manuals available/schedules, current and posted/managers in uniform with name badge/office door closed, if possible. Copy of current course maintenance plan available/monthly course inspection report available.

_____Unacceptable _____Needs Improvement _____Acceptable

2. Staff scheduling uniform with name badge. Number of employees: _____

_____Unacceptable _____Needs Improvement _____Acceptable

3. Tickler file on contracts and agreements.

_____Unacceptable _____Needs Improvement _____Acceptable

4. Labor scheduling, management/supervisors, and staff.

_____Unacceptable _____Needs Improvement _____Acceptable

5. Manager schedule.

_____Unacceptable _____Needs Improvement _____Acceptable

6. Valet room - neat and proper, no trash. Customer viewpoint must be considered at all times.

_____Unacceptable _____Needs Improvement _____Acceptable

GOLF (PRO) SHOP

1. Customer Service: all staff have been trained in and provide first class service to customers (including staff empowered to handle customer problems).

_____Unacceptable _____Needs Improvement _____Acceptable

2. Ready Golf: Signs up in pro shop and golf course - starters and marshals trained.

_____Unacceptable _____Needs Improvement _____Acceptable

3. Rounds and carts counted by shift - per a utilization report.

_____Unacceptable _____Needs Improvement _____Acceptable

4. Cash handling: excess cash removed from cash register on a regular basis; checks endorsed; I.D. credit card with driver's license; employee's initials when register drawer closed between transactions; register display visible to golfer; credit card approval on all purchases over \$100.00.

_____Unacceptable _____Needs Improvement _____Acceptable

5. Prices marked clearly with cost code and received date; product knowledge; suggestive selling price; approved signage; merchandise hung, arranged, displayed, and folded properly; clean and neat; no old stock.

_____Unacceptable _____Needs Improvement _____Acceptable

6. Carpet vacuumed and spot-free or floor clean; windows and mirrors clean and streak-free; shelves, counter tops, base boards, window ledges dusted; starter counter clean; dressing room clean and not used for storage.

_____Unacceptable _____Needs Improvement _____Acceptable

7. Staff in uniform, clean, neat; clean hair; beard shaved; name badge.

_____Unacceptable _____Needs Improvement _____Acceptable

8. Customer message board is current and legible; customer comment forms on counter.

_____Unacceptable _____Needs Improvement _____Acceptable

9. Starter is informed and aware of responsibilities.

_____Unacceptable _____Needs Improvement _____Acceptable

10. Employee's handling of cash; no employee access to security cameras.

_____Unacceptable

_____Needs Improvement

_____Acceptable

BEVERAGE CART

FIRST CLASS CUSTOMER SERVICE

1. Maintenance standards are met.

_____Unacceptable

_____Needs Improvement

_____Acceptable

2. Non-transactional response, everyone has been empowered to handle customer's problem.

_____Unacceptable

_____Needs Improvement

_____Acceptable

3. Clean and in good repair.

_____Unacceptable

_____Needs Improvement

_____Acceptable

4. Inventory organized in locked storage when applicable; two staff members take inventory.

_____Unacceptable

_____Needs Improvement

_____Acceptable

5. Beverage requisition form being used; breakage being disposed of properly.

_____Unacceptable

_____Needs Improvement

_____Acceptable

SECURITY AND ACCOUNTING

1. Maintenance standards are met.

_____Unacceptable

_____Needs Improvement

_____Acceptable

2. Rain checks in small supply at register; all are accounted for; manager has reserve stored for management access only; staff trained to issue properly.

_____Unacceptable

_____Needs Improvement

_____Acceptable

3. Payables, weekly sales, daily packages filed in date order; utilized per accounting manual; profit and loss statements, payroll registers, and general ledgers for management access only.

_____Unacceptable _____Needs Improvement _____Acceptable

4. Alarm system operational; staff trained to use; only management has pass; fire extinguishers serviced.

_____Unacceptable _____Needs Improvement _____Acceptable

5. Proper accounting software on P.C.; no excess programs.

_____Unacceptable _____Needs Improvement _____Acceptable

6. Parking and clubhouse lighting adequate and functional according to the season.

_____Unacceptable _____Needs Improvement _____Acceptable

7. Bank deposits made during daylight hours only; one day or less of receipts in locked safe; deposits in bank daily; transfers made daily.

_____Unacceptable _____Needs Improvement _____Acceptable

8. Safe locked, not on day lock. Combination last changed: _____

_____Unacceptable _____Needs Improvement _____Acceptable

9. Cash Verification.

_____Unacceptable _____Needs Improvement _____Acceptable

10. Tournament contracts files with receipt attached. Deposit rung and recorded day received.

_____Unacceptable _____Needs Improvement _____Acceptable

11. Security cameras operational and in good working order.

_____Unacceptable _____Needs Improvement _____Acceptable

CARTS

1. Maintenance standards are met.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

2. Number of gas carts on site: _____

Quantity of carts out of service: _____; percent of total: _____%

_____ Unacceptable _____ Needs Improvement _____ Acceptable

3. Properly maintained.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

4. Good working order without deficiencies.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

5. General Manager and cart mechanic understand and comply with warranties and maintenance standards (copy of maintenance standards readily available).

_____ Unacceptable _____ Needs Improvement _____ Acceptable

6. Maintenance records current.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

7. Necessary repair tools adequately stocked in an orderly fashion; tools clean and in good working order.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

8. Carts being used for rental only; seats clean and in good repair; floor mats clean and in good repair; cart bodies and roofs in good repair; good working order (i.e., no repairs needed).

_____ Unacceptable _____ Needs Improvement _____ Acceptable

9. Cart storage area clean, no junk or debris.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

10. Employees demonstrate caring customer service; neat and clean; hair clean; well groomed; employees

in uniform with name badge; proper clothing attire.

_____Unacceptable

_____Needs Improvement

_____Acceptable

PERSONNEL

1. Maintenance standards are met.

_____Unacceptable

_____Needs Improvement

_____Acceptable

2. Time clocks, operational, cards available, racks for cards. Hotline poster, for employees eyes only. (Spanish available where necessary.)

_____Unacceptable

_____Needs Improvement

_____Acceptable

3. Required state and federal forms posted by time clock. OSHA 300 form posted in clubhouse.

_____Unacceptable

_____Needs Improvement

_____Acceptable

4. Personnel card files up to date to include key and uniform information

_____Unacceptable

_____Needs Improvement

_____Acceptable

5. First aid kit available and adequately stocked. Phone number for emergencies, police, and fire posted.

_____Unacceptable

_____Needs Improvement

_____Acceptable

6. Monthly staff and safety meetings being held. Forms complete and up-to-date.

_____Unacceptable

_____Needs Improvement

_____Acceptable

7. Inclement weather staff-reduction procedure in place.

_____Unacceptable

_____Needs Improvement

_____Acceptable

8. New employee forms available, along with checklists, employee handbook, safety/accident reporting, liability claim forms, etc.

_____Unacceptable

_____Needs Improvement

_____Acceptable

9. Employee background checks completed before hiring.

_____Unacceptable

_____Needs Improvement

_____Acceptable

DEFICIENT ITEMS

	ITEM:	REQUIRED COMPLETION DATE:
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Exhibit "D"

Incident Report Form

INCIDENT REPORT

This report should be immediately completed when an incident occurs or is discovered which may result in a liability claim. It should be initiated by the supervisor and forwarded to Management when completed. This report may also be used to record incidences of damage to City property.

(check boxes)

Property Damage		Personal Injury		Department Name
-----------------	--	-----------------	--	-----------------

Name of Owner/Injured	Address (Street, City & Zip)	Phone

Vehicle Unit or License Plate Number					
Police Report	Yes	No	Case Number		Estimated Value

TIME AND PLACE OF INCIDENT

Hour Minute AM/PM

Date		Time	
Location:			

WEATHER

Clear		Cloudy		Rain		Ice/Snow		Temperature (°F)
Other Conditions?								

DESCRIBE INCIDENT

Citizen's (Non-employee) Statement:
Employee's Observation of Incident:
Reporting Employee's Name:
Job Title:

WITNESSES

Name of Witnesses	Employee?	Address (Street, City & Zip)	Phone
	Yes''''''''''No		
	Yes''''''''''No		

PROPERTY DAMAGE

Property Damaged:
Description of Loss:

MEDICAL SUMMARY, IF INJURY OCCURRED (Nop/Go r m{ gg+"

Description of Injury				
Left	Body Part(s)			
Right				
First Aid?	Accepted		Rejected	
Medical Care?	Self-transport		Ambulance	

SUPERVISOR REVIEW

Factors Contributing to Incident:							
What corrective measures, or assistance (if any) did City employees take?							
			Discussed with employee?	Yes		No	
Signature:						Date:	

DEPARTMENT MANAGER REVIEW

Comments:								
Recommendations	Pay		Deny		Investigation Pending		Internal Documentation Only	
Signature:						Date:		

Exhibit "E"
Parking Area

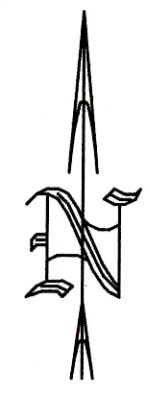
LINE	BEARING	DISTANCE
L1	S 41°02'53" W	24.62'
L2	S 41°02'53" W	27.77'
L3	N 70°35'22" E	8.28'
L4	N 85°21'47" E	34.04'
L5	S 04°25'54" E	6.00'
L6	S 85°21'47" W	34.02'
L7	S 04°57'20" E	29.27'
L8	N 85°15'17" E	44.23'
L9	N 32°43'08" E	22.79'
L10	S 41°02'53" W	8.00'

COORDINATES AND BEARING SYSTEM SHOWN HEREON ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF BRYAN CONTROL MONUMENT GPS-33 (N:10230645.06; E:3550917.70) AND AS ESTABLISHED BY GPS OBSERVATION.

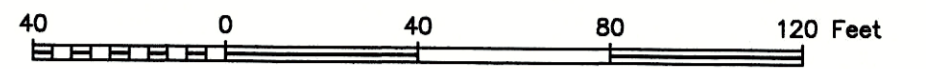
DISTANCES SHOWN HEREON ARE GRID DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00011055614 (CALCULATED USING GEOID12B).

CM - CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY LINES.

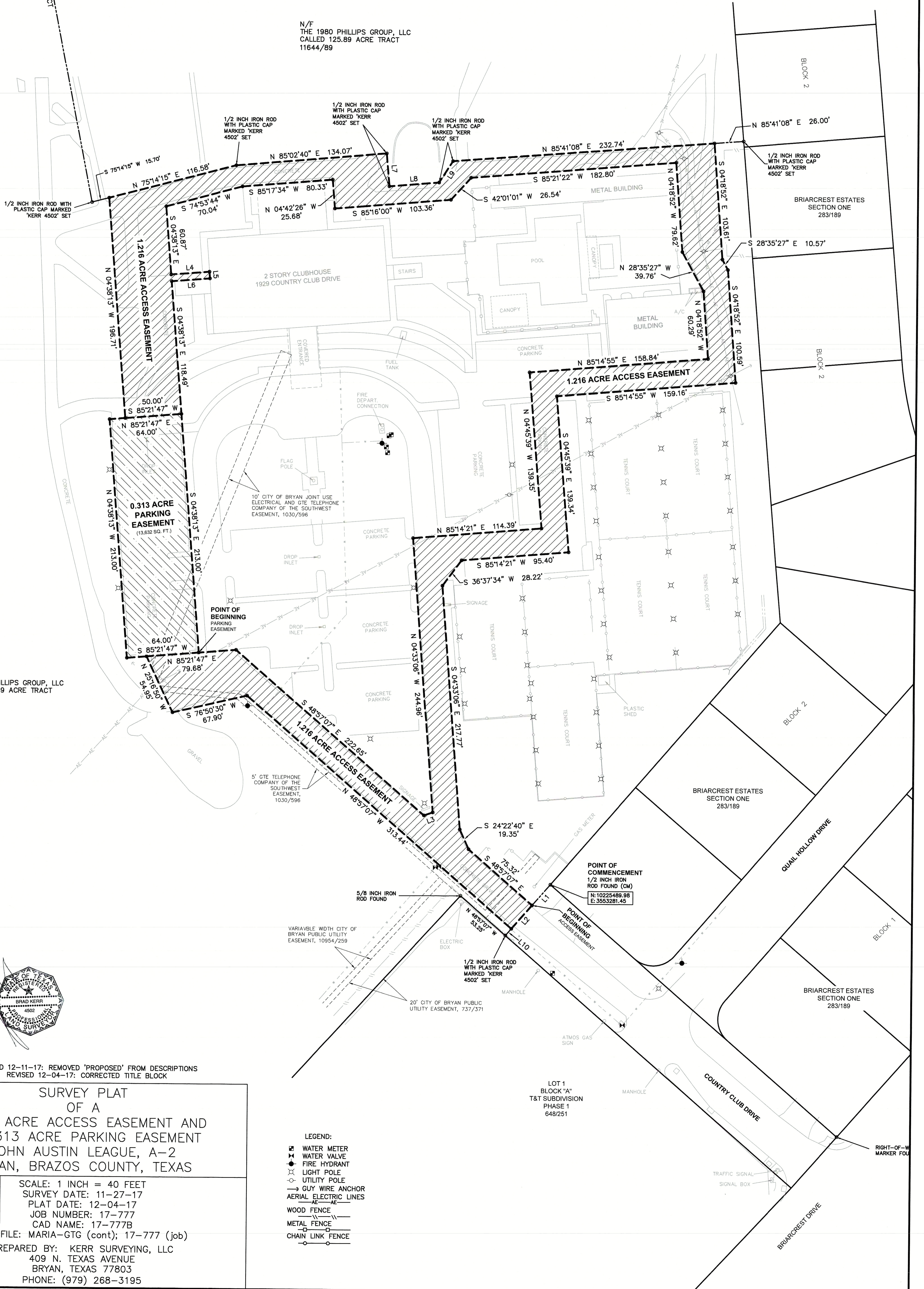
SEE METES AND BOUNDS PREPARED NOVEMBER 2017, FOR MORE DESCRIPTIVE INFORMATION.



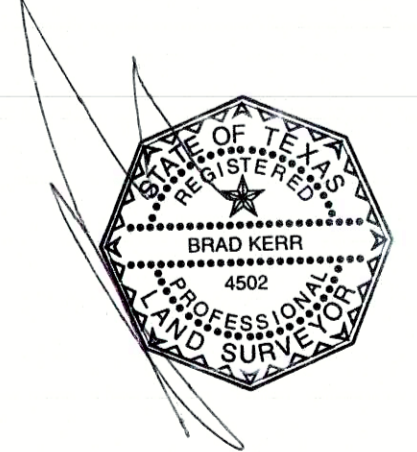
SCALE: 1" = 40'



N/F
THE 1980 PHILLIPS GROUP, LLC
CALLED 125.89 ACRE TRACT
11644/89



N/F
THE 1980 PHILLIPS GROUP, LLC
CALLED 125.89 ACRE TRACT
11644/89



REVISED 12-11-17: REMOVED 'PROPOSED' FROM DESCRIPTIONS
REVISED 12-04-17: CORRECTED TITLE BLOCK

**SURVEY PLAT
OF A
1.216 ACRE ACCESS EASEMENT AND
A 0.313 ACRE PARKING EASEMENT
JOHN AUSTIN LEAGUE, A-2
BRYAN, BRAZOS COUNTY, TEXAS**

SCALE: 1 INCH = 40 FEET
SURVEY DATE: 11-27-17
PLAT DATE: 12-04-17
JOB NUMBER: 17-777
CAD NAME: 17-777B
CR5 FILE: MARIA-GTG (cont); 17-777 (job)
PREPARED BY: KERR SURVEYING, LLC
409 N. TEXAS AVENUE
BRYAN, TEXAS 77803
PHONE: (979) 268-3195

- LEGEND:**
- ☐ WATER METER
 - ⊕ WATER VALVE
 - FIRE HYDRANT
 - ⊗ LIGHT POLE
 - UTILITY POLE
 - GUY WIRE ANCHOR
 - AERIAL ELECTRIC LINES
 - WOOD FENCE
 - METAL FENCE
 - CHAIN LINK FENCE

Exhibit “F”
Loss Report Form



Loss Report Form

Cashier Name: _____

Batch Date: _____

Amount Over/Under: _____

Comments: _____

Cashier Signature: _____

Supervisor Signature: _____

Exhibit “G”

Golf Course Facility Operations and Maintenance Minimum Standards

**CITY OF BRYAN
CITY COURSE AT THE PHILLIPS EVENT CENTER
MINIMUM OPERATIONS AND MAINTENANCE STANDARDS**

MAINTENANCE OVERVIEW

1. Adequate equipment ensures proper maintenance of the course. All equipment is to be maintained in accordance with manufacturer's specifications, and a replacement schedule carefully followed.
2. The turf grasses need to be in excellent condition. Tees, fairways, and greens should be firm and dry.
3. The greens are mowed in the early morning at least 6 times a week (118" - 1/4"), with baskets May to September, and at least 3 times a week (1/8" - 1/4") with baskets October to April. The cup placement is rotated at least 5 times weekly to ensure surface is not overplayed.
4. Teeing surfaces need to be level and closely cropped. Due to extreme use, tees require a high level of maintenance. Tee markers are moved daily. A mixture of sand and seed should be available on each golf cart for filling divots.
5. Fairways are maintained at high quality. They are mowed regularly and maintained free of weeds and debris. Roughs are mowed and maintained in a manner to not slow down or limit play. An erosion reduction plan should be implemented.
6. Sand Traps are considered a part of the playing surface; therefore, the sand used needs to pack easily and not shift under pressure. The rims and edges of the bunkers are to be detailed and cut weekly. Two rakes are to be placed around each bunker, teeth down. Necessary drainage beneath sand traps must be maintained so that there is no standing water.

QUALITY STANDARDS

1. Greens and Practice Putting Greens
 - A. Mowing - mowed in the early morning at least six (6) times per week (1/8" - 1/4"), with baskets May to September, at least 3 times a week (1/8" - 1/4") with baskets October to April. Checkerboard mowing pattern.
 - B. Change cup locations on all greens and practice putting greens at least 5 times weekly during the active season and at least 3 times weekly in the off-season. Cup location will be moved at least 20' from the previous placement.
 - C. Daily, repair ball marks, divots, or any other damaged turf on all greens and practice greens.
 - D. Aerify all greens and practice putting greens three (3) times per year during the growing season. Aerifying will be done with a Toro or Verti-drain unit using core or solid tines or a City approved substitute that places holes on 2" centers and the

necessary depth as prescribed by the City Manager.

- E. Top-dress all greens and practice putting greens after aerification as needed to maintain a smooth putting surface. Topdressing material will be to USGA specifications sand or a mix similar to that used to construct the greens.
 - F. Light vertical mowing of all greens and practice putting greens shall be performed as appropriate to control mat and thatch build up and Poa Anua seed production. De-thatching to enhance putting speed and quality should be performed prior to any overseeding.
 - G. The putting surface shall be prepared for the winter months by aerifying no later than October 15th.
 - H. Greens are to be irrigated throughout the year in dry conditions. Greens are to be fertilized at a rate of ½ to ¾” pound of Nitrogen per 1000 square feet monthly. Greens shall be irrigated sufficiently to remain moist and products watered in to prevent burn.
 - I. Mowings throughout the year shall be at 1/8” to 1/4”, gradually reducing to normal cutting heights.
 - J. A fungicide program is to be implemented throughout the year based on detection of diseases.
 - K. Spiking of all greens and practice greens shall be performed as needed between aerifications to maintain water infiltration. Spot water as needed to avoid under or over watering.
 - L. Fertilization - All greens and practice greens shall be fertilized with nitrogen, phosphorous, potash, and other elements as needed to maintain color, growth and turgidity of the turf, without allowing excessive or excessively succulent growth.
 - M. Pre-emergent chemicals, such as Monument, Barricade, Pendelum, Spectacle, etc., shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate such as poa anua, goosegrass, crabgrass, etc.
 - N. Weed Control - All greens and practice greens shall be maintained free of foreign grasses and weeds.
 - O. Insecticide - All greens and practice greens shall be treated on a preventive and/or curative basis as necessary.
2. Tees - All Areas Used for Tee Surface
- A. Mowing - All tees shall be mowed at a height of 1/2” to 5/8 ”, at least three (3) times per week.

- B. Topdressing - All tees shall be top-dressed as needed to fill divots, and level tee surface. Topdressing material shall be washed sand, peat, and seed as necessary.
 - C. Seeding – Some tees may be required to be overseeded at a rate of not less than 8 lbs./1,000 sq. ft. from November to April, or as necessary to maintain a suitable level of grass for play. Seed used shall be a suitable mixture.
 - D. Spot water as needed (1 to 3 times daily) to promote seed germination on high divot tees.
 - E. Set-Up - Tee markers and all tee equipment shall be moved daily for proper teeing and wearing of turf.
 - F. Weed Control - Tees shall be kept weed free to an extent of at least 90% of the area by the proper application of herbicides.
 - G. Vertical Mowing - All tees shall be vertically mowed as necessary to control mat or thatch build up.
 - H. Aerification - All tees shall be aerified twice annually (April and September).
 - I. Fertilization - All tees shall be fertilized with nitrogen, phosphorous, potash, and other elements as needed to maintain color, growth, and turgidity of the turf, without allowing excessive or excessively succulent growth.
 - J. Divots will be attended to daily.
 - K. Tee blocks will be checked daily and changed as needed to utilize the greatest amount of teeing space.
3. Fairways - All Areas of Play Except Greens, Tees, and Natural Growth Areas
- A. Mowing - All fairways shall be mowed two (2) to three (3) times per week, at a height of 1/2" to 5/8" during the growing season and one time weekly for the balance of the year.
 - B. Aeration - All fairways shall be aerated a minimum of two (2) times per year, once in the Spring and once in the Summer. Aeration holes shall not exceed a spacing of 8" on center or be of a diameter of less than 1/2".
 - C. Fertilization - All fairways shall be fertilized three (3) times per year. Fertilizer formulations will be made after analysis of the soil.
 - D. Vertical Mowing - All fairways will be vertically mowed as necessary to control mat or thatch build up.
 - E. Weed Control - Fairways shall be kept weed free to an extent of at least 90% of the area by the proper application of herbicides.

- F. Fairway divots will be maintained throughout the season from at least 200 yards and into the green. All carts will be fitted with divot mix provided by the Pro Shop.
 - G. Sand topdressing will be applied to fairways to improve firmness, drainage, and aid in thatch reduction.
4. Irrigated Rough and Detail Work
- A. Mowing - Any irrigated rough shall be mowed two (2) times per week, at a height of 1 1/4" during the growing season and as needed for the balance of the year. Contour mowing pattern. All mowing and trim work will be done within one (1) hour of each other. No partially mowed holes left prior to lunch or end of day. Clippings are to be disbursed within two (2) hours of mowing.
 - B. Fertilization - All irrigated rough areas are to be spot fertilized to achieve consistent color. Spot fertilize in high traffic areas.
 - C. Weed Control - Fairways shall be kept weed free to an extent of at least 90% of the area by the proper application of herbicides.
 - D. Bare areas 12" or greater in irrigated roughs, need to be seeded and mulched.
5. Non-Irrigated Rough
- A. Mowing - All non-irrigated rough shall be mowed at a height of 2" - 3", often enough to avoid significant clippings and keep weeds down but avoid mower damage. Contour mowing pattern. Clippings are to be disbursed within two (2) hours of mowing.
6. Planters and Landscape Areas - All Areas Planted With Ornamental Plants, Not Intended For Golf Play, and Having a Definable Border
- A. Change bedding plants (flowers) two (2) times per year.
 - B. Flowers, plants, etc. are to be maintained in a healthy state and replaced if they become unhealthy.
 - C. All hard surface areas are to be cleaned daily.
 - D. Old flowers on plants are to be pinched back weekly.
 - E. All debris is to be cleaned or picked up immediately, (police 2 - 4 times a day).
 - F. All beds are to be weed free and mulched (if appropriate).
 - G. All lawn areas are to be mowed two (2) times per week and edged bi-monthly.
 - H. Trimming - The plant material (trees, shrubbery, and ground covering) in planters shall be trimmed for protection from wind, insect damage, and for appearance.

7. Trees - All Trees Within the Property Lines of the Golf Course
 - A. Stake - All new trees shall be staked as necessary to protect and establish sufficient size to stand unassisted.
 - B. Pruning - All trees shall be pruned for protection from wind and pests, as well as for appearance. Tree branches trimmed to prevent damage to carts or people and allow for turf maintenance. Undesirable suckers cut off when present. Trees in roughs and away from greens or tees trimmed one (1) to two (2) times per year, as needed. Any cut limbs need to be immediately removed from play area and taken to designated disposal.
 - C. Irrigation - All trees shall be watered to provide adequate moisture for proper growth.
 - D. Mowing - Large area mowers shall not be used within one foot of the trunk.
 - E. Removal - All damaged trees, for whatever cause, shall be removed within thirty (30) days of being marked by City Manager. Remove deadwood from under trees on a daily basis.
 - F. Retain an arborist to advise during Spring and Fall (two (2) site visits yearly) on treatment, feeding, trimming, cabling, etc., (especially on strategic, backdrop, or safety related trees). Make an inventory of tree variety, size, and care with a ranking of importance in Winter and update as work or events demands.
8. Irrigation - All Equipment Required to Irrigate All Areas of the Golf Course
 - A. Repair or replace all heads, valve controllers, wiring, and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis.
 - B. The golf course shall be irrigated as necessary to support proper growth of the golf turf. Spot water or syringe weak areas and regulate irrigation to avoid any noticeable wet or dry areas.
 - C. Inspect all components daily to ensure good operational order.
9. Fences - All Fence Blocks, Chain Link, or Barbed Wire on or Within the Boundaries of the Golf Course
 - A. Repair all broken or damaged fencing on an as-needed basis.
 - B. Repair or replace all fences, gates and locking devices needed for the protection of the golf course or equipment immediately.
10. Clubhouse and Buildings - All Buildings Within the Boundaries of the Golf Course
 - A. Restrooms - All restrooms shall be maintained daily in a manner so as to provide a

clean and sanitary facility for public use as well as employees of the course. Soap, towels, toilet paper, etc., shall be provided in adequate quantity at all times.

B. General Maintenance - Maintain and repair all structural areas and fixtures of all buildings as needed to insure proper function and appearance including, but not limited to:

- Air conditioning units, power tools, appliances, hardware, building structures, and fixtures.
- Painting, carpentry, plumbing, and electrical repairs.
- Porches, walkways, parking areas, delivery areas, and entries.

11. Cart Paths

- A. Maintain all cart paths in a smooth condition and repair promptly as needed or identified by the City Manager.
- B. Daily, cart paths are to remain free of debris, trash, and limbs; cart paths should not present safety hazard for golfers.
- C. Edge cart paths two (2) times annually with a mechanical unit to maintain a clean edge between turf and cart path.

12. Edging

- A. All edges of sidewalks, patios, and cart paths must be kept edged.
- B. Edging of valve boxes, meter boxes, backflow preventers, etc. shall be done as needed to ensure that there is no obstruction of play from growth around these items, and that they are easily accessible.

13. Sand Traps

- A. All sand traps shall be edged as necessary to maintain a neat lip, raked daily and filled with fresh sand as needed to maintain a 4" depth on slopes and in the bottom. Replacement sand will be of a dust-free type, silica sand.
- B. Place two rakes in each sand trap, with teeth down.
- C. Ensure proper drainage in traps. Flush drains one (1) time per month, more frequently if necessary, to maintain unobstructed flow.

14. Practice Areas

- A. The driving range and practice putting areas will be maintained, at a minimum, to the same standards as the golf course.

15. Debris and Trash Removal/Ball Washers/Water Coolers

- A. Trash and debris removal will be at the Contractor's expense. The Contractor will take special care to ensure minimal problems from refuse odors, insects, etc. Trash receptacles shall be conveniently stationed on tees and at the clubhouse.
 - B. Fill ball washers, water coolers, and empty trash receptacles 2 times per day, once before play and again before noon.
 - C. Replace or repair damaged or worn equipment as needed.
16. Equipment
- A. Equipment shall be washed and cleaned daily at end of shifts. Employee will spend the last fifteen (15) minutes of the shift cleaning equipment used throughout the course of the day.
 - B. All equipment must be full-service detailed at least one time per week.
17. Well Maintenance
- A. A ledger will be kept to track maintenance updates of well services.
 - B. Wells are to be appropriately serviced quarterly.
18. Ponds Maintenance (plus banks)
- A. Ponds and creeks are to remain weed and trash free, absent of noxious growth and pungent odors.
 - B. Water hazards and water bodies are to be well-marked and attractive.
 - C. Removal of any dead animals and fish from ponds shall occur as needed to maintain a professional appearance and aesthetically pleasing environment.
 - D. Banks surrounding bodies of water are to be well maintained, mowed, and trimmed.
19. Personnel and Training
- A. Crews - A maintenance crew shall be on duty at the course daily under the supervision of an on-duty superintendent or supervisor. (A qualified golf course superintendent is defined as an individual with a degree from a 2-year or 4-year college or university accredited with agronomy.)
 - B. Conduct specialized annual training - Superintendents should attend annual training with USGA sponsored conferences, seminars, workshops, and trade shows. Document and report to City of Bryan liaison on a quarterly basis.
20. Environmental Management
- A. Maintain TDA and TDH Certification for pesticide and chemical application in categories pertaining to golf courses. Provide evidence to City of Bryan liaison

annually of current certification.

- B. Record pesticide and chemical usage applications. Review with City of Bryan liaison quarterly.
 - C. Keep MSDS sheets of pesticides and chemicals used on the course readily available for reference and training.
 - D. Store and mix all pesticides and chemicals in an approved chemical storage area.
 - E. Pesticide applications will be performed under the direction of a State licensed applicator.
21. Construction and Remodeling
- A. Any change in the physical characteristics of any area of the golf course, such as addition or removal of sand traps, addition or removal of any hazards (water, trees or native vegetation), re-grading involving movement of soil exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings, will be undertaken after consulting with the City of Bryan liaison.
 - B. Other
 - A. Provide rodent control.
 - B. Maintain all ponds and bridges in a safe and sanitary manner and in good appearance.
 - C. Conduct soil analysis at least one time per year.

NOTE: THESE SPECIFICATIONS ARE MINIMUM PRACTICES NECESSARY FOR THE PROPER MAINTENANCE OF THE GOLF COURSE FACILITY, BUT NOTHING IN THESE SPECIFICATIONS SHALL BE INTERPRETED TO LIMIT THE RESPONSIBILITY OF THE CONTRACTOR.

Sample Staffing Maintenance Guidelines

March/October

Maintenance Standards

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Hrs.	Monthly Hrs.
Greens	4.5	4.5	4.5	4.5	4.5	4.5	4.5	31.5	126
Tees/Collars/Aprons	3		3		3			9	36
Cups	3.5		3.5		3.5	3.5	3.5	17.5	70
Tee Markers & Trash	2	2	2	2	2	2	2	14	56
Bunkers	2.5		2.5		2.5	2.5	2.5	12.5	50
Ball Washers/Sand Buckets		2			2			4	16
Water jugs, RR, Ropes	2	2	2	2	2	2	2	14	56
Green Slopes		3		3				6	24
Tee Slopes		3		3				6	24
Fairways	8	4		8	4			24	96
Roughs	4	4	4	4				16	64
Spraying	4	4		2				10	40
Irrigation Settings/Repairs	2			2				4	16
Topdressing of Greens/Tees	3		3					6	24
Landscaping	1				1			2	8
Hand-watering greens/Hotspots	2		2		2			6	24
Fertilize greens & tees w/irrigation	2							2	8
Specialty apps of Pesticides		3		3				6	24
Aerify Greens/Tees		8	8					16	64
Verti-Cut Greens	4		2					6	24
Weedeat/Detail	2	2	2	2				8	32
Course Traffic Control	2			2				4	16
Clean/Detail Equipment &Shop	2	2	2	2	2	1	1	12	48
Tree Pruning/Limb Removal	3			3				6	24
Divot Repairs	3				3			6	24
Drainage Repairs/Sod		4	4					8	32
Total Hours Weekly/Monthly								255.5hrs	1022hrs
Employee Equivalents								6.4	

April/September

Maintenance Standards

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Hrs.	Monthly Hrs.
Greens	4.5	4.5	4.5	4.5	4.5	4.5	4.5	31.5	126
Tees/Collars/Aprons	3		3		3			9	36
Cups	3.5		3.5		3.5	3.5	3.5	17.5	70
Tee Markers & Trash	2	2	2	2	2	2	2	14	56
Bunkers	2.5		2.5		2.5	2.5	2.5	12.5	50
Ball Washers/Sand Buckets		2		2				4	16
Water jugs, RR, Ropes	2	2	2	2	2	2	2	14	56
Green Slopes	3		3		3			9	36
Tee Slopes		3		3				6	24
Fairways	8	4		8	4			24	96
Roughs	4	4	4	4	4			20	80
Spraying	4		4					8	32
Irrigation Settings/Repairs	3			3				6	24
Topdressing of Greens/Tees		7						7	28
Landscaping	2				2			4	16
Fertilize greens & tees w/irrigation			2.5					2.5	10
Hand-watering greens/hotspots	2	2	2	2				8	32
Specialty apps of Pesticides		3		3				6	24
Spike Greens/Tees		3		3				6	24
Verti-Cut Greens	4							4	16
Weedeat/Creeks/Lakes/Ponds	2	2	2	2	2			10	40
Edge Cart Paths		3	3	3				9	36
Tree Pruning/Limb Removal	3		3					6	24
Divot Repairs		3		3				6	24
Drainage Repairs/Sod		4		4				8	32
Total Hours Weekly/Monthly								252hrs	1008hrs
Employee Equivalent								6.3	

May-August

Maintenance Standards

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Hrs.	Monthly Hrs.
Greens	4.5	4.5	4.5	4.5	4.5	4.5	4.5	31.5	126
Tees/Collars/Aprons	3		3		3			9	36
Cups	3.5		3.5		3.5	3.5	3.5	17.5	70
Tee Markers & Trash	2	2	2	2	2	2	2	14	56
Bunkers	2.5		2.5		2.5	2.5	2.5	12.5	50
Ball Washers/Sand Buckets		2		2				4	16
Water jugs, RR, Ropes	2	2	2	2	2	2	2	14	56
Green Slopes	3		3		3			9	36
Tee Slopes		3		3				6	24
Fairways	8	4		8	4			24	96
Roughs	5	5	5	5	5			25	100
Spraying	4		4	2				10	40
Irrigation Settings/Repairs	3			3				6	24
Topdressing of Greens/Tees		4		6				10	40
Landscaping	2			2				4	16
Fertilize greens & tees w/irrigation		2.5						2.5	10
Hand-watering greens/hotspots	2	2	2	2	2			10	40
Specialty apps of Pesticides		3		3				6	24
Spike Greens/Tees	3		3		3			9	36
Verti-Cut Greens		6						6	24
Weedeat/Creeks/Lakes/Ponds	3	3	3	3	3			15	60
Edge Cart Paths		3	3	3				9	36
Tree Pruning/Limb Removal		3		3				6	24
Divot Repairs	3		3					6	24
Sod/ Drainage repairs		4		4				8	32
Total Hours Weekly/Monthly								274	1056
Employee Equivalent								6.85	

Exhibit "H"

Notice of Golf Course Deficiency

**City of Bryan
City Course at the Phillips Event Center**

NOTICE OF GOLF COURSE DEFICIENCY

Golf Operations

- ___ Greens
- ___ Fairways & Roughs
- ___ Tees (including Driving Range)
- ___ Practice Facilities
- ___ Restrooms
- ___ Maintenance Records & Schedules
- ___ Lakes & Water Hazards
- ___ Maintenance Employees
- ___ Maintenance Shop & Equipment
- ___ Traffic Control

Clubhouse Operations

- ___ Golf/Pro Shop
- ___ Merchandise (Pro Shop)
- ___ Beverage Cart
- ___ Security & Accounting
- ___ Carts
- ___ Personnel
- ___ Lockers

Statement of Deficiency

Describe nature of deficiency to be corrected:

Reported By: _____

Date: _____

Date Statement of Correction Due: _____

Statement of Correction

Describe what has or will be done to correct this deficiency:

Reported By: _____

Date: _____

Acknowledgement of Deficiency Correction

It is hereby acknowledged that the above-listed golf course deficiency has been satisfactorily corrected.

For City of Bryan _____

By: _____

Date: _____

For Contractor _____

By: _____

Date: _____

Exhibit "I"

Annual Plan and Annual Budget Line Item Detail

**Pro Forma Income Statement for
The City Course for the Years Ending 2018 - 2022**

	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5
1. Gross Sales	\$960,733	\$1,009,715	\$1,035,388	\$1,065,510	\$1,080,176
Cost of Goods Sold:					
B. COST OF GOODS SOLD	0	0	0	0	0
C. GROSS MARGIN	\$960,733	\$1,009,715	\$1,035,388	\$1,065,510	\$1,080,176
Less: Variable Expenses					
G&A PAYROLL	\$63,446	\$65,978	\$68,614	\$71,360	\$74,220
PAYROLL EXPENSE COMBINED GOLF	\$396,380	\$413,400	\$429,000	\$437,350	\$442,800
TOTAL PAYROLL	\$459,826	\$479,378	\$497,614	\$508,710	\$517,020
TOTAL OTHER EXPENSE-GOLF SHOP	\$141,219	\$142,993	\$143,648	\$144,929	\$145,804
TOTAL OTHER EXPENSE GOLF MAINTENANCE	\$102,538	\$105,138	\$105,738	\$105,988	\$105,988
F. TOTAL OPERATING EXPENSES	\$703,583	\$727,509	\$747,000	\$759,627	\$768,812
G. NET OPERATING PROFIT (LOSS)	\$257,151	\$282,206	\$288,389	\$305,883	\$311,364

**Pro Forma Income Statement for
City Course at PEC**

	Year One - Ending 2018												TOTAL
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	
Enrollment Golf Fees	1600	1200	100	0	0	0	0	0	0	0	0	6300	9200
Greens Fees	8441	15338	32777	39258	34467	34381	35659	30348	35397	26388	26214	22710	341378
Tournament Green Fees	60	859.32	7680	15410	2640	2972	417	2565	3325	19470	1500	0	56898.32
Cart Rental	3,970	6,900	15,132	17,665	15,755	15,680	15,170	13,670	15,030	11,655	12,119	9,860	152606
Tournament Cart Fees	30	573	2,920	6,345	680	1,040	0	1,350	945	11,600	60	0	25542.88
Merchandise													0
Rental Club Revenue													0
Range Fees	1,230	3,791	2,664	4,601	2,957	3,151	3,125	2,623	9,768	2,455	1,750	576	38691.61
Tournament Range Fees	0	0	1,320	1,735	340	520	0	1,505	495	1,190	300		7405
Lessons													0
Amenity Revenues													0
Finance Charges													0
Membership Dues	25,516	25,083	29,045	28,226	26,749	28,912	27,186	28,079	27,554	27,554	27,554	27,554	329011.55
Oil Revenue													0
Miscellaneous Revenue													0
A. Gross Sales	40,847	53,744	91,638	113,240	83,588	86,656	81,557	80,140	92,514	100,312	69,497	67,000	960733
Cost of Goods Sold:													
B. COST OF GOODS SOLD	0	0	0	0	0	0	0	0	0	0	0	0	0
C. GROSS MARGIN	40847	53744	91638	113240	83588	86656	81557	80140	92514	100312	69497	67000	960733
G&A PAYROLL	4880	4880	7323	4880	4880	4880	4880	7323	4880	4880	4880	4880	63446
PAYROLL EXPENSE COMBINED GOLF	27,300	28,350	45,200	33,930	33,650	33,950	32,900	43,300	31,200	31,000	27,800	27,800	396,380
TOTAL PAYROLL	32,180	33,230	52,523	38,810	38,530	38,830	37,780	50,623	36,080	35,880	32,680	32,680	459,826
OTHER EXPENSE													
Professional Services-Payroll, IT Services	657.17	5429.5	484.53	420.78	419.11	1086.77	511.11	402.67	429.62	753	753	753	12100.26
Legal & Professional	890	0	0	250	147.5	0	0	0	1255	0	0	0	2542.5
Security	0	0	0	99.73	0	28.42	0	0	77.13	0	0	28	233
Website	0	724	292	0	0	0	0	0	0	0	0	0	1015.94
Electric	1,410	1,418	1,341	1,496	1,607	2,045	2,142	2,153	2,035	1,707	1,500	2,000	20853.06
Telephone & Internet	162	162	162	162	162	163	161	144	161	162	162	162	1924.21
Supplies-Rangeballs	2,679	187	67	17	0	0	457	1,437	532	0	0	0	5376.94
Cleaning Supplies	0	0	0	0	0	0	0	0	0	0	0	0	0
Equipment	0	0	0	0	0	0	0	0	0	163	0	0	163
Gasoline & Oil	925	1,020	1,050	1,500	900	850	900	1,800	1,500	700	650	650	12445

**Pro Forma Income Statement for
City Course at PEC
Year One - Ending 2018**

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	TOTAL
Insurance Expense-Workers Comp	183	183	183	183	183	183	183	183	183	183	183	183	2196
Interese Expense-Capital Lease & 1/2 PU Truck	0	0	0	0	0	0	0	0	0	0	0	0	0
License, Fees & Permits	183	183	183	183	183	183	183	183	183	183	183	183	2196
Printing & Copies	5	5	5	5	5	5	5	5	5	5	5	5	60
Property Taxes-Leased Equip	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OTHER EXPENSE GOLF MAINTENANCE	6,984	8,534	9,334	7,984	10,134	9,384	9,064	10,134	8,934	8,284	7,734	6,034	102538
F. TOTAL OPERATING EXPENSES	50,244	59,001	72,687	59,938	59,887	59,074	55,424	73,092	63,559	54,502	49,619	46,556	703,583
G. NET OPERATING PROFIT (LOSS)	(9,396)	(5,257)	18,951	53,302	23,701	27,582	26,133	7,048	28,955	45,810	19,878	20,444	257151

Exhibit “J”

Golf Carts, Equipment, Supplies Transfers

Exhibit "J"
Golf Carts, Equipment, Supplies Transfers

Item	Price
70 count - 2014 Club Car Precedent 12L Golf Carts (w/ Kawasaki FE 350 gas engines)	\$182,000
2006 John Deere 5105 tractor	\$18,100
2002 John Deere TC125 Collection System	\$3,500
Miller Millermatic 211 Mig welder	\$1,100
Wacker Nelson Water Pump	\$175
Miller Thunderbolt AC/DC Arc Welder	\$150
Milwaukee Reciprocating Saw	\$115
Skilsaw Circular Saw	\$75
Porter cable Cordless Drill	\$75
Chicago Electric Chainsaw Grinder	\$25
Delta Shopmaster Chop saw	\$80
Porter Cable Hammer Drill	\$50
Hitachi Angle Grinder	\$65
Air Compressor & Tools	\$950
Oxygen/Acetylene Cutting Torch	\$950
PVC fittings & pipe	\$500
Toro/ Wathermatic Irrigation parts	\$750
Workbenches, Vices & Grinders	\$975
Toolboxes (x2)	\$875
Welding supplies	\$300
Nuts, Bolts, Bolt Bins	\$450
Oil	\$70
Mower/Aerator Parts	\$3,535
Grease	\$350
Dzl-lene XL/10	\$273
Ladders (x4)	\$555
Rakes & Shovels	\$200
Cup Cutters (x3)	\$500
verticutting reels	\$5,000
Pump up Sprayers	\$80
Turf Paint	\$300
Chemicals & Fertilizers	\$10,663
Miscellaneous	\$1,000
Total	\$233,786
Agreed Amount	\$232,000