

CITY OF POMONA COUNCIL REPORT

July 17, 2017

To: Honorable Mayor and Members of the City Council

From: Linda Lowry, City Manager

Submitted by: Mark Lazzaretto, Development Services Director

Subject: Adoption of a Resolution approving a lease agreement with Jucchou Corp for the use and operation of Palm Lake Golf Course

OVERVIEW

Recommendation – Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager or her designee to execute an agreement with Jucchou Corp for the lease and operation of Palm Lake Golf Course.

Previous Council Action – On May 15, 2017, the City Council voted to reject all proposals for the lease of Palm Lake Golf Course and directed staff to reissue a Request for Proposal (RFP) to attract additional bidders.

Fiscal Impact – The initial lease term will be a five-year lease at \$1 per year. The lease would be automatically renewable for three additional five-year terms, but would be cancelled if Jucchou Corp failed to invest at least \$100,000 in capital improvements into the property during the first five years. Jucchou Corp will also be responsible for all maintenance and operational costs of the facility.

By entering into a lease for operation and maintenance of the golf course, the City will receive an undetermined amount of sales tax from the sale of food and beverages at the restaurant and on any merchandise sold at the pro shop, UUT on the utility bills paid by the operator, and revenues to the water, sewer, and refuse funds for services provided at the golf course. Conversely, the City will not have water or maintenance costs associated with the golf course as the new operator will be responsible for all expenses. Additionally, the new operator will perform renovations on the existing structures and the course itself at no cost to the City.

EXECUTIVE SUMMARY

In March 2017, staff received notice from the lessee of Palm Lake Golf Course, Palm Lake Junior Golf Academy, that they would be breaking the lease and returning the property to the City due to financial constraints. Staff issued an RFP in order to receive proposals from golf

course operators for a new lease of the property. On May 15, 2017, the City Council voted to reject all three proposals and reissue the RFP to attract additional bidders. The reissued RFP resulted in four proposals, two of which were new. Staff has ranked the submissions, with the most qualified bidder being Jucchou Corp. Staff is recommending that an agreement be executed to lease the golf course for \$1 per year, with Jucchou Corp being responsible for all maintenance and operational costs of the facility.

DISCUSSION

Shortly after the former operator of Palm Lake Golf Course notified the City that he would be severing ties with the City, staff issued an RFP to solicit bids for a new operator. The RFP was issued quickly with an abbreviated response timeframe in order have a new operator in place in as short of time as possible to avoid issues with vandalism, theft, weeds, dumping of trash and debris, and water costs to the City to keep the greens alive while a new operator was selected. The initial RFP resulted in three responses, two of which were from golf course operators and one from an operator who proposed turning the course into a dedicated “footgolf” facility. Staff ranked the proposals, with Jucchou Corp being the highest ranked bidder.

On May 15, 2017, the City Council considered the proposals and then voted to reject all of the bids and reissue the RFP to solicit additional proposals. The City Council indicated that they did not have an issue with the Jucchou Corp proposal, but due to the short RFP response timeframe, the Council wanted to give time for additional bidders to respond in an attempt to secure the best proposal possible for the City.

Shortly thereafter, a new RFP was issued and four proposals were received. The footgolf operator did not respond to the new RFP. Two of the proposals were from bidders that responded to the first RFP and two new entities responded.

Proposals

The four proposals were from Chino Development League, Golflinks Management, Jucchou Corp, and Soaring Eagles Golf Academy. The proposals were ranked independently by four staff members, including the Development Services Director, Community Services Manager, the acting Parks and Landscape Manager, and the Facilities/Sports Rentals Supervisor, based on the scoring criteria in the RFP. The highest weighting in the scoring was given to the financial proposal, followed by equal weighting for the firm’s experience, operations and management plan, and maintenance plan. The proposals were ranked as follows (copies of each of the proposals have been attached as Attachments 1-4):

	Individual rater’s ranking, 1 being best, 4 being worst			
Chino Development League	4	3	4	4
Golflinks Management	3	4	3	3
Jucchou Corp	1	1	2	1
Soaring Eagles Golf Academy	2	2	1	2

The independent scoring resulted in Jucchou Corp having the highest ranking, followed by Soaring Eagles Golf Academy, Golflinks Management, and Chino Development League.

Jucchou Proposal

The proposal submitted by Jucchou Corp is for an initial five-year lease at \$1 per year with Jucchou Corp being responsible for all costs, including the renovation of the buildings and course. All revenues generated by the golf course would be kept by Jucchou Corp. The lease would be automatically renewable for three additional five-year terms, but would be cancelled if Jucchou Corp failed to invest at least \$100,000 in capital improvements into the property during the first five years. Additionally, should the golf course become profitable to the point that \$150,000 or more is generated in net profit for Jucchou Corp in any calendar year, the proposal includes a fee to the City of 10% of the net profit.

The raters liked the experience that Jucchou had at Palm Lake Golf Course and felt that the knowledge of the course would be beneficial and that the operator “knows what he’s getting into.” The proposal included quotes for maintenance projects and equipment, a good operations plan and a good maintenance plan. The raters felt that the opening date was probably overly optimistic and that the capital investment would likely need to be greater to fully renovate the course. Raters liked having the pricing of golf course fees and the hours of operation. The proposal relies heavily on revenue generated by golf lessons and the golf academy, both of which are strengths of the proposed operator. The proposal was rated the highest by three of the four raters, with the fourth having Jucchou in second place.

Soaring Eagles Golf Academy Proposal

The proposal submitted by Soaring Eagles Golf Academy is for a base term of 10 years at \$1 per year, with Soaring Eagles being responsible for all costs. Beyond the initial 10-year term, the proposal includes automatic extensions of up to 49 additional years for completing various improvement projects and making capital investments in the facility. After the initial term and any automatic extensions, the proposal provides for 5% revenue sharing to the City on all adult driving range and green fees for lease payments for further years. The proposal anticipates rehabilitation costs of \$103,000, with a soft opening 30 days after taking over the course and a grand opening in late summer 2017.

The raters felt that the proposal was strong and liked the analysis of fees charged at other local courses. They thought the marketing plan was strong and that the proposal benefited from including costs for improvement projects and equipment. They felt the proposal relied heavily on revenue from the restaurant and advertising and that the costs for employee wages and benefits were unrealistic. The proposal focused heavily on marketing and needed more information on the operations and maintenance plans. Overall, the raters liked the proposal, with one ranking it highest and the remaining three ranking it in second place.

Golflinks Management Proposal

Golflinks Management submitted a proposal that included financial participation by the City in revenue and expenses. There was no proposed length for the lease term. The City would be paid

5% of green fees, 3% of the revenue from food and beverages, and 4% of the driving range fees. This would amount to approximately \$12,000 per year in revenue to the City. The City would be responsible for all of the utility costs, including water and electricity, estimated in the proposal to be \$112,700 in the first year and increasing after that. Therefore, the net cost to the City would be over \$100,000 per year in expenses that are not in the City's current fiscal year budget.

The raters liked that the management company currently operates a similar golf course and has extensive experience. On the negative side, the proposal did not include any detail on maintenance plans, operation plans, or line-level detail on financial information. In addition, raters scored the proposal on the lower side due to the required \$100,000 annual investment by the City.

Chino Development League Proposal

The proposal received from Chino Development League included a lease term "to be \$1/year, over 15-30 year period." The City would receive 10% of the profits. A requirement of the proposal would be that the City "assure the cost of irrigation water is controlled and remains at an agricultural price."

The proposal from Chino Development League included very little information and detail, so raters ranked the proposal very low. The company has extensive experience in agricultural and nurseries and a desire to return the course to a first-class condition. They propose to invest over \$600,000 in improvements to the grounds. Beyond that, there is no management plan, no operations detail, no maintenance information, and no financial statements whatsoever. The proposal was ranked last by three of the four raters.

Recommendation

One of the main components of the RFP process was demonstrating the financial capacity of the operator to help ensure that the new operator has the finances necessary to invest in the facility and continue to run it in a safe and successful manner. To that end, staff recommends that the selected proponent be required to demonstrate that it has a minimum of \$100,000 in available credit or cash in order to finance the necessary improvements to the golf course. Additionally, should the operator not be successful and terminate the lease, the City could be left with unpaid water bills as was the case in the past. To remedy that, staff recommends requiring a \$10,000 deposit when the water account is turned on to cover at least two billing cycles in case the bills are not paid in a timely manner.

As discussed above, staff rated all four proposals received. The highest ranking bidder was Jucchou Corp. Staff recommends that the City Council authorize the City Manager to execute a lease agreement substantially similar to the attached draft agreement (Attachment 5) that was used with the former operator with Jucchou Corp to start on August 1, 2017, or as soon as possible thereafter.

- Attachments
1. Resolution
 2. Jucchou Corp Proposal
 3. Soaring Eagles Golf Academy Proposal

Palm Lake Lease Agreement

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4. Golflinks Management Proposal
5. Chino Development League Proposal
6. Draft Lease

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POMONA,
APPROVING A LEASE AGREEMENT WITH JUCCHOU CORP FOR
USE AND OPERATION OF PALM LAKE GOLF COURSE**

WHEREAS, the City of Pomona owns a property known as the Palm Lake Golf Course, located at 1300 W. Phillips Drive, Pomona, California;

WHEREAS, the City has issued a Request for Proposals to solicit proposals for an entity to lease and operate the golf course;

WHEREAS, the Jucchou Corp has been selected as the most qualified proponent from the list of proposals received;

WHEREAS, the City Council desires to adopt this Resolution approving a ground lease of the golf course to Jucchou Corp;

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pomona as follows:

SECTION 1. The above recitals are true and correct and are a substantive part of this resolution.

SECTION 2. The City Council hereby approves the ground lease of the golf course to Jucchou Corp for the term of 5 years, with three additional five-year extensions, substantially in accordance with the ground lease attached hereto as Exhibit "A".

SECTION 4. The City Manager and the officers and staff of the City of Pomona are hereby authorized and directed, jointly and severally, to execute the ground lease and do any and all things which they may deem necessary or advisable to effectuate this Resolution and the ground lease.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution and it shall thereupon take effect and be in full force.

APPROVED AND ADOPTED THIS 17TH DAY OF JULY 2017.

ATTEST:

POMONA CITY COUNCIL

Eva M. Buice, Clerk

Tim Sandoval, Mayor

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF POMONA

I, EVA M. BUICE, CLERK of the CITY OF POMONA CITY COUNCIL do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the ____ day of _____, 2017 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Eva M. Buice, Clerk

Jucchou Corp
Response to Request for Proposal
Palm Lake Golf Course
RFP No: 2017-14

City of Pomona
City Hall
City Clerk's Office
505 S. Garey Avenue
Pomona, CA 91766

Jucchou Corp
3103 Cove Landing Road
Chino Hills, CA 91709

Jucchou Corp

April 10, 2017

City of Pomona
City Hall
City Clerk's Office
505 S. Garey Avenue
Pomona, CA 91766

Re: Response to Request For Proposal, Palm Lake Golf Course, RFP NO. 2017-14

To: Pomona City Clerk:

On behalf of Jucchou Corp, please accept this letter and accompanying materials as our Response to Request for Proposal for the operation of Palm Lake Golf Course. We have reviewed the Request for Proposal and understand the scope of services required by the City of Pomona for the golf course operator.

Sincerely,

Jeffrey Hirose, President

3103 Cove Landing Road, Chino Hills, CA 91709
<http://www.jucchougolf.com/>



A native of golf-friendly Hawaii, Jeffrey Hirose, President and owner of Jucchou Corp, is a PGA apprentice, US Kids Golf Certified and a Certified Level 1 and Level 2 Junior Titleist Performance Institute Instructor. Jeffrey brings a life-long enthusiasm to teaching the game of golf. His background includes over a decade of professional golf instruction at all levels of learning at several Southern California Courses and last year was honored with the US Kids Golf top 50 kids award. Jeffrey brings in-depth knowledge and firmly believes that golf instruction should be enjoyable for all golfers.



Mission Statement

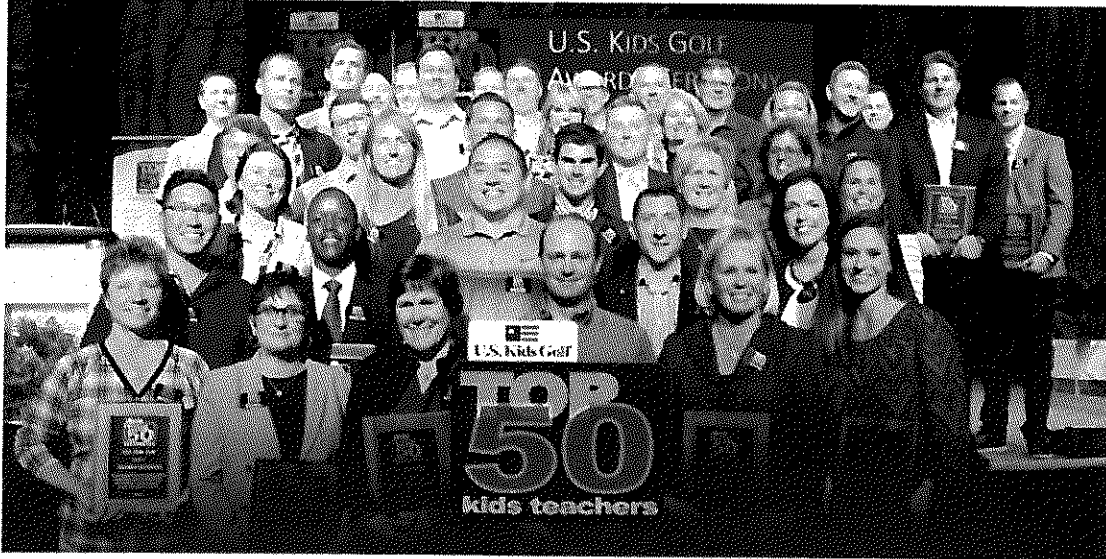
"To help teach, inspire and develop the golfer to learn the proper etiquette, rules, strategies and principles of golf in order to become world class citizens."

Proposed Instruction Programs

- Private lessons
- Golf school programs
- Playing lessons
- Player development programs such as Get Golf Ready
- Clinics (general and AimPoint green reading clinics)
- Family instruction to engage non-playing spouses and children
- Long-term coaching programs
- Supervised practice sessions
- Junior programs for at least three distinct levels: beginner, intermediate and competitive (US Kids golf learning program)
- Junior summer camps
- Junior League Competitions
- Club fitting
- Corporate groups/outings
- Golf fitness-related programs

- Golf nutrition-related programs
- Golf psychology-related programs

Hirose named Top 50 Kids Teacher by U.S. Kids Golf



NORCROSS, Ga. – Jeffrey Hirose, from Palm Lake Golf Course, has been named to U.S. Kids Golf's annual list of Top 50 Kids Teachers. The Award recognizes the world's most outstanding youth golf instructors, and Hirose is part of a select group that earned Top 50 accolades among nearly 350 applicants.

Since 2004, U.S. Kids Golf has honored the best youth golf teachers with the Top 50 Kids Teacher Award. Applicants complete an online survey and winners are chosen based on their contributions to youth golf, such as: experience young golfers; time devoted to teaching youth; innovation, creativity and fun in their programs; communication; parental involvement; use of a well-organized instruction program and overall effort to grow the game.

The Top 50 Kids Teachers of 2016 includes golf professionals from 26 states, Canada, England and Kenya. Each year, award recipients include teachers who work at public, private, resort and municipal courses.

"These coaches are honored as more than instructors," explained Dan Van Horn, the President and Founder of U.S. Kids Golf. "They create outstanding opportunities for young golfers to learn in a fun and rewarding environment that instills a love for the game and engages the entire family. Their ability to connect with students and fully engage them in the learning process sets them apart."

The Top 50 Kids Teacher Award is administered by the U.S. Kids Golf Coaches Institute, a division of the U.S. Kids Golf Foundation. For more information about the Top 50 Kids Teacher Award, please contact U.S. Kids Golf at coaches@uskidsgolf.com.

Top 50 Kids Teachers – Class of 2016

Roger Adams... Highfields G.&C.C... Grafton, Mass.

Leighann Albaugh... Magnolia Green G.C... Moseley, Va.

Ryan Anderson... The Glencoe G.&C.C... Calgary, Alta.
 Peter Bakker... Mike Bender Golf Academy... Lake Mary, Fla.
 Matt Barton... The Wyndgate... Rochester Hills, Mich.
 Paul Belongie... RiverPines G.C... Johns Creek, Ga.
 Kathy Bounds... Dona Lerner Golf Academy... Raleigh, N.C.
 Zachary Bowcut... Nibley Park G.C... Salt Lake City, Utah
 John Brown... High Point C.C... High Point, N.C.
 Allen Burton... Lake Hickory C.C... Hickory, N.C.
 Todd Casabella... Barrington G.C... Aurora, Ohio
 Eva Chaffin... Santa Maria Golf Course... Baton Rouge, La.
 Matthew Clay... Del Mar Golf Center... Del Mar, Calif.
 Kelli Corlett... Haggin Oaks Golf Complex... Sacramento, Calif.
 Maeve Cromwell... Braelinn G.C... Peachtree City, Ga.
 Susan Crowley... Blackhawk C.C... Danville, Calif.
 Benjamin Debski... The Springhaven Club... Wallingford, Pa.
 Carlton Dove... Wichita C.C... Wichita, Kan.
 Alexander Fisher... The Glacier Club... Durango, Colo.
 Daniel Gaucher... Lyman Orchards G.C... Middlefield, Conn.
 Roman Greer... Cranberry Valley G.C... Harwich, Mass.
 Mary Hafeman... Missing Links... Mequon, Wis.
 Jim Hardy... Longleaf G.&F.C... Southern Pines, N.C.
 Bryan Heim... Columbine C.C... Columbine Valley, Colo.
 Michael Herzog... Golf Etc... Bismarck, N.D.
 Jeffrey Hirose... Palm Lake G.C... Pomona, Calif.
 Michelle Holmes... Cahoon Plantation G.C... Chesapeake, Va.
 Blake Jirges... Henry Brunton Golf Academy... Irvine, Calif.
 Emanuel Kasio... Golf For Kids... Kiserian, Kenya
 Susie Kirk... The Woodlands C.C... The Woodlands, Texas
 Mary Beth Kohberger... Newton C.C... Newton, N.J.
 Sally Krystyn... Shadow Glen The G.C... Olathe, Kan.
 Sheryl Maize... Crystal Lake G.C... Lakeville, Minn.
 Wade Martin... The Villages Golf Academy... The Villages, Fla.
 Kelli McKandless... Brookhaven C.C... Dallas, Texas
 Cindy Miller... The Wehrle Golf Dome... Williamsville, N.Y.
 Oliver Oliquiano... Island Pacific Golf Academy... Kapolei, Hawaii
 Maria Palozola... Big Bend Golf Center... Valley Park, Mo.
 Gene Powell... Four Bridges C.C... Liberty Township, Ohio
 Tom Reid... Wentworth Club... Surrey, England
 Eddie Roethlisberger... Ponca City C.C... Ponca City, Okla.
 Tom Shea... Eagles G.C... Tampa, Fla.
 Ryan Smith... Rick Murphy Golf Academy... Greensboro, N.C.
 Jim Sykes... The Landings Club... Savannah, Ga.
 Tina Tombs... Arizona Biltmore G.C. & Resort... Phoenix, Ariz.
 Tim Wagner... Timber Trails G.C... Pocono Pines, Pa.
 Matt Walter... Vanderbilt Legends Club... Franklin, Tenn.
 Adam Williamson... Rumson C.C... Rumson, N.J.
 Tyler Wong... Tualatin C.C... Tualatin, Ore.
 Phillip Yudys... Glen Oak C.C... Glen Ellyn, Ill.

About U.S. Kids Golf

The U.S. Kids Golf Foundation, a Georgia non-profit recognized as a 501(c)(3) charity, was created in 2001 and provides services that include competition and instruction. The Foundation organizes over 800 tournaments each year for more than 10,000 players, ages 5-18. These tournaments include Local Tours in more than 50 cities, eight Regional Championships, the European Championship, and the U.S. Kids Golf World Championship and Teen World Championship, which are held each year in Pinehurst, North Carolina.

The vision of the U.S. Kids Golf Foundation is to provide kids and their families the opportunity participate in the game of golf through instruction and competition. With the belief that family interaction is critical in the development of young golfers, parents are encouraged to serve as caddies for their kids during tournaments and to develop positive coaching techniques.

U.S. Kids Golf, LLC is based in Atlanta and manufactures equipment and related golf products designed for kids. It was created in 1997 when Founder/CEO Dan Van Horn found that his children were losing their interest in golf due to not having the proper equipment. In addition to more than 4,000 golf shops and retail locations in the United States, the company's products also are available in more than 75 countries worldwide.

US Kids Golf Orange County Local Tour Director

Jeffrey Hirose and student on ABC News

<http://abc7.com/sports/5-year-old-boy-swings-into-golf-prodigy-stardom/958456/>

JUCCHOU CORP.
PALM LAKE GOLF COURSE
SUMMARY

SCOPE OF SERVICES

Jucchou Corp will provide management services over all aspects of the golf course, driving range, academy and pro shop. Jucchou Corp intends to sublease the restaurant facility to a restaurant operator who will be required to invest capital for the build out of the restaurant facilities. The City of Pomona may have approval rights over the sub lessee for the restaurant.

CAPITAL INVESTMENT

Palm Lake Golf Course is in need of repair. Specifically, the netting and support structure require upgrades. The palm trees on the course are in need of pruning. From the recent windstorm, palm fronds litter the golf course. The shade structure near the pro shop needs to be removed or replaced. The pro shop needs updating and repairs. The restaurant needs a major overhaul. Maintenance equipment will need to be obtained to service the course and driving range. An estimate for repairs to the netting and support system and trimming of trees is included herein. An estimate for purchasing maintenance equipment is also included.

It is anticipated that approximately \$150,000 will be required to be spent for the various upgrades and improvements that are required for Palm Lake Golf Course (not including restaurant). A timeline for the improvements is included herein.

LEASE

Jucchou Corp would request a five-year lease, with three five-year renewal options, to lease the Palm Lake Golf Course for \$1 per year. The renewal options would be cancellable by the City of Pomona in the event that Jucchou Corp failed to invest at least \$100,000 in capital improvements and equipment during the initial term. In the event that net profits after repayment of investor funds exceed \$150,000 during any calendar year, Jucchou Corp will pay the City of Pomona a fee of 10% of the net profit.

JUCCHOU CORP.
PALM LAKE GOLF COURSE
TRANSITION PLAN

Upon receiving confirmation that our company has been awarded the contract to operate all operations at Palm Lake Golf Course, we have structured the following plan assuming the timetable for conveyance per the RFP.

Summary of Events for Mobilization and Implementation

Date	Action
On or About July 1, 2017 (if confirmation is received)	Meet with contractor to review implementation of course clean up, including fixing the netting and support structure and cleaning course and trees. Place ads for employees.
July 15, 2017	Review and enter lease with City of Pomona Property site visit to review status, inventory and equipment for the Golf Shop. Interview existing personnel (if any) and potential candidates for positions of Golf Shop Manager and Golf Course Superintendent. Start outlining staff positions to be filled. Inspect golf course for any course damage; obtain maintenance equipment.
July 21, 2017	Start interview process for all positions; Transition existing website, social media and customer database to company (if any) Finalize all Management Positions
July 30, 2017	Finalize all construction necessary for safety concerns; transfer current students to Palm Lake; begin to stock Golf Shop with inventory Start training of staff
July 15, 2017	Open golf course to the public.

JUCCHOU CORP.
PALM LAKE GOLF COURSE
BUSINESS PLAN

The success of the Palm Lake Golf Course will be obtained by its utilization as a learning center for kids and adults, by creating a family fun experience to be shared by all, and providing valuable instruction at affordable prices. By increasing the amount of people taking lessons, the course will naturally get utilized more. Jucchou Corp is uniquely positioned to quickly increase the number of students at Palm Lake, due to its current class lists.

Jeffrey Hirose, Greg Osborne, PGA and Jucchou Corp's professional staff will use golf at Palm Lake Golf Course as a tool to help teach, inspire and develop the junior golfer to learn the proper etiquette, rules, strategies and principles of golf in order to become strong golfers and more importantly, world class citizens in the local area.

We intend create a safe and fun environment for all junior and adult golfers to learning to become the best that can be at this great game called golf. Most importantly, we will build a place that the City of Pomona and the golfers that come to Palm lake will be proud of.

The success of the operating plan will be based on being able to:

- Improve the course condition.
- Improve the overall marketing and image of the facility.
- Create new player development programs through the Academy.
- Develop new fitness activities for both golfers and non-golfers.

A three year pro-forma profit and loss statement is attached. While we understand that the course will require significant capital improvements, we believe that these numbers are attainable. Of significant benefit to us, Jeffrey Hirose has over 100 students currently in lesson plans that he intends to bring to Palm Lake.

As for capital improvements, an estimate for repairs and an list of equipment is also included herein.

Staffing levels. We anticipate the following for our initial staffing:

General Manager/Operator: Jeffrey Hirose

Pro Shop: Director of Golf

Greg Osborne, PGA- Mt. Sac College Head Coach

Maintenance: Superintendent

Currently on standby for committed professional

Golf Fitness Professional:

Currently on standby for committed professional

Golf Teaching Professionals:

Teaching Staff Development

PGA & PGA apprentice

US Kids Golf Certified

Certified Titleist Performance Institute Instructor

- We will recruit future staff members that have a teaching background or a degree in teaching. At Palm Lake, Jucchou Golf Academy will also train and mentor golf professionals to become great coaches of the game of golf.

The Teaching Staff at Palm Lake will include:

- Director of Instruction: Jeffrey Hirose
- Head Golf Professional: Greg Osborne, PGA
- Teaching Professional: Ben Kim
- Assistant Professional: TJ Balhon

Core Values of the Jucchou Program:

1. All staff members are accountable for their performance, attitude and actions at the club.
2. Through planning and preparation, the staff provides a smooth-running operation and solves problems before they occur or immediately after.
3. The Director establishes a learning atmosphere for the staff, stressing education, delegation and the expansion of staff responsibilities.
4. Our teachers are lifetime students who keep up on best practices in their field. Staff training in the art and science of golf performance will be continual and ongoing.

JUCCHOU CORP.
PALM LAKE GOLF COURSE
MANAGEMENT PLAN

Course Management.

Our mandate is to provide a high level of customer service in the most cost effective manner as possible at the golf course. We will assess all options which shall include the recruitment and employment of industry professionals as needed.

Day-to-Day Operations

As part of the operational management plan the facility will have an established set of procedures that will be developed through a club reference guide. Below is an example of the areas covered and the policy and procedures as they relate to the overall operation of the golf course:

1. Opening and Closing procedures- cash handling, banking, credit card, and gift card procedures.
2. Tee times – booking reservation, junior and senior policy, pace of play, no-shows, walk-ins, tee sheet utilization, loyalty and data capture procedures.
3. Merchandising – Selling, returns, discounting, inventory, displaying, ordering and stocking procedures.
4. Golf Academy programs – Run in compliance with US Kids Golf, Class descriptions, schedules and pricing, proper procedures for booking, and payment procedures will be developed and all classes will be available for registration online.
5. Tournament Management – A structured tournament operations plan shall be developed for the facility including staffing assignments, function sheets, brochures and contracts.
6. Customer Service -- a training program designed to teach and maintain a highly-motivated staff prepared to create the right first impression and continuing impression, with a smile, offer help, anticipate the customer's needs and respond with the appropriate action.
7. Reporting Procedures – Detailed reports will be maintained for management review, forecasting, budgeting and auditing of daily operations.
8. Instructional, Event and Social Activities Calendar – A complete calendar of activities and programs will be established with marketing support through collateral materials, sales training,

Course Usage

The objective of our course usage plan will be to develop a plan to improve the tee sheet utilization. We will create new programs to attract families, couples, juniors and senior players to the course.

Hours of operation: The initial hours of operation will be as follows

Day	Open	Close
Monday	7am	7pm
Tuesday	7am	7pm
Wednesday	7am	7pm
Thursday	7am	7pm
Friday	7am	7pm
Saturday	7am	7pm
Sunday	7am	7pm

Fees for golfers:

9 holes weekday adult:	\$10
9 holes weekday child (under 17)	\$5
9 holes weekend adult	\$11
9 holes weekend child	\$6
1 large bucket range balls	\$10
1 small bucket range balls	\$5

Fees for golfers: Members and Pomona residents

9 holes weekday adult:	\$8
9 holes weekday child (under 17)	\$3
9 holes weekend adult	\$9
9 holes weekend child	\$4
1 large bucket range balls	\$8
1 small bucket range balls	\$3
Annual membership	\$50

We anticipate charging a \$1.00 fee on all green fees to start a capital improvement fund for the Pro Shop and if necessary, the Restaurant.

JUCCHOU CORP.
PALM LAKE GOLF COURSE
GOLF COURSE MAINTENANCE PLAN

Soil Test:

The first task will be to take soil samples of the greens, tees and fairways. The results of these tests will enable us to construct and implement a program to amend the soil PH by applying Lime, Gypsum or other minerals as the test results indicate.

Pesticide Program:

A pesticide program will be designed and implemented and follow all state and local regulations to control turf diseases, insects, grubs and weeds. Plant growth regulators will be applied to inhibit seed head production on the greens. Growth regulators will also be applied to tees and fairways to reduce clippings, improve ball roll and enhance turf vigor.

Fertilizers:

Granular and liquid fertilizers will be used and follow all state and local regulations on the greens and tees on a regular basis. Granular fertilizers will be used on the fairways and rough as needed.

Aeration:

A combination of core and solid tine aeration will be performed on the greens at different times during the growing season. Core aeration will be performed in spring and fall. Less disruptive solid tine aeration will be performed during the summer months. Fairways will be aerated as needed.

Seeding:

An aggressive fairway over seeding program will be implemented in the fall of the first year. Greens will be seeded as needed. Further fairway seeding will be done as needed.

Verticutting/Topdressing:

Verticutting and topdressing of the greens will be performed on a regular basis to remove thatch and smooth the putting surfaces.

Tee Box/Mats:

Tee mats will be rotated six or seven days a week during the golf season depending on the amount of play.

Pin Placement:

Putting greens cups will be moved six or seven days a week to reduce traffic wear on the greens and add variety.

Turf Cutting and Height of Cut Schedule:

The greens will be cut six days a week depending on weather conditions and time of year. Tees, approaches and collars will be cut two to three days a week depending on weather conditions and time of year. Primary rough will be cut once a week.

Height of cuts as follows:

Greens - $\frac{9}{64}$ ”
Fairways - $\frac{9}{16}$ ”
Approaches - $\frac{1}{2}$ ”
Collars - $\frac{1}{2}$ ”
Primary Rough - $2\frac{1}{2}$ ”

Bunkers:

Bunkers will be raked six days a week, weather dependent. Edging of bunkers will be done on an as needed basis. Bunker reconstruction will be part of a capital improvement project.

Irrigation:

The course will be irrigated on an as needed basis. Daily inspection of turf conditions and weather observations will dictate the amount of water applied.

Airflow/ Sunlight:

The airflow and sunlight to some green complexes may be blocked by underbrush and trees. In this case underbrush clearing and tree pruning will be necessary to improve airflow and the amount of sunlight the green receives.

Parking Lot Maintenance:

The lot will be policed daily for trash. Blowers will be used to keep the lot clear of debris. Potholes will be repaired on an as needed basis.

Irrigation of Turf Grass

Maintain and repair when and where needed. These repairs include the labor for normal replacement of broken or defective sprinkler heads, simple repairs to leaks in main lines, laterals and broken valves or the labor to replace controllers and troubleshooting electrical problems. The Pump Station will be monitored and generally maintained.

Irrigation cycles will be during the evening hours so as not to interfere with play. We are hopeful that the city of Pomona will provide a recycled water program for Palm Lakes Golf Course.

Golf Course Equipment Maintenance

Our plan to purchase or lease the initial maintenance equipment and ensure all equipment is maintained at optimal performance. In addition to the list provided, typical blowers, weed Wacker and other garden equipment would be purchased. Greens mowers and fairway units would be considered the top priority for replacement followed other mowing equipment and grooming.

Once we are in the operation we will conduct a more detailed capital plan for replacement.

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FACILITIES MAINTENANCE PLAN

As soon as reasonably possible after opening, we intend to assess the structural integrity of the Pro Shop and Maintenance Equipment storage areas and institute such measures as required to bring them into a first-class condition.

Overview – An ongoing maintenance program will be implemented that is focused on preventative maintenance to stem the costs associated with broken or damaged equipment. A written plan will be created that assigns a punch list of areas of responsibility for daily, weekly, monthly and seasonal inspections of structures and equipment.

Exteriors – Exteriors of all structures will be inspected on a monthly basis for damage from burrowing animals or insect infestation, potential threat of overhanging branches and for general maintenance. All structures will be reviewed daily for loose debris and garbage. Building surrounds will be maintained on an as needed basis, i.e. mulching, plantings and mowing.

Structures – All structures on the property will be assessed for future viability as a productive asset and determine a replacement schedule for aged facilities. All grounds maintenance facilities as well as clubhouse, restaurant and cart barn will be visually and manually inspected for hazards to remain OSHA compliant.

Electric – Maintain all electrical equipment warranty schedules for the kitchen, barn and maintenance facility. Document each inspection and repair and maintain a log of incidence. Create a reporting system that can be used by each department to document defective outlets, switches, panels or appliances. Promptly respond to reported incidents of defect in electrical equipment.

Plumbing – Create a log for documenting routine inspections and repair to plumbing in each facility. Encourage early reporting by staff of any sink, toilet, faucet or tap that is impaired.

Security – The installation of cameras and motion detecting lights in sensitive areas of the facility will help prevent equipment damage due to vandals and discourage theft by customers and employees. Locating cameras that are highly visible to the public that are attached to the building will reduce the chance of property loss due to theft and or vandalism.

Vandalism – In addition to adding cameras to the security mix, any case of vandalism on the property will be thoroughly investigated. Any repeated events of vandalism will be met with active surveillance to detect, identify and remove the actor(s) involved. If necessary, law enforcement will be contacted and made aware of the incident(s).

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PALM LAKE GOLF COURSE
MARKETING PLAN

Marketing Database

The Marketing database comes in two forms. The database of existing Palm Lake Golf Course customers and Jucchou Corps database of over 700 past & current students. Jucchou Corp would market to these customers in an effort to quickly get the word out that Palm Lake Golf Course is back in operation and notify them of the improvements we have made to the facility.

Re-branding the Golf Course

Palm Lake Golf Course needs to be branded as a facility that the whole family can enjoy. This diamond in the rough is a gem where Moms and Dads can spend an inexpensive afternoon with their kids and all play and enjoy together. We anticipate that many of our students will play a round of golf with their parent(s) either before or after their weekly lesson.

Effective Integration of Social Media

It is no longer an option whether to reach your audience through social media, it is a necessity. The amount and usage of social media has become part of the fabric of all marketing campaigns. Our approach to the marketing of the golf course would be to create a Facebook page and utilize it as an effective way to communicate to the market. This includes constant updates about the course, photos, special promotions and Facebook ads which is a cost-effective way of reaching an audience.

We have found that more people of all ages are using Facebook including the senior base. This allows for better forecasting and planning and establishes a user base that becomes a conduit to further market the course. This is accomplished through engagements and post sharing and expands audience reach. We will also establish a Twitter account to compliment Facebook as a means of expanding the social media platform.

Jucchou Golf Academy: Facebook

<https://www.facebook.com/theschoolofgolf/?ref=bookmarks>

Jucchou Golf: Instagram

<https://www.instagram.com/jucchougolf/>

Jucchou Jr. Golf Association: Instagram

<https://www.instagram.com/jjgagolf/>

Email Blasts -Creating Newsletters and Communiqués

Staying in touch with the patron base through newsletters and communiqués is an essential and effective means of communications. Our resources allow us to effectively create, manage and expand the patron database to communicate informative content and graphically driven emails. This is an effective tool that is utilized to craft future campaigns and identify markets in which to target. This type of marketing allows for continuous contact with the patron base and insures that

flow of information is reaching its intended target.

JUCCHOU CORP.
PALM LAKE GOLF COURSE
ACKNOWLEDGEMENT OF THANKS

We are thankful to the City of Pomona for giving us this opportunity to participate the RFP process for Palm Lake Golf Course. We make this submission with the intent of meeting and exceeding the required mandates set forth in the RFP. We strongly believe that Jucchou Corp can provide the best possible option for operating Palm Lake Golf Course for several reasons. We do realize that you must go through the vigorous due diligence process of vetting all proposals and ultimately use their wise judgment in deciding what is best for the property and the residents of Pomona.

As we mentioned, there are several compelling reasons why Jucchou Corp would provide the best solution for Palm Lake Golf Course. To start with, we feel our company is a proven commodity with Jeffrey Hirose having taught kids golf in excess of 10 years, having an established bank of more than 700 past and present students.

It is our hope that you will give our proposal serious consideration in your selection process and we avail ourselves for any further questions and presentations as needed. We thank the City of Pomona for allowing Jucchou Corp to be part of the RFP process and look forward to the opportunity of working with you in the operation of Palm Lake Golf Course.



JOHN DEERE

Quote Summary

Prepared For:

Jeff Horoshi
CA

Prepared By:

Nick Scovel
Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
Phone: 909-626-8586
Mobile: 909-376-6715
nscovel@stotzeq.com

Quote Id: 15076740
Created On: 06 April 2017
Last Modified On: 06 April 2017
Expiration Date: 13 April 2017

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 2500A GAS GREENSMOWER	\$ 12,000.00 X	1 =	\$ 12,000.00
JOHN DEERE 8700A DIESEL	\$ 18,000.00 X	1 =	\$ 18,000.00
JOHN DEERE 8800 TERRAINCUT ROUGH MOWER	\$ 16,500.00 X	1 =	\$ 16,500.00
JOHN DEERE TX 4X2 GAS GATOR	\$ 4,500.00 X	1 =	\$ 4,500.00
Equipment Total			\$ 51,000.00

Quote Summary

Equipment Total	\$ 51,000.00
SubTotal	\$ 51,000.00
Sales Tax - (8.75%)	\$ 4,462.50
Total	\$ 55,462.50
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 55,462.50

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 15076740

JOHN DEERE 2500A GAS GREENSMOWER

Hours: 0

Stock Number:

				Selling Price
				\$ 12,000.00
Code	Description	Qty	Unit	Extended
2500	Refurbished Greens mower	1	\$ 12,000.00	\$ 12,000.00
Suggested Price				\$ 12,000.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 12,000.00

JOHN DEERE 8700A DIESEL

Hours: 0

Stock Number:

				Selling Price
				\$ 18,000.00
Code	Description	Qty	Unit	Extended
8700	Refurbished fairway mower	1	\$ 18,000.00	\$ 18,000.00
Suggested Price				\$ 18,000.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 18,000.00

JOHN DEERE 8800 TERRAINCUT ROUGH MOWER

Hours: 0

Stock Number:

				Selling Price
				\$ 16,500.00
Code	Description	Qty	Unit	Extended
8800	Refurbished Rough mower	1	\$ 16,500.00	\$ 16,500.00
Suggested Price				\$ 16,500.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 16,500.00

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 15076740

JOHN DEERE TX 4X2 GAS GATOR

Hours: 0

Stock Number:

				Selling Price
				\$ 4,500.00
Code	Description	Qty	Unit	Extended
TX	Refurbished Turf Gator	1	\$ 4,500.00	\$ 4,500.00
Suggested Price				\$ 4,500.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 4,500.00

2017	Jul Plan	Aug Plan	Sep Plan	Oct Plan	Nov Plan	Dec Plan	Jan Plan	Feb Plan	Mar Plan	Apr Plan	May Plan	Jun Plan	Total
Summary Income Statement													
Revenue													
Membership Dues	\$ -	\$ -	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 7,500.00
Green Fees	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 59,000.00
Pull Cart Rentals	\$ 300.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 5,900.00
Driving Range	\$ 2,220.00	\$ 2,960.00	\$ 2,960.00	\$ 3,700.00	\$ 3,700.00	\$ 4,440.00	\$ 4,340.00	\$ 4,340.00	\$ 4,980.00	\$ 4,980.00	\$ 5,080.00	\$ 5,720.00	\$ 49,420.00
Learning Center	\$ 4,800.00	\$ 6,400.00	\$ 6,400.00	\$ 8,000.00	\$ 8,000.00	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00	\$ 11,200.00	\$ 11,200.00	\$ 11,200.00	\$ 12,800.00	\$ 108,800.00
Merchandise	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00	\$ 66,000.00
Food	\$ 1,002.00	\$ 1,336.00	\$ 1,336.00	\$ 1,670.00	\$ 1,670.00	\$ 2,004.00	\$ 1,894.00	\$ 1,894.00	\$ 2,118.00	\$ 2,118.00	\$ 2,228.00	\$ 2,452.00	\$ 21,722.00
Beverage	\$ 1,002.00	\$ 1,336.00	\$ 1,336.00	\$ 1,670.00	\$ 1,670.00	\$ 2,004.00	\$ 1,894.00	\$ 1,894.00	\$ 2,118.00	\$ 2,118.00	\$ 2,228.00	\$ 2,452.00	\$ 21,722.00
Other													
Total Revenue	\$ 14,324.00	\$ 19,432.00	\$ 22,432.00	\$ 25,040.00	\$ 26,040.00	\$ 30,148.00	\$ 29,728.00	\$ 29,728.00	\$ 33,416.00	\$ 34,416.00	\$ 35,836.00	\$ 39,524.00	\$ 340,064.00
Cost of Sale													
Merchandise	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 47,000.00
Food	\$ 1,000.00	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 13,000.00
Beverage	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 14,000.00
Total Cost of Sales	\$ 7,000.00	\$ 2,700.00	\$ 2,700.00	\$ 3,800.00	\$ 4,800.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 74,000.00
Gross Profit	\$ 7,324.00	\$ 16,732.00	\$ 19,732.00	\$ 21,240.00	\$ 21,240.00	\$ 25,148.00	\$ 23,728.00	\$ 23,728.00	\$ 25,416.00	\$ 25,416.00	\$ 26,836.00	\$ 29,524.00	\$ 266,064.00
Payroll													
Golf	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 19,200.00
Range	\$ -	\$ 400.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 800.00	\$ 800.00	\$ 6,100.00
Learning Center	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 25,000.00
Membership													
Course Maintenance	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 19,200.00
Food & Beverage	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 5,500.00
General & Administrative	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 38,400.00
Facilities	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 8,900.00
Other													
Total Payroll	\$ 6,300.00	\$ 8,200.00	\$ 8,200.00	\$ 9,800.00	\$ 9,900.00	\$ 10,200.00	\$ 10,200.00	\$ 10,300.00	\$ 11,000.00	\$ 12,600.00	\$ 12,800.00	\$ 12,800.00	\$ 122,300.00
Other Operating Expenses													
Golf	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 2,400.00
Range	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 7,500.00
Learning Center	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Course Maintenance	\$ 2,000.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 10,800.00
Food & Beverage	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
General & Administrative	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 9,600.00
Learning Center Commissions	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Facilities	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 9,600.00
Total Other Operating Expenses	\$ 7,800.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 63,900.00
Utilities													
Water	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 21,000.00
Power & Natural Gas	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Telephone	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 2,400.00
Other													
Total Utilities	\$ 2,200.00	\$ 3,200.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,200.00	\$ 3,200.00	\$ 2,700.00	\$ 2,200.00	\$ 2,200.00	\$ 2,700.00	\$ 2,700.00	\$ 35,400.00
Lease & Rentals													
Maintenance Equipment	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Other													
Total Leases & Rentals	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Total Controllable Operating Exp	\$ 16,800.00	\$ 17,000.00	\$ 17,500.00	\$ 19,100.00	\$ 19,200.00	\$ 19,000.00	\$ 19,000.00	\$ 18,600.00	\$ 18,800.00	\$ 20,400.00	\$ 21,100.00	\$ 21,100.00	\$ 227,600.00
Controllable EBITDAR	-\$ 2,476.00	\$ 2,432.00	\$ 4,932.00	\$ 5,940.00	\$ 6,840.00	\$ 11,148.00	\$ 10,728.00	\$ 11,128.00	\$ 14,616.00	\$ 14,016.00	\$ 14,736.00	\$ 18,424.00	\$ 112,464.00
Non-Controllable Oper Exp													
Property Tax	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Insurance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Total Non-Controllable Oper Exp	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 12,000.00
Total Operating Expenses	\$ 18,300.00	\$ 18,500.00	\$ 19,000.00	\$ 20,600.00	\$ 20,700.00	\$ 20,500.00	\$ 20,500.00	\$ 20,100.00	\$ 20,300.00	\$ 21,900.00	\$ 22,600.00	\$ 22,600.00	\$ 158,200.00
EBITDAR	-\$ 10,976.00	-\$ 1,768.00	\$ 732.00	\$ 640.00	\$ 540.00	\$ 4,648.00	\$ 3,228.00	\$ 3,628.00	\$ 5,116.00	\$ 3,516.00	\$ 4,236.00	\$ 6,924.00	\$ 20,464.00
Property Rent													
Third Party Rent	\$ 1.00												\$ 1.00
Total Property Rent	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00
EBITDA	-\$ 10,977.00	-\$ 1,768.00	\$ 732.00	\$ 640.00	\$ 540.00	\$ 4,648.00	\$ 3,228.00	\$ 3,628.00	\$ 5,116.00	\$ 3,516.00	\$ 4,236.00	\$ 6,924.00	\$ 20,463.00

2018	Jul Plan	Aug Plan	Sep Plan	Oct Plan	Nov Plan	Dec Plan	Jan Plan	Feb Plan	Mar Plan	Apr Plan	May Plan	Jun Plan	Total
Summary Income Statement													
Revenue													
Membership Dues	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Green Fees	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,500.00	\$ 10,500.00	\$ 101,000.00
Pull Cart Rentals	\$ 600.00	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 1,050.00	\$ 1,050.00	\$ 10,100.00
Driving Range	\$ 5,720.00	\$ 5,820.00	\$ 6,450.00	\$ 6,560.00	\$ 6,560.00	\$ 6,560.00	\$ 7,300.00	\$ 7,300.00	\$ 7,300.00	\$ 7,300.00	\$ 7,400.00	\$ 8,090.00	\$ 82,370.00
Learning Center	\$ 12,800.00	\$ 12,800.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 17,600.00	\$ 188,800.00
Merchandise	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 13,000.00	\$ 128,000.00
Food	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 40,500.00
Beverage	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 40,500.00
Other													
Total Revenue	\$ 39,820.00	\$ 40,820.00	\$ 44,060.00	\$ 46,260.00	\$ 46,260.00	\$ 46,260.00	\$ 49,700.00	\$ 53,700.00	\$ 53,700.00	\$ 53,700.00	\$ 55,450.00	\$ 60,740.00	\$ 590,270.00
Cost of Sale													
Merchandise	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 99,000.00
Food	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00
Beverage	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 14,000.00
Total Cost of Sales	\$ 8,500.00	\$ 8,500.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 10,500.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 123,000.00
Gross Profit	\$ 31,320.00	\$ 32,320.00	\$ 34,560.00	\$ 36,760.00	\$ 36,760.00	\$ 36,760.00	\$ 40,200.00	\$ 43,200.00	\$ 41,700.00	\$ 41,700.00	\$ 43,450.00	\$ 48,740.00	\$ 467,270.00
Payroll													
Golf	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 19,200.00
Range	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 13,200.00
Learning Center	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 49,000.00
Membership													
Course Maintenance	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 19,200.00
Food & Beverage	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
General & Administrative	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 57,600.00
Facilities	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Other													
Total Payroll	\$ 13,300.00	\$ 13,300.00	\$ 13,300.00	\$ 13,300.00	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 17,000.00	\$ 176,200.00
Other Operating Expenses													
Golf	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 2,400.00
Range	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 7,500.00
Learning Center	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Course Maintenance	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 9,600.00
Food & Beverage	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
General & Administrative	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 19,200.00
Learning Center Commissions	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 30,000.00
Facilities	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 19,200.00
Total Other Operating Expenses	\$ 9,700.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 99,900.00
Utilities													
Water	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 21,000.00
Power & Natural Gas	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Telephone	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 2,400.00
Other													
Total Utilities	\$ 2,200.00	\$ 3,200.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,200.00	\$ 3,200.00	\$ 2,700.00	\$ 2,200.00	\$ 2,200.00	\$ 2,700.00	\$ 2,700.00	\$ 35,400.00
Lease & Rentals													
Maintenance Equipment	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Other													
Total Leases & Rentals	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Total Controllable Operating Exp	\$ 26,200.00	\$ 25,700.00	\$ 26,200.00	\$ 26,200.00	\$ 27,400.00	\$ 26,900.00	\$ 26,900.00	\$ 26,400.00	\$ 27,400.00	\$ 27,400.00	\$ 27,900.00	\$ 28,900.00	\$ 323,500.00
Controllable EBITDAR	\$ 13,420.00	\$ 15,120.00	\$ 17,860.00	\$ 20,060.00	\$ 18,860.00	\$ 19,360.00	\$ 22,800.00	\$ 27,300.00	\$ 26,300.00	\$ 26,300.00	\$ 27,550.00	\$ 31,840.00	\$ 266,770.00
Non-Controllable Oper Exp													
Property Tax	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Insurance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Total Non-Controllable Oper Exp	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 12,000.00
Total Operating Expenses	\$ 27,700.00	\$ 27,200.00	\$ 27,700.00	\$ 27,700.00	\$ 28,900.00	\$ 28,400.00	\$ 28,400.00	\$ 27,900.00	\$ 28,900.00	\$ 28,900.00	\$ 29,400.00	\$ 30,400.00	\$ 223,900.00
EBITDAR	\$ 3,420.00	\$ 5,120.00	\$ 6,860.00	\$ 9,060.00	\$ 7,860.00	\$ 8,360.00	\$ 11,800.00	\$ 15,300.00	\$ 12,800.00	\$ 12,800.00	\$ 14,050.00	\$ 18,340.00	\$ 125,770.00
Property Rent													
Third Party Rent	\$ 1.00												\$ 1.00
Total Property Rent	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00
EBITDA	\$ 3,419.00	\$ 5,120.00	\$ 6,860.00	\$ 9,060.00	\$ 7,860.00	\$ 8,360.00	\$ 11,800.00	\$ 15,300.00	\$ 12,800.00	\$ 12,800.00	\$ 14,050.00	\$ 18,340.00	\$ 125,769.00

2019	Jul Plan	Aug Plan	Sep Plan	Oct Plan	Nov Plan	Dec Plan	Jan Plan	Feb Plan	Mar Plan	Apr Plan	May Plan	Jun Plan	Total
Summary Income Statement													
Revenue													
Membership Dues	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Green Fees	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 12,500.00	\$ 12,500.00	\$ 13,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 147,500.00
Pull Cart Rentals	\$ 600.00	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 1,050.00	\$ 1,050.00	\$ 10,100.00
Driving Range	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 120,000.00
Learning Center	\$ 19,200.00	\$ 19,200.00	\$ 20,800.00	\$ 20,800.00	\$ 20,800.00	\$ 22,400.00	\$ 22,400.00	\$ 22,400.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 264,000.00
Merchandise	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 168,000.00
Food	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 72,000.00
Beverage	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 72,000.00
Tournament	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 67,000.00
Other													
Total Revenue	\$ 67,800.00	\$ 67,900.00	\$ 69,500.00	\$ 70,100.00	\$ 74,100.00	\$ 76,700.00	\$ 78,300.00	\$ 78,300.00	\$ 84,400.00	\$ 86,400.00	\$ 86,550.00	\$ 86,550.00	\$ 926,600.00
Cost of Sale													
Merchandise	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 132,000.00
Food	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 24,000.00
Beverage	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 14,000.00
Total Cost of Sales	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 170,000.00
Gross Profit	\$ 55,300.00	\$ 55,400.00	\$ 57,000.00	\$ 57,600.00	\$ 60,100.00	\$ 62,700.00	\$ 64,300.00	\$ 64,300.00	\$ 68,400.00	\$ 70,400.00	\$ 70,550.00	\$ 70,550.00	\$ 756,600.00
Payroll													
Golf	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 19,200.00
Range	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 13,200.00
Learning Center	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 90,000.00
Membership													
Course Maintenance	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 19,200.00
Food & Beverage	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
General & Administrative	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 72,000.00
Facilities	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Other													
Total Payroll	\$ 17,500.00	\$ 17,500.00	\$ 17,500.00	\$ 17,500.00	\$ 17,700.00	\$ 19,700.00	\$ 19,700.00	\$ 19,700.00	\$ 20,200.00	\$ 20,200.00	\$ 22,200.00	\$ 22,200.00	\$ 231,600.00
Other Operating Expenses													
Golf	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 9,600.00
Range	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 13,000.00
Learning Center	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Course Maintenance	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 9,600.00
Food & Beverage	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 9,000.00
General & Administrative	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 19,200.00
Learning Center Commissions	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 48,000.00
Facilities	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 33,600.00
Total Other Operating Expenses	\$ 13,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 14,000.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 14,000.00	\$ 154,000.00
Utilities													
Water	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 21,000.00
Power & Natural Gas	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Telephone	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Other													
Total Utilities	\$ 2,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 39,000.00
Lease & Rentals													
Maintenance Equipment	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Other													
Total Leases & Rentals	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Total Controllable Operating Exp	\$ 34,500.00	\$ 34,500.00	\$ 35,000.00	\$ 35,000.00	\$ 35,200.00	\$ 38,200.00	\$ 35,700.00	\$ 36,200.00	\$ 36,200.00	\$ 36,200.00	\$ 38,700.00	\$ 40,200.00	\$ 436,600.00
Controllable EBITDAR	\$ 33,300.00	\$ 33,400.00	\$ 34,500.00	\$ 35,100.00	\$ 38,900.00	\$ 38,500.00	\$ 41,600.00	\$ 42,100.00	\$ 48,200.00	\$ 50,200.00	\$ 47,850.00	\$ 46,350.00	\$ 490,000.00
Non-Controllable Oper Exp													
Property Tax	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Insurance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Total Non-Controllable Oper Exp	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 12,000.00
Total Operating Expenses	\$ 36,000.00	\$ 36,000.00	\$ 36,500.00	\$ 36,500.00	\$ 36,700.00	\$ 39,700.00	\$ 38,200.00	\$ 37,700.00	\$ 37,700.00	\$ 37,700.00	\$ 40,200.00	\$ 41,700.00	\$ 297,300.00
EBITDAR	\$ 19,300.00	\$ 19,400.00	\$ 20,500.00	\$ 21,100.00	\$ 23,400.00	\$ 23,000.00	\$ 26,100.00	\$ 26,600.00	\$ 30,700.00	\$ 32,700.00	\$ 30,350.00	\$ 28,850.00	\$ 302,000.00
Property Rent													
Third Party Rent	\$ 1.00												\$ 1.00
Total Property Rent	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00
EBITDA	\$ 19,299.00	\$ 19,400.00	\$ 20,500.00	\$ 21,100.00	\$ 23,400.00	\$ 23,000.00	\$ 26,100.00	\$ 26,600.00	\$ 30,700.00	\$ 32,700.00	\$ 30,350.00	\$ 28,850.00	\$ 301,999.00



GENERAL BUILDING CONTRACTOR

STATE LICENSE NO. 408399

GREEN EAGLE ENTERPRISE CORPORATION

20121 VALLEY BLVD. WALNUT, CA 91789-2632

www.greeneaglela.com

PHONE: (909) 598-5046 ♦ FAX: (909) 598-7057 ♦ Email: info@greeneaglela.com

April 7, 2017

Jeff Hirose
3103 Cove Landing Rd.
Chino Hills, CA 91709

RE: Palm Lake Golf Course
1300 W. Phillips Blvd.
Pomona, CA 91766

ESTIMATE: FOR EXISTING GOLF COURSE IMPROVEMENT:

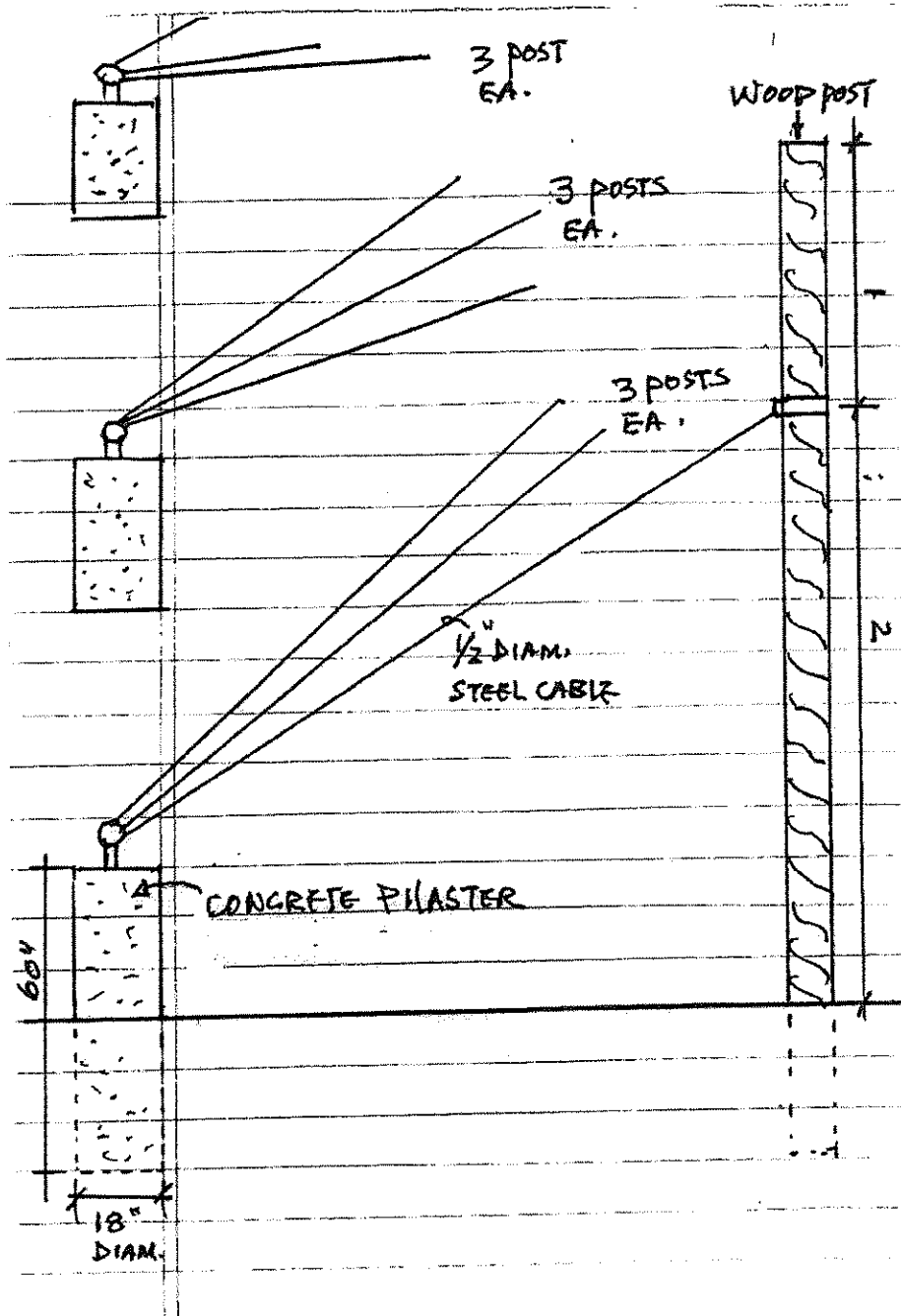
- | | |
|--|---------------------|
| 1. <u>DRIVING RANGE NINE (9) WOOD POST SUPPORTS:</u> | \$ 9,000.00 |
| <ul style="list-style-type: none">In order to secure nine (9) existing wood posts at the right side of driving range, build three (3) 60" deep 18" diameter concrete pilasters with 1/2" eye bolt at the left side of range to hold down 1/2" diameter steel cable to 2" wide steel collars at 2/3 up on wood posts. (not based on structural calculation.) | |
| 2. <u>PALM TREE CLEAN & TRIM:</u> | \$ 49,500.00 |
| <ul style="list-style-type: none">Clean, trim, and half-away dead palm tree branches on one hundred ninety eight (198) palm trees. | |
| 3. <u>CHAIN LINK FENCE REPAIR:</u> | \$ 25,800.00 |
| <ul style="list-style-type: none">Total length of chain link fence, approx. 4,300 long.Some posts need to be replaced.Some top rails, brackets, and wires need to be added and/or replaced. | |
| 4. <u>PARKING LOT IMPROVEMENT:</u> | \$ 14,100.00 |
| <ul style="list-style-type: none">Remove and dispose forty (40) existing concrete wheel stops.Power clean 18,500 sq. ft. of existing asphalt.Apply crack seal to up to 2,000 lin. ft. of existing asphalt cracks.Apply one coat of guard top seal to 18,500 sq. ft. of asphalt.Re-stripe approx. forty (40) single white line parking stalls.Layout and paint two(2) handicap parking stalls.Furnish and install forty (40) 4' concrete wheel stops.Furnish and install two (2) handicap signs and posts.Furnish and install two (2) handicap entry signs and posts. | |
| TOTAL: | \$ 98,400.00 |

NOTE:

- THIS ESTIMATE IS PRELIMINARY, NOT BASED ON ANY ENGINEERING AND/OR ARCHITECTURAL PLANS.
- NOT INCLUDING ANY PLAN CHECK, PERMIT, AND INSPECTION FEES.

SUBMITTED BY: _____


KARL NAGAI



REQUIRED FORM

CITY OF POMONA STATEMENT OF NON-COLLUSION

The undersigned who submits herewith to the City of Pomona a Bid or proposal does hereby certify that:

- a. All statements of fact in such bid or proposal are true;
- b. Such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. Such bid or proposal is genuine and not collusive or sham;
- d. Proponent has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Pomona or of any other Proponent or anyone else interested in the proposed procurement;
- e. Proponent did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said Proponent or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Proponent did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said Proponent or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Proponent did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Pomona, or to any person or persons who have a partnership or other financial interest with said Proponent in his business.
- h. Proponent did not provide, directly or indirectly to any officer or employee of the City of Pomona any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i. No officer or principal of the undersigned firm is employed or has been employed, either full or part time, by the City of Pomona, either currently or within the last two (2) years, or is related to any officer or employee of the City by blood or marriage within the third degree. An exception to this section may be granted by approval of the City Council prior to contract award.
- j. No officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding on, award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed on 5/1/2017 at Chino Hills
California. (Date) (Location)

Business:

Justice Now Corp

By:



Address:

3103 Core Landing Road
Chino Hills, CA 91709

(Signature)

Jeffrey Hince, President
(Print Name & Title)

REQUIRED FORM

CITY OF POMONA MINORITY BUSINESS QUESTIONNAIRE

Name of Business: Jucchon Corp.

Division or Subsidiary, if applicable: _____

Business Address: 3103 Cove Landing Road
Chino Hills, CA 91709

Business Telephone No.: 909 - 569 - 9386

Contact Person: Jeffrey Hirose

Title: President

Type of Business:

Non Profit	<input type="checkbox"/>
Sole Proprietorship	<input type="checkbox"/>
Partnership - General	<input type="checkbox"/>
- Limited	<input type="checkbox"/>
- Corporation	<input checked="" type="checkbox"/>

Is the business 51% or more owned by:

American Indian	<input type="checkbox"/>
Asian	<input checked="" type="checkbox"/>
Black	<input type="checkbox"/>
Hispanic	<input type="checkbox"/>
Female	<input type="checkbox"/>
Other	<input type="checkbox"/>

(please specify)

Prepared By: _____

Title: _____

Date: _____

For more information, please contact the City of Pomona Purchasing Division (909) 620-2381.

Soaring Eagles Golf Academy

Palm Lake Golf Course Proposal
Felix Palomares



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Soaring Eagles Golf Academy

Palm Lake Golf Course Business Plan



Business Plan - Soaring Eagles Golf Academy
(Palm Lake Golf Course Proposal)

THE COMPANY

Company History

Soaring Eagles Golf Academy (S.E.G.A.) was started in 2013. Felix Palomares started teaching his 2 year old son Jacob the sport of golf around 2010 when he saw that his son had an enjoyment of the sport. During that time he was also within the organization Help Youth Through Golf (HYTG). He has and continues to help HYTG in organizing tournaments from beginning to end. He runs, manages, and promotes the tournaments for the organization. After a few months in the organization, Felix began coaching the children within the organization on the etiquette and skills of the sport. Around 2013 Felix moved to Riverside, CA and decided to begin an organization similar to HYTG because he saw the positive impact that was occurring in the children, so Soaring Eagles Golf Academy (S.E.G.A.) was initiated. The organization was started with a group of 7 kids within Riverside County and then expanded to San Bernardino County in March of 2015.

S.E.G.A. has always kept in focus in making sure that every child that joins the academy understands and learns the game of golf. Not only do they learn skills needed to be successful in the sport, but S.E.G.A. has also made it a point to teach those same children the skills needed to be successful in their studies. Part of this is done by review school report cards on a quarterly basis.

Company Goals and Objectives

The current goal of S.E.G.A. is to acquire and maintain lease rights for the Palm Lake Golf Course in the City of Pomona. This acquisition will allow S.E.G.A. to assist the City of Pomona in involving residents of the community in the sport of golf. This will help to keep children off of the streets and be more involved in extra curricular activities.

The organization will provide a low income academy for children of all ages, after school tutoring at a low cost, and at the same time keep families involved together through golfing activities at the golf course.

Palm Lake Golf Course will be self sufficient as it will also be ran as a public golf course to the community.

Company Ownership Structure

The company is structured as a sole proprietorship.

Ownership Background

Felix Palomares (owner):

Felix Palomares has experience in both business management, golf etiquette/rules/regulations/training, and youth involvement. He has successfully ran a real estate business with 13 years of experience in the industry. With that he bring exceptional customer service skills with the knowledge and ability to market/advertise the business to be successful. He has a track record of driving sales and boosting company morale.

While managing the real estate business he started what is known now as Soaring Eagles Golf Academy (S.E.G.A.). This came about because of his love of the game and his son. Felix began coaching his son in 2010, when he was only 2 years old. He noticed that his son was really enjoying the sport and felt that he would be able to offer that same enjoyment to other children. In 2013, Felix organized the golf academy and managed to bring the sport into the lives of many children throughout the communities in the area. Felix has also been the principle organizer of different golf events within different communities. This gives him the experience in organizing different tournaments/events at Palm Lake that will bring the community of Pomona together. See attachments for sample of events that have been organized by Felix and community involvement.

Proposed Management Structure

The management structure for the Palm Lake Golf Course is as follows:

- 1 General Manager
- 1 Full-Time Proshop Employee
- 2 Part-Time Proshop/Restuarant Employees
- 1 Full-Time Maintenance Employee
- 1/2 Interns from Local Colleges

Organizational Timeline

The planned timeline to open the doors at golf course facility is within 30 days from the date that approval and keys have been given from the City of Pomona to run the course. The driving range will be open within 1 week from the time the approval is given.

THE PRODUCT

The Product

The following are products/services that will be offered at Palm Lake Golf Course:

- Driving Range
- Golf Rounds

- Golf Academy/Training
- Monthly Golf Tournaments
- Golf Equipment Rentals
- Golf Merchandise
- School/Educational Tutoring for Academy Attendees
(Partnership between S.E.G.A. & A Better Tomorrow. See Advertising Flyer.)
- Snacks & Refreshments
- Restaurant Meals
- Alcoholic Beverages
- Advertising Spaces For Local Businesses.

SUMMARY MARKETING PLAN (SEE MARKETING PLAN)

The Target Market

The S.E.G.A. management team possess' good information about the market and knows a great deal about the common attributes that are possessed by individuals to obtain as customers. Soaring Eagles Golf Academy will leverage this information to better understand who to market/advertise to and how to communicate to this specific market base. The niche market found will be any individual from the age of 5 up until anyone over the age of 65.

Target Markets

- Schools (elementary through high school for public, private, & charter schools)
- Senior Centers
- Local Churches
- City Centers
- Boys & Girls Clubs
- YMCAs
- Local Businesses
- Community Residents.

Pricing

Products/services provided will be based on product costs, profit margins, and competitive pricing based on the competition in the surrounding areas. Below is a current price list that will be used initially when Palm Lake Golf Course is acquired by the S.E.G.A. The price list can change as the industry and product costs change over time.

Green Fees

- Adult Weekday \$9.00
- Adult Weekend \$11.00
- Senior Weekday \$7.00
- Senior Weekend \$9.00
- Junior Weekday \$4.00
- Junior Weekend \$4.00

Driving Range

- Medium Bucket \$5.00
- Large Bucket \$7.00
- Jumbo Bucket \$10.00

Push Cart Rental - \$2.00

Golf Club Rental

- Per Club \$1.00
- Fullset Clubs \$10.00

Golf Balls

- Per Ball (used) \$1.00
- Per Ball (new) \$2.00
- Sleeve of Balls (new) \$5.00

Snacks & Refreshments

- Price Varied (products will be listed at 175 - 200% above wholesale price per item)
(example: Soda wholesale price is 0.35 per can, will be sold at \$1.00 per can)

Advertising Space For Local Businesses

- Bench Advertising \$100.00 per month per sign (12 benches available, 2 signs per bench)
- Banners \$50.00 per month per banner (10 banner areas available)
- Tee Box Banners \$2,000 per year (9 tee boxes available).

COMPETITOR ANALYSIS

The Competitors

<i>Local Golf Courses</i>	<i>Type of Course</i>	<i>Distance from Pomona</i>	<i>Cost without cart</i>
Mountain Meadows	9/18 hole	3.8 miles	\$20/\$40
El Prado Golf	9/18 hole	10.8 miles	\$15/\$27
Upland Hills	18 hole	12.6 miles	\$59
Los Serranos	18 hole	7.3 miles	\$60
Whispering Lakes	9/18 hole	11.4 miles	\$17/\$27
San Dimas Canyon	18 hole	17 miles	\$44
Glen Oaks	9 hole	18 miles	\$11

OPERATIONS

Daily Operations

Operation of Palm Lake Golf Course would be conducted on a daily basis by 3 employees during regular business hours. The following shows the hours of operation, as well as the personal that will be on location during those specific hours.

Hours of Operation

Fall/Winter Season

- Monday thru Friday (7:00 am - 5:00 pm)
- Saturday & Sunday (7:00 am - 5:00 pm)

Spring/Summer Season

- Monday thru Friday (7:00 am - 7:00 pm)
- Saturday & Sunday (7:00 am - 7:00 pm)

Employee Hours

Fall/Winter Season

- General Manager
 - Wed thru Sun (All Day)
- 1 Proshop Employee
 - Mon thru Fri (7:00 am - 4:00 pm)
- 1 Proshop Employee
 - Fri thru Tue (7:00 am - 12:00 pm)
- 1 Proshop Employee

- Fri thru Tue (12:00 pm - 5:00 pm)
- 1 Maintenance Employee
- Wed thru Sun (6:00 am - 1:00 pm)

Spring/Summer Season

- General Manager
 - Wed thru Sun (8:00 am - 7:00 pm)
- 1 Proshop Employee
 - Mon thru Fri (7:00 am - 5:00 pm)
- 1 Proshop Employee
 - Fri thru Tue (7:00 am - 12:30 pm)
- 1 Proshop Employee
 - Fri thru Tue (12:30 pm - 5:30 pm)
- 1 Maintenance Employee
 - Wed thru Sun (6:00 am - 2:00 pm)

Staffing

General Manager - Full Time

Proshop Employees - 1 Full Time & 2 Part Time

Maintenance Employee - 1 Full Time

Maintenance

Maintenance of the golf course will be maintained on a daily basis by both the full-time proshop employee and the maintenance employee. The golf course will be maintained at the golf course standards. Greens, Fairways, and Bunkers will be maintained as the following:

Greens:

- Greens will be mowed daily during the growing season. Spring and late fall heights of cut will be .140 of an inch with smooth rollers. The heights will be lowered on or about Memorial Day to .125 of an inch. Health conditions permitting, the height will be lowered to .1 of an inch and will remain throughout July and August with a separate clean-up band cut at 1/8."
- Greens will be hand mowed weekdays and after heavy rainfall. They will be double-triplex mowed on weekends cut to maintain relative speed objectives. Grooming and / or verticutting will be used periodically to control grain and keep it at acceptable levels.
- Greens will be rolled on Saturdays and Sundays, if needed, to maintain minimum speed objectives.
- Greens speed will be measured Wednesday and Friday via the Stimpmeter in order to maintain minimum speed objectives. These readings will be included into the Superintendent's monthly quality report.
- Growth regulator will be applied as an aid to increase green speed, reduce excessive growth and increase turf density.

- Greens will be topdressed bi-weekly for smoothness, firmness and to control thatch. Additional topdressing may be required for preparation of tournament conditions.
- Greens will be aerated as follows: All eighteen holes will be aerated in the spring using .25 of an inch hollow tines and will be completed within a three day period (weather permitting). Late fall aeration will consist of .5 x 10 inch deep drill tines covering all eighteen holes over a three day period (weather permitting). Topdressing sand will be fully and carefully incorporated into the aerification holes.
- Greens will be irrigated as little as possible to promote deep rooting, drought tolerance, and minimal disease problems. Greens will be firm and the soil dry whenever possible.
- Greens will be checked daily with hole-cups being changed as needed.
- Greens will be monitored throughout the winter months (November to March) to determine if they can remain open for play. All efforts will be taken to ensure a minimum of nine holes will be open for play during the winter months (weather permitting). The general rule is that the greens will remain open whenever possible. Alternate greens will be required when weather conditions dictate that severe damage will occur if greens are played on.
- Greens apron and collars will be maintained with adequate and consistent cushion of rough from collar to bunker. Collars will be mowed at .437 of an inch during the spring and will be lowered to .375 of an inch on or about Memorial Day. The collars will generally be 30 inches wide.

Fairways:

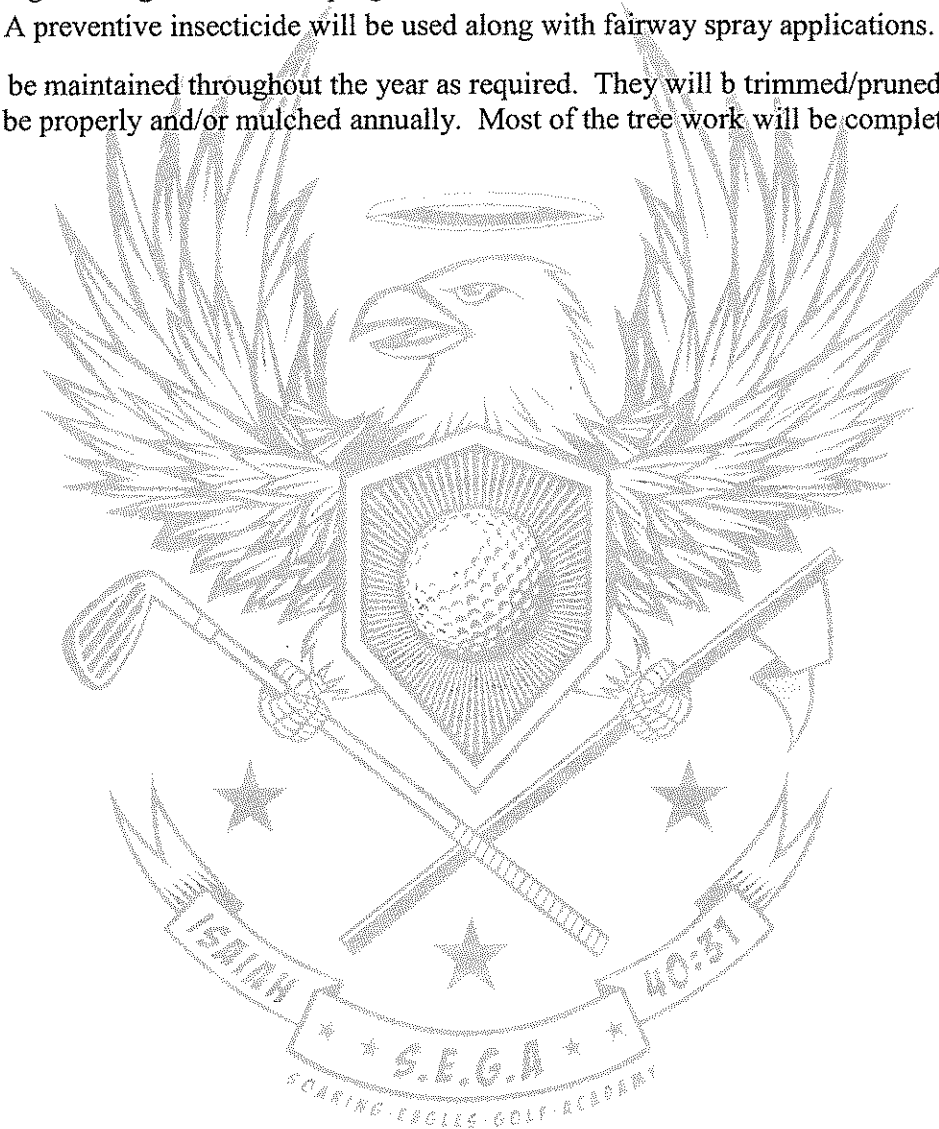
- Fairways will be mowed at .437 of an inch during the spring months and will be lowered to .375 of an inch on or about Memorial Day.
- Clippings will be collected during June, July and August.
- Fairways will be aerated aggressively in the late fall.
- Growth regulators will be used in the summer and fall months to enhance bentgrass density and to reduce irrigation and clippings.
- Fairways will be irrigated for turfgrass health only, not for color. Fairways may be dormant throughout the summer months.
- Fairway divots will be maintained throughout the season.
- Sand topdressing will be applied to fairways to improve firmness, drainage and aid in thatch reduction.
- All necessary chemical applications will be applied as early as possible so as to cause as little interference with play as possible.
- All chemical applications will be applied under the direction of a state licensed applicator.
- Every effort will be made to apply the most effective and safe products into the disease suppression and control program.

Bunkers:

- The bunkers will be checked daily for smoothness. Raking will consist of hand raking when needed depending on amount of play. Mechanical raking machine will be used periodically (weekly) to loosen compacted sand and to control weeds.
- Fairway bunkers will be hand-raked at all times to ensure sand firmness.
- The bunker edges facing the green will be maintained with a crisp edge consisting of a 2 to 3 inch lip. The rear edges will be maintained with the sand reasonably flush with the turf.
- Stone and debris removal will be tended to daily with regular maintenance.

- The sand depth will be maintained at no less than 4 inches.
- The bunkers will have adequate rakes around them. Large bunkers will have at least 3 rakes and small bunkers will have at least 2.
- The edges of bunkers will be over-seeded annually with drought tolerant turf or re-sodded as needed in the fall.
- The edges of bunkers will be regularly fertilized with organic products in addition to the regular rough fertilization program.
- A preventive insecticide will be used along with fairway spray applications.

Trees will also be maintained throughout the year as required. They will be trimmed/pruned as time permits. They will also be properly and/or mulched annually. Most of the tree work will be completed in the winter months.



4 YEAR PRO-FORMA STATEMENT

4 Yr Pro-Forma Income Statement				
Palm Lake Golf Course				
For 2017 through 2020				
REVENUE	2017	2018	2019	2020
Green Fees	\$ 80,016	\$ 92,018	\$ 105,821	\$ 121,694
Driving Range Fees	72,800	83,720	96,278	110,720
Academy Packages	48,000	96,000	110,400	126,960
Tournament Fees	12,500	30,000	34,500	39,675
MISC				
(Merchandise, cart rental, club rental, etc.)	\$ 4,200	\$ 4,620	\$ 5,082	\$ 5,590
Less sales returns/refunds	420	462	508	559
<i>Gross Green Sales</i>	<i>\$ 217,096</i>	<i>\$ 305,896</i>	<i>\$ 351,573</i>	<i>\$ 404,080</i>
Snacks & Refreshments	\$ 13,690	\$ 15,744	\$ 18,105	\$ 20,821
Restaurant Lease	24,000	24,000	24,000	24,000
Liquor Sales				
(10% of total sales by restaurant)	\$ 3,912	\$ 4,499	\$ 5,174	\$ 5,950
Advertising Space				
(Bench, tee box, banners, score cards, etc)	\$ 51,600	\$ 51,600	\$ 51,600	\$ 51,600
Farmers Market	20,800	20,800	20,800	20,800
<i>Gross Total Sales</i>	<i>\$ 331,098</i>	<i>\$ 422,539</i>	<i>\$ 471,252</i>	<i>\$ 527,251</i>
Previous Year Net Profit/Loss	\$ -	\$ 81,403	\$ 293,521	\$ 547,150
<i>Gross Total</i>	<i>\$ 331,098</i>	<i>\$ 503,942</i>	<i>\$ 764,772</i>	<i>\$ 1,074,401</i>
OPERATING EXPENSES				
Salaries and wages	\$ 81,120	\$ 81,121	\$ 81,122	\$ 81,123
Marketing Costs	\$ 30,000	\$ 36,000	\$ 43,200	\$ 51,840
Insurance	16,000	16,000	16,000	16,000
Water	60,000	60,000	60,000	60,000
Utilities (Gas, electricity, trash, internet, etc.)	10,200	10,200	10,200	10,200
Fertilizer	500	500	500	500
Greens sand	1,600	1,600	1,600	1,600
Chemicals/Weed killer	500	500	500	500
Fuel (Lawn mowers/cart)	3,500	3,500	3,500	3,500
Landscape Machinery	45,275	0.00	0.00	0.00
Merchandise expenses	1,000	1,000	1,000	1,000
<i>Total Operating Expenses</i>	<i>\$ 249,695</i>	<i>\$ 210,421</i>	<i>\$ 217,622</i>	<i>\$ 226,263</i>
NET INCOME (LOSS)	\$ 81,403	\$ 293,521	\$ 547,150	\$ 848,138

Soaring Eagles Golf Academy

Palm Lake Golf Course Marketing Plan



EXECUTIVE SUMMARY

Soaring Eagles Golf Academy (S.E.G.A.) is an academy that has dedicated itself to providing some of the best golf lessons at a very low cost to children from the age of 5 and up. Not only does it provide lessons from basic rules to the technique in the game of golf, but also makes it a point to embed the importance of respect, education, and personal growth to the children that attend the academy. The game of golf is an expensive sport, but S.E.G.A. has been able to provide low cost training to low income families by teaming up with the local golf community. The list of golf contacts that the management team has acquired over the years have provided many different types of donations that would allow the academy to continue to provide low cost training.

SITUATION ANALYSIS

Soaring Eagles Golf Academy is in the process of acquiring a Par-3 golf course in the city of Pomona, CA. Marketing is critical to the academy's success in managing and making the golf course profitable. S.E.G.A. will make the golf course its home course for all of its training and tutoring purposes, as well as, making it available to the public for their enjoyment.

MARKET SUMMARY

The S.E.G.A. management team possess good information about the market and knows a great deal about the common attributes that are possessed by individuals to obtain as customers. Soaring Eagles Golf Academy will leverage this information to better understand who to market/advertise to and how to communicate to this specific market base. The niche market found will be any individual from the age of 5 up until anyone over the age of 65.

Target Markets

- Schools (elementary through high school for public, private, & charter schools)
- Senior Centers
- Local Churches
- City Centers
- Boys & Girls Clubs
- YMCAs
- Local Businesses
- Community Residents

MARKET ANALYSIS

<i>City of Pomona Population</i>	<i># Potential Customers</i>
Age 0-18	45,060
Age 19-64	96,558
Age 65+	11,648
Total Population	153,266

<i>Local Golf Courses</i>	<i>Type of Course</i>	<i>Distance from Pomona</i>	<i>Cost without cart</i>
Mountain Meadows	9/18 hole	3.8 miles	\$20/\$40
El Prado Golf	9/18 hole	10.8 miles	\$15/\$27
Upland Hills	18 hole	12.6 miles	\$59
Los Serranos	18 hole	7.3 miles	\$60
Whispering Lakes	9/18 hole	11.4 miles	\$17/\$27
San Dimas Canyon	18 hole	17 miles	\$44
Glen Oaks	9 hole	18 miles	\$11

MARKET NEEDS

The City of Pomona residents do not currently have a local, low cost golf course for use by any type of golf player (beginning to advanced). Residents currently do not have the access to low cost golf training/sessions for participants of all ages. S.E.G.A. seeks to fulfill the following benefits important to its customers.

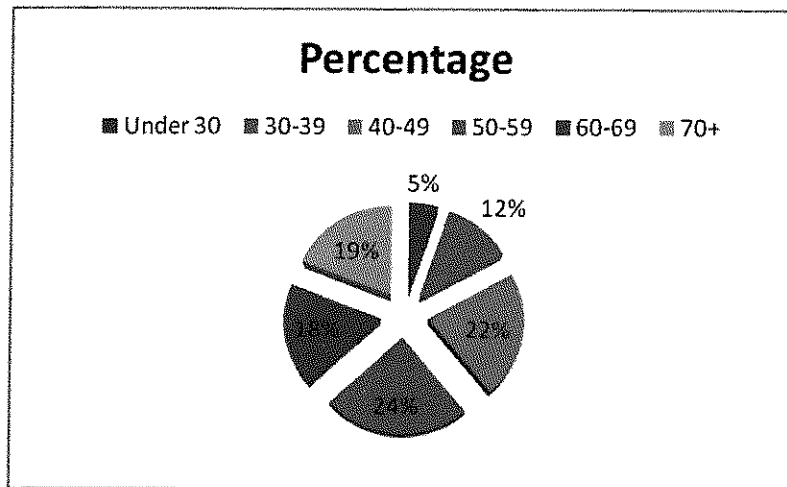
- Competitive pricing on green fees
- Low cost golf training
- Accessibility to a local golf course
- Accessibility to a golf training facility
- Access to a non-profit junior golf academy

MARKET TREND

In general, the market shows a consistent trend in the number of golfers throughout the United States. The total number of golfers has increased from 24.7 million in 2009 to 29 million in 2016. The state of California is listed as number 1 in regards to a total economic output of the golf industry at \$15.1 billion.

Golfer Statistics	Data
<i>A golfer is defined as anyone having played an 18-hole round in the last 12-months</i>	
Total number of golfers in the U.S.	29,000,000
Percent of the U.S. population who play golf	9.60%
Percent of golfers who are male	77.50%

Percent of golfers who are female	22.50%
Percent of golfers who are married	68%
Percent of golfer who attended or graduated college	67%
Percent who are employed in a white collar occupation	50%
Percent who use the internet on a regular basis	90%



Age Breakdown	Percent
Under 30	5%
30-39	12%
40-49	22%
50-59	24%
60-69	18%
70+	19%

MARKETING STRATEGY

S.E.G.A. will have a fairly simple, but very prosperous/productive, marketing campaign. There are many avenues of advertising that will be used: advertising through community newsletters, physical outreach at local churches/schools/community centers, advertisement at local businesses (small to large), major social media and web presence, and new freeway signage.

Community Newsletters

S.E.G.A management personel has/will develop relationships with local city newsletters to advertise to the Palm Lake Golf Course to the residents of the community. Advertisements will offer special discounts on green fees, free junior golf lessons, and special pricing on golf packages. The cost to advertise in these newsletters will depend on the pricing that each city will offer. The City of Pomona will allow to advertise at free of charge in all community newsletters.

Physical Outreach

Members of S.E.G.A. will physically visit different community locations such as churches, schools, and community centers to personally hand out flyers on discounts/special pricing on different product at Palm Lake Golf Course. The visits will occur at a minimum of once per month. Members will be available at

these locations to personally answer any questions on products and services being offered. S.E.G.A. trainer will also be setup at local swap meets and local events to offer in-location lessons.

Local Business Advertisement

Similar to the physical outreach, member of S.E.G.A. will visit local businesses to promote special discount pricing on products/services at Palm Lake Golf Course for any employee that visits the course. Special pricing will be negotiated with the local businesses to possibly allow them to offer their employees a specific type of employee benefit. This will allow the business to cover a certain cost where the employee will not need to pay for green fees or other services as the employer will be paying for it and providing as an employee benefit.

Social Media, Web, Sign Presence

A volunteer to S.E.G.A. will be building a website for the Palm Lake Golf Course. Updates will be kept, in regards to pricing, products/services, events being held at the golf course, training schedule, etc. The volunteer will also build a social media presence through Facebook, Twitter, Snapchat, and Instagram by continually maintaining updates. Social media will also be used to offer specials and discounts to be used at Palm Lake Golf Course.

Also, a brand new sign will be placed off of the 71 freeway. This will give presence for local commuters. The sign will help in advertising the golf course to residents that have not been reached by any other methods. The sign will give recognition to Palm Lake Golf Course.

Weekly On-site Promotions

Weekly promotions will be held at Palm Lake Golf Course. This will bring a new customer base as well as assist in maintaining the appeal of repeat customers. Promotions will be discounts on green fees, driving range, and restaurant dining. Example of these types of promotions will be; 2fer 2days (2 green fees for the price of 1), package deals (special pricing on purchasing multiple products at once), offer discount coupons, etc.

Events/Programming

Palm Lake Golf Course will create and promote strong junior golf programs and women's clinics to capitalize on growing interest and awareness with the local community and golf industry, such as:

- "Mother's Day Out" - Team up with local churches, etc., to provide day care for children while mothers play golf or attend a clinic

- "Mother/Child, Father/Child" golf tournaments or clinics
- "Family Day" - Offer special discounts for families golfing together, or the parents can golf and the children attend a half-day/full-day clinic
- "Summer School" - Offer week-long golf clinics for juniors during the summer
- "Christmas Swing" - Offer Christmas vacation clinics

Actively solicit local charity golf events, with the goal of adopting one major annual event to be decided by determining the charity that best fits the marketing goals of the course.

To celebrate a six-month anniversary, Palm Lake Golf Course will create a joint promotion with a local area business, such as a car dealer, and stage a month-long contest based on longest drive or closest to the pin.

Assign a tournament sales person to aggressively sell tournaments and outings to City of Pomona companies, charitable organizations chambers of commerce, churches, restaurants and bars. The sales person will be under the direct supervision of the pro/manager and subject to extensive reporting and reviewing systems.

Develop and promote six-month and one-year anniversary specials.

Develop and promote seasonal/holiday events, such as:

- July 4: Everyone who wears red, white and blue receives discounted greens fees
- Halloween: Everyone dressed in a costume receives discounted greens fees. Have a "Best Costume" contest for children
- Thanksgiving: Bring canned items for (X) charity and receive discounted greens fees
- Promote the fact that practice facility and course are host to area high school golf team

BREAK-EVEN ANALYSIS

The break-even analysis shows that \$14,535 per month will be needed in monthly sales revenue to reach the break-even point.

Break-Even Analysis:	Units	Total
Green Fees	652	\$ 6,668
Driving Range Fees	867	\$ 6,067
Misc Sales		\$ 659
Snacks & Refreshments		\$ 1,141
<i>Assumptions:</i>		
Green Fees per unit revenue		\$ 10.23
Driving Range Fees per unit revenue		\$ 7.00
Estimated Monthly Fixed Cost		\$ 14,535

CONTROLS

The purpose of S.E.G.A.'s marketing plan is to serve as a guide for the organization on managing the Palm Lake Golf Course.

The following areas will monitored to gauge performance:

- Revenue: monthly and annual
- Expenses: monthly and annual
- Repeat business
- Customer satisfaction
- Training attendees



Soaring Eagles Golf Academy

Palm Lake Golf Course Lease Proposal



PROPOSED LEASE AGREEMENT

Base Lease of 10 Years

Soaring Eagles Golf Academy (S.E.G.A.), Felix Palomares, is requesting an initial lease agreement of a minimum of 10 years. The reason behind the initial 10 year lease agreement is based on the initial upgrades and investments of its own capital that will be placed into Palm Lake Golf Course.

S.E.G.A. proposals that the following will be completed prior to grand opening of the golf course to repair and rehabilitate:

- Palm Trees trimmed and cleaned
- Parking pavement will be resurfaced and repaired
- Pro Shop will be upgraded & rehabilitated
- Sand bunkers will be re-sanded & repaired
- Pro Shop roof will be upgraded & repaired
- Rehabilitate all putting greens to minimum quality standards

These initial rehabilitation changes have been estimated to cost a total of \$103,275. S.E.G.A. will use its own capital to complete the upgrades/rehabilitation projects listed above. The golf course will host a Soft Grand Opening 30 days after city approval for the management of the course as the changes listed above will be completed within 30 days. A Media Grand Opening day will be held with potential professional athletes to be in attendance in late July or early August. The driving range will open within 1 week of approval from the city to manage the golf course.

Possible Lease Extensions

S.E.G.A. has developed a plan to upgrade/rehabilitate additional items at its own expense during the first 10 years of the lease approval. The following automatic lease extensions are based on individual proposed item upgrade/improvement.

- Beautification/optimization/water conservation of course fairways, define rough, add mulch, and install water resistant plants
 - Completed within first 5 years
 - Automatic extension of 5 years
- Upgrade course fencing
 - Completed by year 4
 - Automatic extension of 3 years
- Electrical upgrades in all buildings (Proshop & Restaurant)
 - Completed by year 6
 - Automatic extension of 5 years
- Replace and modernize current irrigation system
 - Completed by year 7
 - Automatic extension of 3 years

- Restaurant restoration to operating status
 - Completed by year 2
 - Automatic extension of 8 years
- Upgrade/restore driving range netting
(Until netting has been rehabilitated, Juniors & Seniors will be on the North side of the driving range and Adults will be on the South side of the driving range.)
 - Completed by year 7
 - Automatic extension of 5 years
- Replace all existing buildings
 - Completed between year 15 – 25
 - Automatic extension of 15 years
- Electronic sign addition/replacement off 71 FWY
 - Completed by year 5
 - Automatic extension of 5 years

Lease Payment Agreement

During the initial 10 year lease and any automatic extensions, a lease payment of \$1.00 per year will be made to the City of Pomona. At the end of the 10 year lease and any automatic extensions, a payment in the amount of 5% for all adult driving range and green fees will be paid to the City of Pomona as a lease payment for an ongoing lease.

- With city approval, possible name change to Palm Lake Golf Course by integrating S.E.G.A. into the name (example: Soaring Eagles at Palm Lakes Golf Course)

Attachments

MAINTENANCE RESUME

Saul Solorio

Professional Profile:

Physically dexterous individual with a strong background in horticulture and grounds maintenance, and providing a pleasant outdoor environment for golfers. Highly experienced in cutting grass and trimming weeds by using both hand and power mowers. Competent at:

- Shaping golf courses in an aesthetic manner by following ground plans perfectly
- Maintaining fairways and adjacent golf course properties to ensure a visually aesthetic appeal
- Performing preventative maintenance on golf courses and associates buildings on a regular basis.

Areas of Expertise

Weeding	Repair and Maintenance	Landscaping
Arithmetic Measurements	Material Computation	Leaves Mulching
Equipment Operation	Fields Aerating	Turf Installment
Grounds Inspection	Pesticide Handling	Brush Disease Control

Experience

**BLOOMINGTON PREMIER CONCRETE
MAINTENANCE**
Bloomington, CA

LEAD CONCRETE

3/2015 - Present

- Interpret blueprints and read survey stakes with a view to establish appropriate grades
- Prepare worksites for concrete footings and assemble concrete forms on specified locations
- Bend, form, tie and install rebar as illustrated in original blueprints or plans
- Align, build and erect different types of concrete structures and foundations
- Establish estimates of concrete quantity, indulge in procurement activities and ensure that proper mix of sand and cement are created
- Perform wire mesh cutting duties and ensure that it is properly installed in designated places
- Spread, level and smooth concrete by using rakes, shovels and trowels
- Monitor how wind, heat and cold affects concrete curing during the entire process
- Direct the casting of concrete and produce rough concrete surfaces

LOS SERRANOS COUNTRY CLUB * S.E.G.A. GOLF COURSE MAINTENANCE
FOREMAN
Chino Hills, CA

3/2008 - 3/2015

- Consult golf course blueprint layouts and plan planting activities accordingly
- Create and maintain liaison with seeds, bulbs and plant suppliers to ensure on-time and accurate delivery of supplies
- Apply pesticides and fertilizers in predetermined quantities to ensure growth of green areas and ward off any potential pest attacks

- Mow golf courses to specifications by operating and using hand and power mowing equipment
- Operate string trimmers to trim around flower beds, trees and bushes
- Perform course set up for daily play and tournaments by coordinating efforts with the golf course management teams
- Supervised maintenance crew and recruited as required
- Change cups on putting greens and ensure that any damaged ones are replaced before the start of a game
- Handle aerating, fertilizing and seeding tasks along with reconstructing bunkers and traps and correcting drainage problems
- Mow golf courses to specifications by operating and using hand and power mowing equipment
- Operate string trimmers to trim around flower beds, trees and bushes

GREEN RIVER GOLF CLUB
WORKER

Corona, CA

GOLF COURSE MAINTENANCE

3/2007 - 3/2008

- Installed sprinkler system for water efficiency and repaired in areas required
- Maintained trees and Removed as necessary for beautification
- Shaped the golf area according to specification provided in blueprints by performing detailed gardening and grounds-keeping work
- Applied fertilizers and pesticides to help plants and trees grow and to save them from potential harm

FOREST CREEK GOLF CLUB
WORKER

Round Rock, TX
3/2007

GOLF COURSE MAINTENANCE

3/2004 -

- Applied fertilizers and pesticides to help plants and trees grow and to save them from potential harm Sodding, trimming, seedling
- Cleaned grounds by performing raking and sweeping duties several times in a day with Tree Care and removal as needed
- Installed grass and watered
- Performed preventative maintenance on golf courses and equipment used to maintain them

AVERY RANCH GOLF CLUB
Austin, TX
3/2007

GOLF COURSE MAINTENANCE GROUNDSKEEPER
3/2004 -

- Planted grass, trees and flowers according to set instructions provided by the head Groundskeeper
- Operated lawn mowers to perform grass cutting and shaping work of tee boxes, fairways, fringes, roughs and greens
- Cleaned grounds by performing sweeping and raking duties of traps
- Set Tee markers for playability

EDUCATION

TECHNICIAN IN INFORMATICS
YEARS)

C.B.T.A. 105 (4

Mexico

CHAFFY ADULT SCHOOL AND CAREER EDUCATION
Ontario, CA

SKILLSETS AND QUALIFICATIONS

Adaptable, resourceful, and very efficient • Enjoy problem-solving and working with
other to accomplish desired results



PROSHOP RESUME

Edward Medina

Professional Profile:

Physically dexterous individual with a strong background in Client Service, and providing a pleasant environment for clients. Highly experienced in greeting customers:

- Liaison for client and Spanish speaking staff.
- Honing into client's needs.
- Fluent in both English and Spanish.

Experience

- NEW DAY SOLAR**
INSTALLER
Murrieta, CA
SOLAR PANEL
8/2016 - Present
- Build rapport with homeowners during installation
 - Assist Service Panel upgrades
 - Stucco patch and matching texture
 - Waterproofing penetrations
 - Solar panel and rail installations
 - Wire Pull. Attic conduit installation
- AUTOCROSS PERFORMANCE AND MUFFLER**
TECHNICIAN/MANAGER
Lake Elsinore, CA
AUTO
11/2015 - 8/2016
- Custom exhaust fabrication, performance upgrade installation, trouble shooting
 - Vehicle repair, MiG Welding, Shop management
 - Customer service, precise work estimate, vehicle service advise on breaks, diagnostics
- WILSON CREEK WINERY**
TECHNICIAN
Temecula, CA
VINEYARD
7/2015 - 8/2015
- Grounds maintenance: Weed removal, harvest, leaf removal, harvest preparation, winery beautification
 - Vehicle maintenance and repair, tool maintenance and repair, wire setup and construction
- MOUNT PALOMAR WINERY**
MAINTENANCE
Temecula, CA
LEAD GENERAL
8/2014 - 5/2015
- General Maintenance: fixed electrical issues, plumbing, lawn maintenance, road maintenance, vehicle/equipment maintenance and repair, operated heavy duty equipment: dump truck/skip loader/tractor
 - Assisted in wine-making process: bottling and labeling, loading and unloading trucks, inventory/restocking
 - Event preparation: Assisted wine tasting soirees, wedding preparation, bussed tables, assisted chef, server, spray body painting

**WATERSTONE FAUCET
Murrieta, CA**

- Loaded and unloaded trucks, packing and repacking, quality control, maintenance and cleaning
- Shipping preparation: labeling products, palletizing product for shipping, ups/FedEx shipping
- Warehouse logistics: stocked inventory, plated assistant, degrease parts, prepare parts for plating, patina finishes preparation, CNC Assistant and set up

**GENERAL WAREHOUSE LABORER
8/2013 - 8/2014**

**ACE BEVERAGE
Los Angeles, CA**

- Provided excellent customer service
- Loaded and unloaded trucks, warehouse maintenance and cleaning
- Built loads for staging inventory pick-up, reorganized and rotated inventory
- Assisted driver and warehouse supervisor and forklift operators
- Operated sit-down electrical forklift
- Inspected and maintained forklift, communicated with entire warehouse staff
- Consolidated and repackaged inventory

**GENERAL WAREHOUSE LABORER
4/2010 - 4/2013**

**MILL CREEK
SURVEILLANCE/VALET**

Corona, CA

- Greeted customers, ID check
- Situation control: de-escalating heated situations
- Assisted Manager with completed assessment reports, First Aid application, and complete surveillance
- Oversee security guards and rotation schedule
- Maintained parking lot and controlled traffic

10/2009 - 4/2010

**CALIFORNIA CONSERVATION CORPORATION
MAINTENANCE**

San Luis Obispo, CA

- Outdoor maintenance: chainsaw management, vehicle inspection, maintenance and repair
- Habitat rehabilitation responsibilities: recreational coordinator, forestry fire response, base camp management, flood control, oil spill response, flood levee restoration
- Public safety: First Aid, BLS certified, evasive species removal, constructed barbwire fencing and trail path with guide signs
- Other responsibilities: prep cook, dishwasher, physical training provider, conducted project evaluations

GENERAL

7/2007 - 9/2009

EDUCATION

**EVEREST COLLEGE
EDUCATION**

City of Industry, CA

**JOHN MUIR CHARTER SCHOOL
DIPLOMA**

GENERAL

HIGH SCHOOL

San Luis Obispo, CA

SKILLSETS AND QUALIFICATIONS

Very personable • Customer Service Oriented • Knowledgeable in MS Software: Word, Excel, Outlook • Bilingual in English/Spanish fluent to read, write, translate • Office support: Internet, Type 40 WPM, filing, fax, photocopy • Enjoy problem-solving and working with other to accomplish desired results



Additional Attachments

A Better Tomorrow Presentation

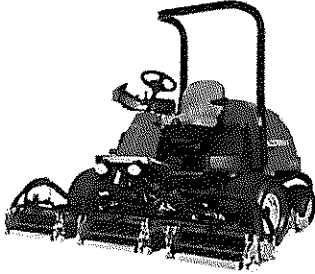
Letter of Recommendation

- Eddie King (Associate S.E.G.A. Instructor)

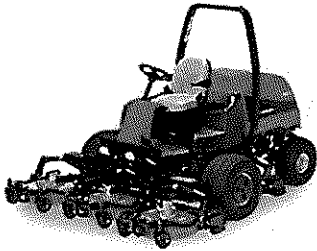
Felix Palomares

- Cleats For Feets
- Love Your Neighbor
- Anaheim Harvest Festival
- Focus Golf





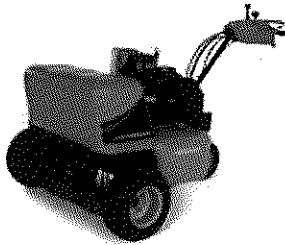
LF570 Jacobsen PreOwned Fairway Mower \$11,000



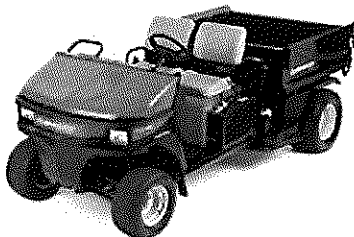
AR522 Jacobsen Pre Owned Rough Mower \$9775.00



GP400 Jacobsen Pre Owned Greens Triplex \$4500.00



Jacobsen GA24 Greens Aerator \$6,500



Jacobsen HD Turf Truckster \$13,500



GOT GOLF?

MARCH 22

**MEET AT DOS LAGOS GOLF COURSE @ 1:30PM
TEE TIME 2:00PM**

\$13 FOR 9 HOLES • \$10 GOLF CLUB RENTALS

This event is open to Focus Singles and friends;
and is sure to be fun, offer fellowship, and build patience!

Bring water and money for food and drink.

Wear khakis, slacks or nice shorts and a polo shirt (NO JEANS!).

Registration is available at the Information Table on Friday nights.

Event Contact: Holly Wells

HURRY! THERE ARE ONLY 30 SPOTS AVAILABLE.

**DOS LAGOS GOLF COURSE
4507 CABOT DRIVE • CORONA • 951 277 8787**



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**DOS LAGOS GOLF COURSE
4507 CABOT DRIVE • CORONA • 951 277 8787**



GOT *Miniature* GOLF?

MARCH 22

MEET AT CASTLE PARK @4:00PM

\$9.99 FOR UNLIMITED ROUNDS OF MINIATURE GOLF!

This event is open to Focus Singles, family members, and friends;
and is sure to be fun, offer fellowship, and build patience!

Bring money for food and drink.

Registration is available at the Information Table on Friday nights.

Event Contact: Holly Wells

CASTLE PARK

3500 POLK STREET • RIVERSIDE • 951 785 3000



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CASTLE PARK

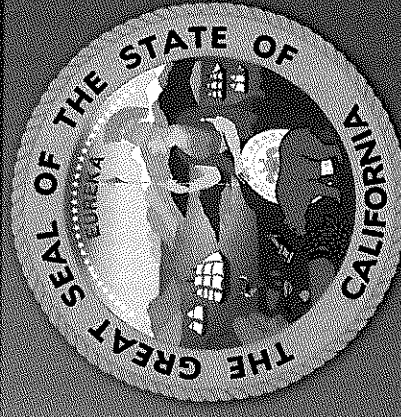
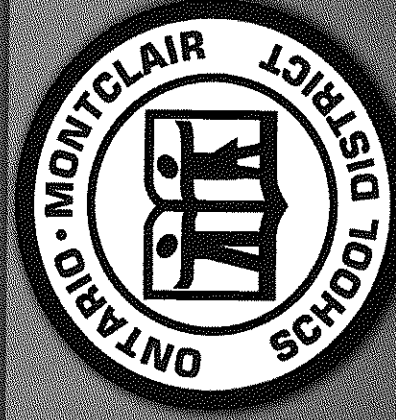
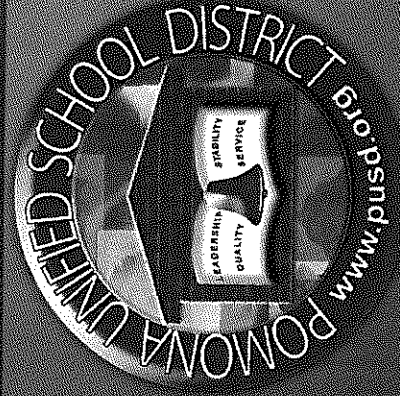
3500 POLK STREET • RIVERSIDE • 951 785 3000

The Perfect Union of Sportsmanship & Education



Why A Better Tomorrow?

- Prominent presence in Pomona Unified School District & Ontario-Montclair School District since 2009 (over 150 tutors)
- Brand recognition and excellent rapport with parents of students grades K-12 in the area
- Effectively Delivered Successful Program to thousands of students
- Academic Network spanning throughout California



Parents want College Oriented

- After School Golf Lessons packaged with Homework Club, STEM learning (such as Robotics), or College Readiness program
- College Trips and Advisment Events for all S.E.G.A students
- Small Facility will suit our workplace

**“Give Yourself the edge of
being an educational
institution”**

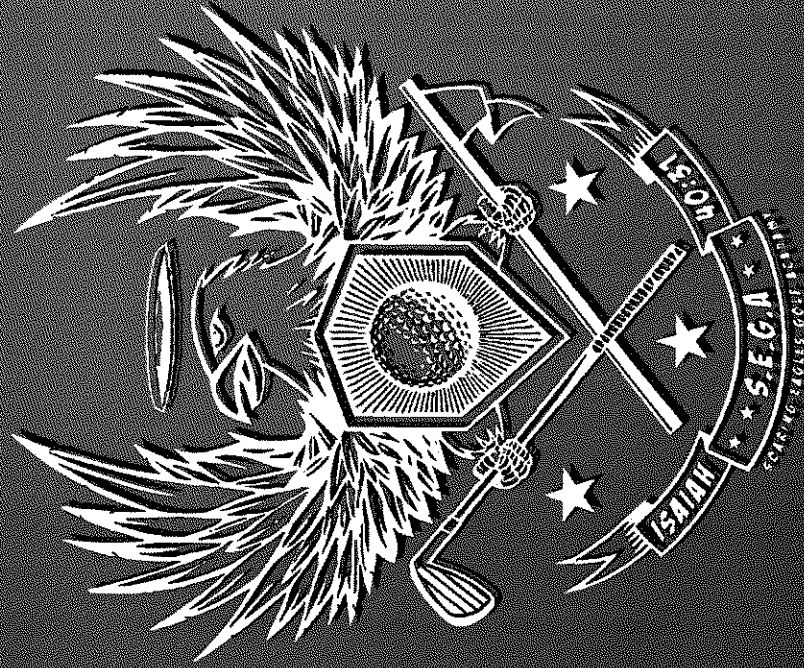


Seasonal Programs

- Winter, Spring, & Summer Long-Term Programs
- All-Day Program Package consisting of Common Core Academic Instruction and S.E.G.A Activities
- Summer Program consisting of 6-8 weeks with up to 60 students per day



Together we can Build A Better Tomorrow



Love your Neighbor



Isaiah's Rock Ministries

Isaiah's Rock Christian Fellowship

Pastored by Dave & Charleen King

Non-Profit Tax ID #: 33-0507569

13031 7th Street, Chino, CA 91710

(909) 628-0966 or (909) 628-8808

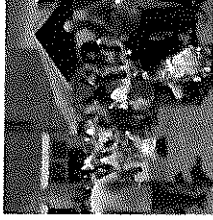
Dublin1923@aol.com

Like us on facebook;

Isaiah's Rock-Community Outreach Program

Food Ministry

- ◆ Bread, pastries and produce are distributed every Wednesday and Friday to approximately 500 families from many neighboring cities per week
- ◆ Hot meals are provided daily to whoever is in need of breakfast, lunch and dinner
- ◆ Emergency food, diapers, blankets and clothing are made available 24 hours a day, 7 days a week



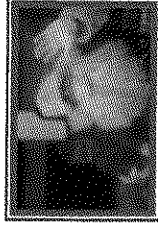
Thanksgiving

- ◆ Each year we distribute 800-900 hams and turkeys, canned goods, produce, bread and desserts to families so that they are able to make Thanksgiving dinner at home.



Christmas Gift Distribution

- ◆ One of the highlights of the year is collecting new toys for children in need.
 - ◆ In 2011, over 1,800 **families** received gifts that they could wrap and give to each of their children and groceries for a full Christmas dinner.
- These families reside in at least 10 cities in the Inland Empire.





A community of faith, love + hope

320 S THOMAS STREET
POMONA, CA 91766
909.766.1791

info@mosaicpomona.org
www.mosaicpomona.org

To Whom It May Concern:

My name is Nathan Neighbour, and I am the Lead Pastor at Mosaic Pomona in Pomona, CA. I have had the honor of knowing and partnering with Eddie King on several occasions. Mr. King has been a powerful force in the Chino Valley for some time now with his ministry at Isaiah's Rock. However, his influence extends far beyond even that. He has been actively involved with the youth golf mentorship program at Palm Lakes Golf Course. Their mission has been to assist young people in learning the game, and in the process, transforming their character.

Eddie King is now seeking continue this, and other exciting business opportunities in our city. He would be an incredible asset to our community, and the future of this beautiful golf course at risk.

I would urge you to consider his proposal with great intention and see what having him as a part of our city would mean for all of us. Pomona needs more men like Eddie King in the future redevelopment of our city and the Pomona Valley.

Sincerely,

A handwritten signature in black ink that reads "Nathan Neighbour".

Nathan Neighbour
Founder / Mosaic Pomona

Stadium crowd hears faith call

Harvest America to be broadcast globally from Anaheim today.

ANAHEIM • Delivering his message during the first night of the Anaheim Harvest on Saturday, evangelist Greg Laurie cautioned the 41,000 who filled much of Angel Stadium against pursuing fulfillment through people, places and things.

LOU PONS1
REGISTER
WRITER

The pastor cited example after example of those who had monumental wealth and limitless availability to material pleasures, yet were lonely and miserable.

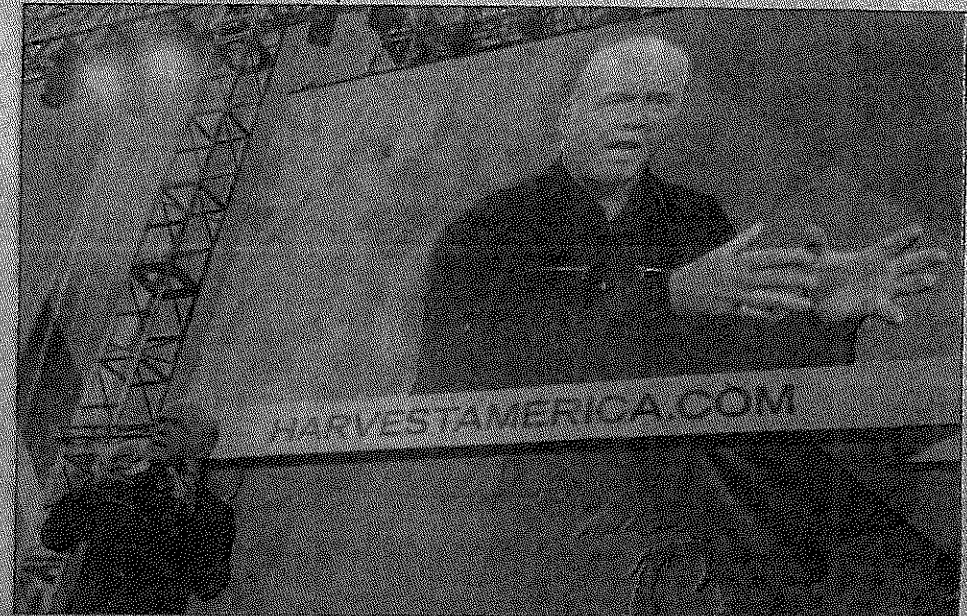
"You are not going to find it (fulfillment) in things. ... You are not going to find it in pleasures. ... You are not going to find it in accomplishments," said Laurie, 59.

"What you are looking for deep down inside is a relationship with God. You were created for a relationship with him."

In speaking about the Ten Commandments, the pastor said we all break them, but we can be forgiven if we accept Jesus into our hearts. Laurie also denounced acts of hatred, sex before marriage and the use of pornography.

His message capped an evening of high-tech outreach and faith-based celebration that featured a line-up of upbeat musicians.

Wearing T-shirts that read, "I Like to Pray," on the front, Danica Kinne, of Placentia, and Amber Hoskins, of Yorba Linda, both 16,



ROD VEAL, THE ORANGE COUNTY REGISTER



Pastor Greg Laurie, above, preaches at Angel Stadium on Saturday, the first of two days of Anaheim Harvest, including performances by Third Day, Gungor and the David Crowder Band. At left, Felix Palomares and his son Jacob of Riverside join the crowd in prayer.

raised their hands above their heads and clapped to the beat of the David Crowder Band and its God-honoring message.

"I came here last year, and I loved the experience," Kinne said. "I grew so much in my faith after that."

Thousands of people worshipping together is what's most inspiring for Hoskins. "It's a stadium full of Christians and people that want to hear the word of God," she said.

Chemical dependency counselor Stacey Dorsey

was among 40 members of a Christian-based treatment facility in Corona called Hope Recover Center who attended. The group comes every year, Dorsey said.

"It just rejuvenates your spirit," she said. "It's like a gas-station stop. We get to fill up our tanks and go again."

Today, the music and his keynote sermon will be broadcast to 1,900 churches and living rooms across the country and internationally as part of a live

streaming event Laurie is calling Harvest America.

Scaled down from three days to two, the Anaheim event, which is being translated into Spanish, Korean and Chinese, has more than 7,000 people from 200 local churches volunteering.

The Los Angeles Harvest will be Sept. 8-9 at Dodger Stadium. Last year's first Harvest at the stadium drew 50,000 for a one-night celebration.

The final day of Anaheim Harvest begins at 4 p.m. today. Gates open at 2:30 p.m.

CONTACT THE WRITER:

714-704-3730 or
lpons1@ocregister.com

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For the latest Orange County news, go to ocregister.com

Nemesis cap season with Illinois tournament

■ Girls battle extreme heat and lightning storms to finish second in national tournament

DOWNEY — The Downey Nemesis 12U Girls Fastpitch Softball team capped a great season with an amazing run at the 2006 ASA National Championships held in Moline, Illinois.

The girls started the trip with a weekend stop in Chicago where they toured the John Hancock Observatory, took a ride on the Sea Dog Speedboat on Lake Michigan and had fun at Navy Pier. In addition, some families went to see a Chicago Cubs game at Wrigley Field while others experienced shopping sprees on Michigan Avenue, fine dining, museum visiting, sight-seeing and more.

In terms of the tournament in Moline, the girls had to deal with extreme heat during the first two days, a thunderstorm on Wednesday night, hot days again and finally a lightning storm with heavy rain on the final day of play.

In pool play, the Nemesis girls overflew the Starved Rock Bandits (Peru, IL) and grounded the Tennessee White Lightning (Knoxville). Their first place finish in pool play earned the team a first-round bye in the double-elimination phase of the tournament.

In bracket play, the girls defeated the Kansas City Explosion (Overland Park, KS) to stay in the winners' bracket. Next, the girls played outstanding defense with several spectacular plays in the infield to neutralize the Georgia ASA State runner-up West Cobb Lightning (Acworth, GA) and advance to the quarter-finals of the winners' bracket.

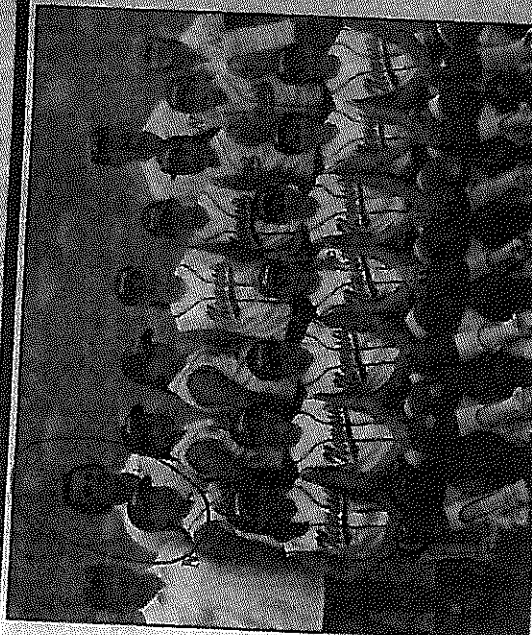
In the quarter-finals, the girls turned the headlights on the Deer Park TPS (Pasadena, TX) to stay undefeated in the tournament. In the semi-finals of the winner's bracket, the Nemesis girls booby-trapped the Bomb Squad team (Anaheim, CA). In the finals of the winner's bracket, the girls outmaneuvered the American Athletics (Las Flores, CA) to advance to the championship game.

In the championship game, the girls weren't able to obscure the Texas Glory and finished 2nd out of 32 teams. These teams represented many states across the country from Oregon to Maine.

"The Nemesis team thanks the City of Moline for hosting a great tournament," said coach Manny Ham. "The opening ceremony, the playing facilities, the newspaper coverage of the event, and the people were first-rate all around. This is one of the best places to host a national softball tournament."

Ponytail Softball installs new officers

DOWNEY — Downey Ponytail Fastpitch Softball recently installed its 2006/07 board of directors in a ceremony held at the Dixie Theatre.



DOWNEY NEMESIS — Front row, left to right: Anissa Urtez, Emily Sanchez, Alina Vega, Jordan Seargent, Elizabeth Ham, Alizah Mayagotta and Chloe Michery. Middle row: Arianna Palomares, Justene Reyes, Sharlene Godoy, Brooke Smith, Allyson Painter, Silvia Escalera and Alexis Mercado. Back row: Coach Manny Ham, Coach Felix Palomares, Coach Rob Painter and Coach Brenda Urtez.



PONYTAIL LEADERSHIP — Downey Ponytail's new officers were recently sworn in. Back row, left to right: John Bujanowski, President; Sandy Rehberg, Player Agent; Lori Keltner, Snack Back/Opening Day; Denise Pohl, Fingerprinting; Denise Garcia, 8U Commissioner; Dan Whitney, 14U Commissioner; Mike Hemstad, Head Commissioner. Front row, left to right: Coach Manny Ham, Coach Felix Palomares, Coach Rob Painter and Coach Brenda Urtez.

YOUTH SPORTS

SIGNUPS

All leagues require birth certificates. Proof of age is necessary for entry and placement.

ATHLETICS

Long Beach City College: Ages 7-14, 36th Summer "FUN" Recreation Program has begun, and continues through July 20.

Activities include volleyball, basketball, baseball, softball, cheerleading, flag football, tennis, racquetball, swimming and diving. Info: (562) 938-4248.

BASEBALL

Los Altos Little League: Winter League signups. Boys 7-12, baseball; girls, 7-14, softball. Games begin Sept. 18. District boundaries don't apply. Fees: \$30 before Aug. 1, \$35 after. Info and signups: www.losaltoslittleleague.org. (562) 429-6491.

BASKETBALL

Beach Basketball Coed Summer Camps: At Pyramid on the campus of Long Beach State. Ages 7-18, camp Aug. 15-19. Info: (562) 985-4659; www.longbeachstate.com.

Beach City Banshees: Girls basketball club is recruiting middle and high school players for local travel/tournament play. Coached by Joe Cairo, local high school coach. Practices Tuesdays and Thursdays, 3-5 p.m. Locations vary. Info: (562) 439-1889 or joecairo@hotmail.com.

Biola Basketball Camp: Boys. Camps is Monday-July 22, 9 a.m. to 4 p.m. Fee is \$195. Includes lunch, camp T-shirt, basketball and family pass to Biola home basketball games. Biola Gym, 13800 Biola Ave., La Mirada. Info: (562) 908-4522.

Cal State Dominguez Hills: Coed basketball camp. Boys and girls, 8 to 15. Next session Monday-July 22, 9 a.m. to 3 p.m. Torrance. Learn offensive and defensive skills at three positions — post, wing and point. Info: (310) 243-3173 or mvaziz@csdhsd.edu.

Cal Sparks Girls Travel Team: Middle school girls. Tryouts continue Mondays at Artesia High, 12108 E. Del Amo Blvd., Lakewood, 7 p.m., and Tuesdays at Long Beach City College gym, 4805 E. Carson Blvd., Long Beach. Info: (562) 822-9061 or ekinnbrew@calsparks.com.

First Step Sports Academy: Boys and girls 7-14. Improve your game. Training each Saturday, 9 a.m. to noon at St. John Bosco High School, 13640 S. Balfower Blvd., Bellflower. Registration at 8:30 a.m. Fee: \$10 per session, but registrants must sign up for a minimum of five sessions. Info: (323) 293-0594 or issa@firststep.net.

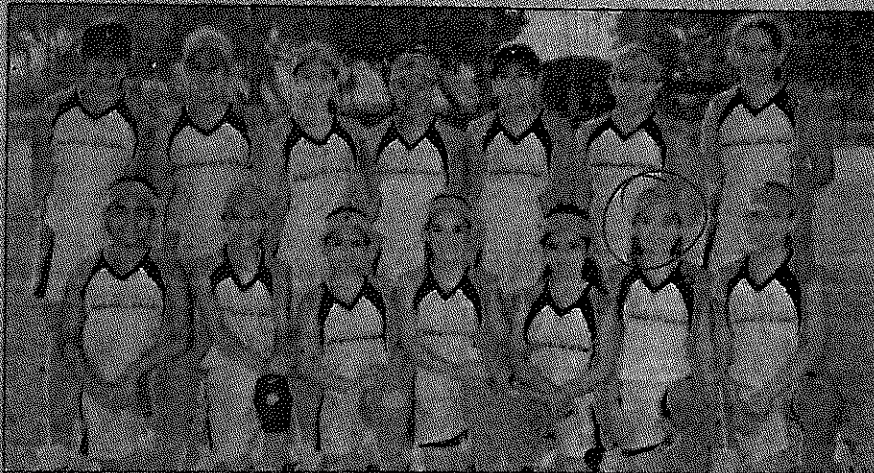
Hawk Hoops Camps: Youth camps by former Long Beach State and Houston Rocket Jaquan Hawkins. Area camps are Aug. 8-12 and Aug. 28-Sept. 2, 9 a.m. to 4 p.m. at Lakewood High, 4400 Briarcrest Ave. Info on this camp, and out-of-area camps: (562) 318-7044 or www.hawkhoops.net.

Los Alamitos Elite Basketball: Girls, sixth and seventh grade. NJB team that plays in top division of NJB. At least one summer tournament (Aug. 6-7), then full fall schedule. Info, or to schedule a tryout, (310) 809-4200 or curtis@losalamitoselite.com.

Mulhroops Camp: Coed, ages 7-17, July 25-29, 8 a.m. to 5 or 6 p.m., Cypress College. Fees: \$150 first-time campers, \$125 returning campers. Everyone receives ball, T-shirt and jersey. Info:



The Long Beach Shooting Stars girls U8 soccer team won the JUSA Select League and championship tournament, going undefeated and allowing only one goal. The team, from left, front row, Vanessa Dominguez, Selena Moore, Stephanie Walsh, Ariana Bejarano, Karyssa Miller and Mario Hitchcock; middle row, Sophia O'Keefe, Rachel Hokanson, Mikaila Arao, Jenna Dages and Savannah Dingman; back row, coaches Charlie Hokanson, Al Dages and Sean Hitchcock.



The 2005 Lakewood Ladies U10 girls softball team is having an outstanding season, having won several tournaments including the AFA National Qualifier, the Newport Beach Classic, the Triple Crown Sports World Series National Qualifier, and the USSSA State Championships. The team is currently in Park City, Utah, competing in the Triple Crown Sports World Series. The team, from left, front row, includes Melissa Taukelaho, Anissa Urtez, Arika Araujo, Elizabeth Ham, Bridget Castro, Arjanna Palomares, and Alex Marshall; back row, Tina Iosefa, Breana West, Loren Li, Sabrina Walker, Amber Hickman, Desirae Romero, and Lauren Stavrou. Not pictured are manager Brenda Urtez, head coach Jorge Araujo, associate head coach Bill West and assistant coaches Felix Palomares and Manny Ham.

North Long Beach Pop Warner: Ages 7-15. Signups continuing most Saturdays through July 30 at Houghton Park, 5301 Myrtle Ave., Long Beach. Info: (562) 214-6521.

Annually Don Warner Football & Cheer:

needed. Season begins Oct. 22. Info: (562) 866-0324.

Boys and Girls Club of Long Beach: Boys and girls, ages 6-18. Signups noon-6 p.m., Monday through Friday through July 22. For

Seal Beach Swim Club: girls. Club is currently co-ops. Team is a competitive club that trains at the U.S. Athletics Center in Los A

Index of Items Included in Proposal

Submittal letter pg 1

Executive Summary pg 2

Equipment Items pg 3

Pro Forma pgs 3A-7

Southland Golf Article – New Course of Action

Staying on Course – National Parks & Recreation Magazine

Required Forms pgs 8-14

GolfLinks Giving Back pg 15-18

Insurance pgs 19-21

GolfLinks Management is respectfully submitting the following proposal for the management and operations of Palm Lake Golf Course for the City of Pomona.

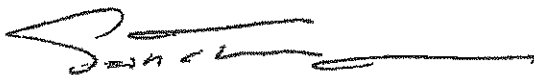
GolfLinks has been consulting and managing golf courses for over 20 years. We currently have contracts with Pico Rivera, Bell Gardens and El Cariso Golf Courses. GolfLinks has worked closely with SCGA in creating a "Youth on Course" program that allows kids the opportunity to learn the techniques and values of the game that teach them life long lessons. Our program has grown to over 500 kids in several surrounding counties. The kids are taught in small age groups by qualified golf pros. After completing the classes the kids receive a card that can be presented at any of our courses for free golf. This program is funded by the SCGA and we will definitely implement this program at Palm Lake Golf Course. Not only will the site be a designated "Youth on Course" site, but we will have the distinction of having youth golf tournaments and match play competition that will allow continuing growth of the game and participation and volunteering for parents and families. Please refer to the nationally recognized articles on the work GolfLinks is doing at golf courses.

GolfLinks has worked closely with the San Gabriel Valley Conservation Corps (SGVCC) on a bike rest area project that was completed a few months ago. The SGVCC did a wonderful job with drought tolerant plant materials, bio swales and decomposed granite walk areas. It has become a popular site for bikers and exercisers that utilize the San Gabriel River Trail. Because of the work experience and depth of knowledge, GolfLinks would like to have SGVCC be an integral part of maintaining the Palm Lake Golf Course along with utilizing the site as premier training center for additional programs and opportunities. The SGVCC offers extensive educational programs for disadvantaged youth. We would like to utilize their services and create additional educational programs to further their potential in seeking full time work positions while getting hands-on training and learning life experiences. GolfLinks Management is a company dedicated to improving and operating golf courses and creating a community meeting area where residents can golf and eat while enjoying friends and watching sports on tv. We would entertain the idea of creating a high tech driving range that will host events and group functions. The driving range would come to life in the evenings where corporate functions and various type celebrations and meetings can happen while having fun in a golf environment. There's lighted targets and music to entertain while you have choices of prepared food and drink, similar to "Top Golf".

GolfLinks Management has created a winning combination of management and staff experience. The SGVCC is located close to Palm Lake Golf Course, where students can build their skills in watershed management, recycling, renewable natural resources and water replenishment. There are several more learning opportunities that will build skills in native plants and landscape, arbor care, lake management and golf course maintenance. These skills will help the youth in furthering their careers in the workforce.

We are proposing to maintain and operate the golf course site for the City of Pomona. The revenues would be deposited in a mutually agreed upon account where deposits will be made with month end reports supporting expense and revenue submitted to the City. We propose that the City will be paid 5% green fees, 3% of F&B and 4% range revenue. In order for the course to improve and remain vital we propose that the City absorb the costs related to utilities.

The course will be used for water table replenishment and out of play areas can be converted to California native drought tolerant to reduce overall water requirements. GolfLinks is excited about the opportunity and will continue to be creative in alternative sources for funding.



Executive Summary

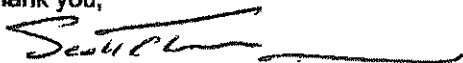
GolfLinks is the most qualified applicant for Palm Lake Golf Course because we are a small company with big company experience and knowledge. The City of Pomona will be able to communicate directly with the principals at any time, not a Regional Manager or District Supervisor. GolfLinks is a proven turnaround expert. We know how to improve the facilities and course to make them profitable properties. We have a combined talent that encompasses all aspects of Golf Management and Operation that will be necessary to bring Palm Lake GC to a level that hasn't been seen in years.

Our recent contract extension with the City of Pico Rivera demonstrates the stability and knowledge of GolfLinks Management. When we began our contract in 2012 within 6 months, we took a previously \$300,000 deficit to a projected operating income of \$300,000, a \$600,000 turnaround. We will be implementing the same practices at Palm Lake GC. Simply put, we know how to make properties more profitable. We strongly believe in golf course conditioning and having the best customer service to give the golfer the best golf experience on a daily basis. We also strive to make golf more available to the youth of area communities. We must continue to grow the game of golf and will work closely with First Tee, SCGA and local surrounding schools. We would like to introduce our "kids play free" after school program designed to introduce youth to golf and get them away from computer games and cell phones. We continue to have great success with our programs at Pico Rivera and Bell Gardens Golf Courses and have received national recognition for success of our program. The youth program has more than tripled in size since we introduced it 3 years ago. It is important that the golf courses represent a beacon of light for the residents and it becomes a center for positive activity and a place they're proud to call "their club".

If the City of Pomona wants more of the same conditions and status quo performance then GolfLinks is not the right fit. If you want more than a management company then GolfLinks is the obvious choice. We will become involved in the community and enhance the property and natural surroundings of Pomona's great assets. We manage all courses with the same vision and dedication that make them better properties, visually and profitable.

We look forward to further discussing our team work and long term goals to make this a winning business relationship.

Thank you,



Scott Williams

GolfLinks Management

310 650-8699

scwilliams154@gmail.com



Equipment Necessary To Execute Operational Plan (Pro shop/Outside Service)

1. 4 -Point of Sales Stations, 3- Administration Computers 1- 2012 Windows Server
2. 1- Range Ball Machine
3. 6- Pairs of Mobile Radios for (Proshop, Outside services & Marshalls)
4. 1- EZ Go Range Picker
5. 4 - All In One Printers
6. 1- E-Range Software
7. 50- New Range Buckets
8. 30,000 -New Range Balls
9. 30- New Range Mats
10. 30- New Driving Range Yardage Signs
11. Repaint Driving Range Safety area

(148)
3

GolfLinks Management Pro Forma for Palm Lake Golf Course

Expense Forecast for initial 12 months

Repairs and required code upgrades to facilities	\$325,100
Tree Work, removals, trimming and thinning	\$120,900
Equipment lease for clubhouse and maintenance	\$11,500
Cost of Goods	26,300
Utilities water and power	\$112,700
Labor	298,400
Small Equipment, Misc inventory	\$12,500

Total Projected	\$907,400
------------------------	------------------

Revenue Forecast for initial 12 months

Food and Beverage	\$112,750
Golf and Driving Range	\$181,600
Total Projected	\$294,350

Expense Forecast for year 2

Repairs and required code upgrades to facilities	\$6,000
Tree Work, removals, trimming and thinning	\$10,000
Equipment lease for clubhouse and maintenance	\$11,500
Cost of Goods	\$20,100
Utilities water and power	\$121,700
Labor	205,300
Small Equipment, Misc inventory	\$8,500

Total Projected	\$383,100
------------------------	------------------

Revenue Forecast for year 2

Food and Beverage	\$140,750
Golf and Driving Range	\$205,600
Total Projected	\$346,350

Expense Forecast for year 3

Repairs and required code upgrades to facilities	\$5,000
Tree Work, removals, trimming and thinning	\$4,000
Equipment lease for clubhouse and maintenance	\$11,500
Cost of Goods	\$20,100
Utilities water and power	\$130,700
Labor	\$190,300
Small Equipment, Misc inventory	\$4,500

Total Projected	\$366,100
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Revenue Forecast for year 3

Food and Beverage	\$165,700
Golf and Driving Range	\$225,300

Total Projected	\$391,000
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Expense Forecast for year 4

Repairs and required code upgrades to facilities	\$3,000
Tree Work, removals, trimming and thinning	\$2,500
Equipment lease for clubhouse and maintenance	\$11,500
Cost of Goods	\$25,100
Utilities water and power	\$137,700
Labor	\$186,300
Small Equipment, Misc inventory	\$4,500

Total Projected	\$370,600
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Revenue Forecast for year 4

Food and Beverage	\$171,500
Golf and Driving Range	\$240,200

Total Projected	\$411,700
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Expense Forecast for year 5

Repairs and required code upgrades to facilities	\$8,000
Tree Work, removals, trimming and thinning	\$15,500
Equipment lease for clubhouse and maintenance	\$11,500
Cost of Goods	\$28,100
Utilities water and power	\$144,700
Labor	\$192,300
Small Equipment, Misc inventory	\$15,500
Total Projected	\$415,600

Revenue Forecast for year 5

Food and Beverage	\$182,500
Golf and Driving Range	\$251,200
Total Projected	\$433,700

TAYLORMADE, NIKE CALLAWAY SOUTHLAND

JANUARY • 2014

**WEST
COAST
SWING
ISSUE**

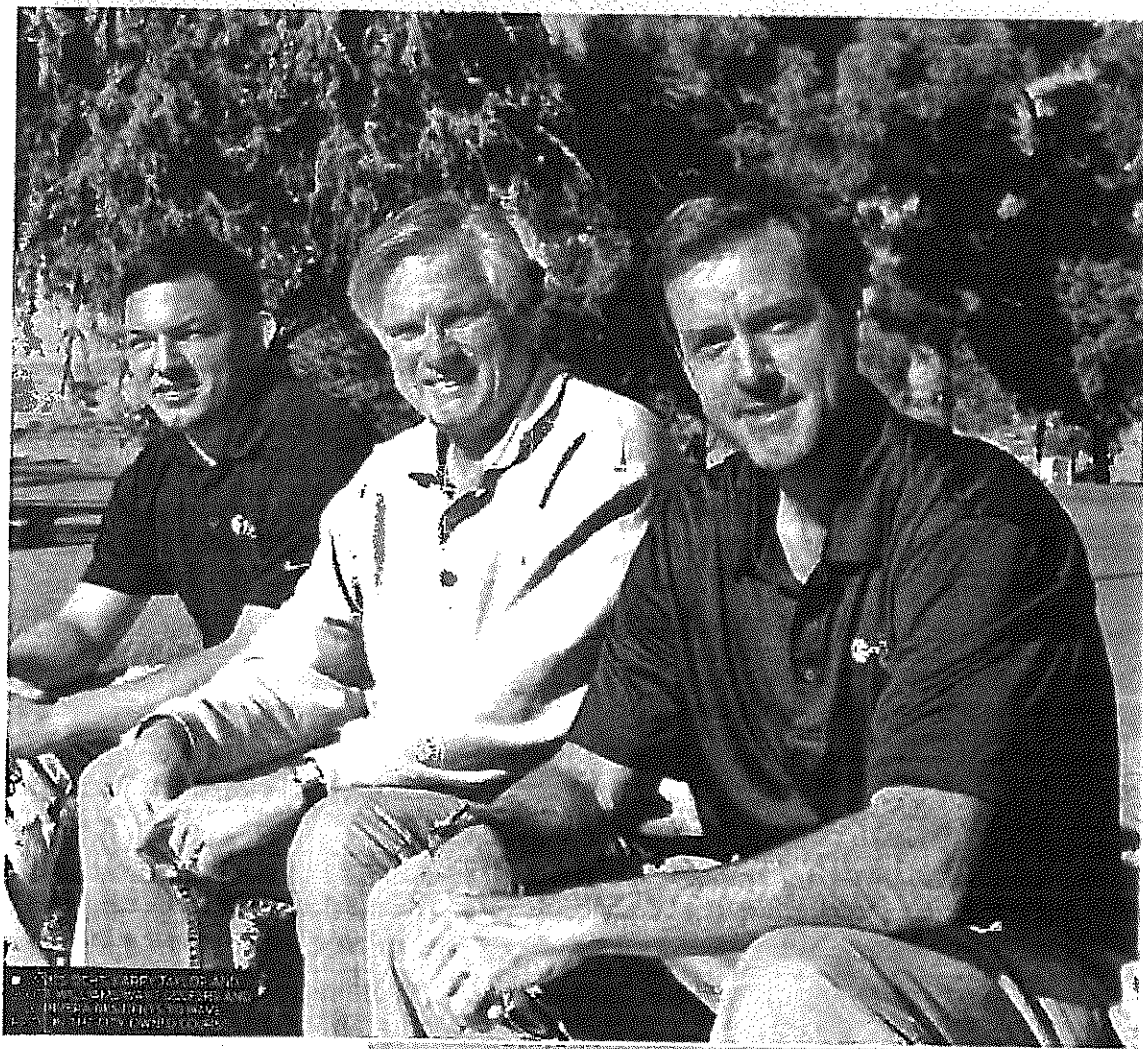
**LONG BEACH
NATIVE JOHN
MERRICK WILL
DEFEND HIS TITLE
AT RIVIERA**

**A LOOK AT WHAT
MAKES THE
TOURNAMENTS
SO SPECIAL**

PLUS: COOL SWEATERS & SLACKS, GREAT GINS AND GOLF PET PEEVES

firsttee

{ News, People, Courses, Events and More From Around Southern California }



NEW COURSE OF ACTION

A revitalization project on and off the fairways has Pico Rivera Golf Course becoming an integral part of the community.

BY MICHAEL LEDNOVICH

©2014 LEDNOVICH

TWO YEARS AGO, Pico Rivera Golf Course was near extinction, hemorrhaging about \$300,000 annually from city coffers.

After years of neglect, the course was in disarray and the turf conditions were more pasture-like than pristine.

"There was better grass in the bunkers than in the fairways," quipped Scott Williams, who in late 2011 was brought in to consult with the grounds crew. "The little details, like edging around the greens, had been totally forgotten."

The clubhouse also was in dire condition.

"The restrooms were disgusting, the banquet room resembled a 1960's bomb shelter and the restaurant décor was like a low-end fast food joint," recalled Larry Taylor, who specializes in golf course turnarounds. "The place was a mess."

Now after 24 months of work, Williams and Taylor have revived Pico Rivera to the tune of 55,000 rounds played in 2013.

"Our specialty is distressed golf course properties," said Taylor, who partners with Williams at GolfLinks Management LLC. "Pico Rivera is a very special property for us."

GolfLinks Management is running Pico Rivera Golf Club under a contract with the city to turn a profit, yet the motives are as much altruistic as financial.

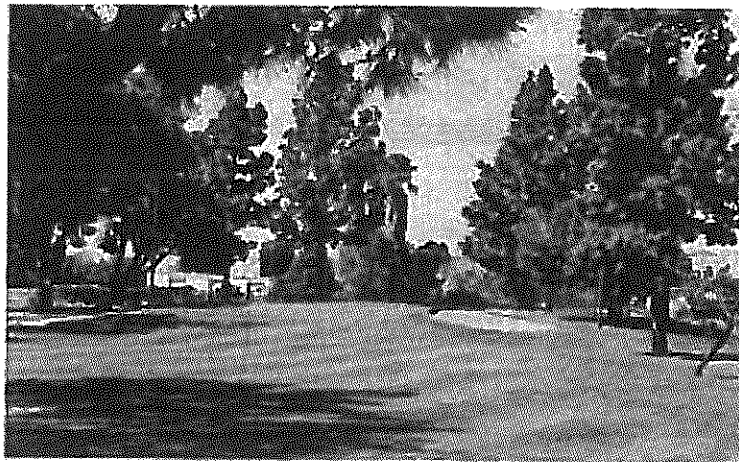
"We don't see this as a golf course," Taylor said. "We view it as a community asset."

Sitting among dining tables layered in white linen cloths and pink ribbon trim for an upcoming wedding, Williams articulated the vision GolfLinks Management presented to the city in winning the bid to run Pico Rivera beginning in 2012.

"This is a place where mothers and fathers spend quality time with their sons and daughters," he said. "It's a place the community can be proud of and use to meet and build relationships."

Much of the energy put into the lighted, par-29, 1,504-yard facility is focused on growing the game.

"Golf is in big trouble. We're still viewed as an elitist, white-dominated



**"OUR SPECIALTY IS
DISTRESSED GOLF
COURSE PROPERTIES.
PICO RIVERA IS
A VERY SPECIAL
PROPERTY FOR US."**

sport. We've got golf courses going out of business," said Taylor, who began as a caddy, became a PGA certified instructor and then moved to course operations. "We've got to get golf clubs into the hands of people, especially the young ones, because once you hit that pure shot you're hooked for life."

To that end, the responsibility of growing Pico Rivera's customer base has been placed on the shoulders of 27-year-old James Ochs, the director of golf and lone holdover from the staff that ran Pico Rivera under the city's direction. A program called "Golf the Easy Way" began the rebuilding process.

"We charged just \$32 for five weeks of clinics, range balls and a free putter," Ochs said. "In our first year we had 300 people and it's grown from there."

Pico Rivera allows junior golfers to play for free at any time, with range balls just \$2 for the age group. The effort in 2013 led to 600 junior rounds and 900 buckets of balls hit on the range, Ochs said, and a summer junior golf team and an SCGA-sponsored Youth on Course program were also added last year.

But before such programs could be put into place, the golf product had to be right, so Williams hired a new groundskeepers staff and concentrated on training.

"Having quality turf, greens and bunkers is all about procedures and schedules," Williams said. "Today our crew runs like clockwork. They know exactly what to do every day, every week, every month. We're one of the few courses that hand mows our greens."

With seed money from the city, the clubhouse and surrounding facilities also underwent a \$100,000 renovation.

"Golf is a very social game," Taylor said. "The course is a place you want to hang out. We have that now with our restaurant, patio and banquet room."

The impact of the improvements was immediate, with daily rounds jumping from 119 to 190.

"We have our own Web page, we're on Facebook, you can hook on GolfNow and we do e-mail blasts," Williams said. "But, most important, our word-of-mouth referral is strong."

Taylor and Williams have set the bar high for Pico Rivera, with their ultimate goal to have the course become a golf academy for the region.

"James is a wonderful, talented instructor. We have a terrific driving range. We have lights so you can play and practice at night. The course is a length that anyone can play," Taylor said. "We're like a state college. The price is right." 56

Staying on



children



Course

A youth development program boosts a California golf course's bottom line

By Sandra J. Gonzalez

In a small Los Angeles suburb, a city took a failing asset that was losing \$250,000 per year, partnered with a golf concessionaire and a willing regional golf association, and created a new model of community engagement.

That city is Pico Rivera, and the asset is its nine-hole public golf course that has been reinvented into a thriving and highly valued community asset. Pico Rivera Municipal Golf Course was built in 1965 for the enjoyment for all those in the surrounding communities. The executive nine-hole course was designed by the great William F. Bell, who is also credited with the Torrey Pines North Course in La Jolla, Newport Beach Country Club and other southern California golf landmarks. The lighted course plays to a par 29, measures 1,504 yards, and features a covered driving range, two putting greens, pro shop, café and banquet facilities.

From a Losing Proposition to Creative Partnerships

From 2008–2012, the Pico Rivera Golf Course lost more than \$250,000 per year and was in need of a major renovation and deferred maintenance. Despite being a William Bell, Jr.-designed course with modest green fees, the facility was not being utilized by the middle-class, largely Hispanic community. The city had to make a difficult decision — either close the doors on its only public golf course or search for a way to make it profitable.

In January 2012, the City of Pico Rivera entered into an agreement with golf course concessionaire GolfLinks Management, Inc., and gave them \$55,000 to begin renovations. Much of this \$55,000 was used for improving the clubhouse and banquet facility with new paint, lighting, doors, windows and floors. These small changes gave new life to the tired buildings and began to create a desirable community destination. As revenue slowly began to rise, GolfLinks spent an additional \$142,000 over the rest of the year, improving and repairing the course and greens, adding carts and reinvesting in the facility. A short course turned into a championship facility, one that was ready to give back to the community.

Attracting Youth

In an effort to encourage new golfers to try the course, GolfLinks partnered with the city's Department of Parks and Recreation. City demographics showed that 48 percent of the households had children 18 years old and younger. An effort to reach out and inspire these

younger community members to learn the game of golf resulted in a commitment to provide free rounds to any junior resident of Pico Rivera. The Parks and Recreation Department introduced this new program to the city's schools, with the message that the game of golf helps youth learn how to succeed in life, with an emphasis on sportsmanship, honor, integrity and teamwork with people from all walks of life. The new free golf program was extremely successful, attracting more than 250 participants of all ages, with many visiting the Pico Rivera golf course for the first time.

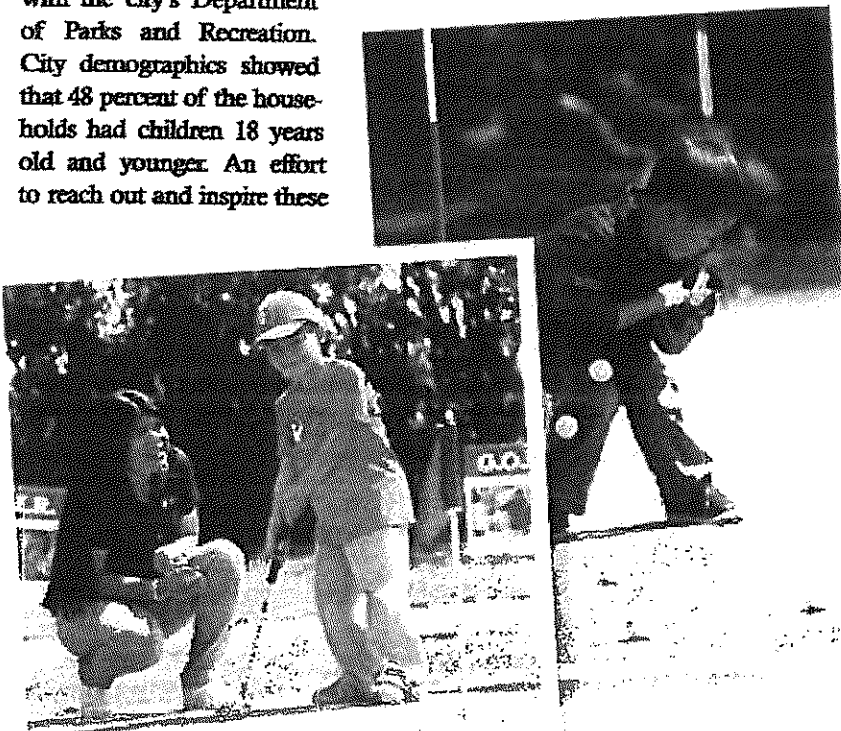
In early 2013, even more exciting things began to happen. The golf course was selected as a partner by the Southern California Golf Association (SCGA) Youth on Course program, which is designed to provide southern California juniors affordable access to

golf. The selection of Pico Rivera by Youth on Course from more than 300 golf course facilities in southern California was an encouraging sign for the revamped facility. In the spring, SCGA Youth on Course and GolfLinks launched a program to teach more than 300 junior golfers, ages 7-17, golf skills and decision-making techniques as it relates to both life and golf. The first session was only \$8 for an eight-week course. Free clubs were provided by GolfLinks, and each student received a shirt, hat and Youth on Course membership. Members who completed the online certification for rules, etiquette and decisionmaking also had access to more than 125 Southland facilities for \$1-\$5 green and range fees.

The mission of SCGA Youth on Course is to promote the education and character development of southern California youth through golf. The organization believes that golf teaches life lessons and develops character in a way no other sport can. Through its programs, Youth on Course focuses its efforts as follows:

- Create affordable access to golf for all youth
- Teach smart decisionmaking both on and off the course
- Instill integrity, character and responsibility in youth through the game
- Provide educational opportunities for youth from 5th grade to college
- Inspire a passion for lifelong learning in youth
- Develop a culture of healthy lifestyles

Even more intriguing is that junior participants of this program earn points for academics, volunteering and leadership, and can spend them on golf outings, tournaments and equipment. A scholarship program is also part of Youth on Course, designed to help active participants continue their lifelong learning ex-



caption

perience by providing financial assistance for higher education.

The kickoff event in March at the Pico Rivera Golf Course for this Youth on Course program was a true success. More than 200 people, including juniors, parents, golf course and city staff, and even the city's mayor, Gustavo Camacho, joined in the event.

"We're very excited to work with Youth on Course on this program," Camacho said to the crowd. "What they are doing for young people is fantastic, and we are honored to be the first city they work with in this capacity."

Whether or not the kids were signed up for the instructional program, all juniors in attendance participated in games and contests organized by Youth on Course staff and Pico Rivera golf instructors. Stations included putting, chipping and driving. The kickoff was a great opportunity for the juniors in the program and their parents to meet SCGA and golf course staff and become more familiar with the overall program.

Return on Investment

The outcome of this collective effort was the realization that investing in the community could be even more profitable than adding dollars to the facility's bottom line. In effect, the once-outdated golf course turned a large deficit into an even larger contribution to the community. In addition to helping youth, the new golf course model offers an inexpensive opportunity for all of the residents and guests of Pico Rivera, particularly seniors and lower-income golfers, to play and enjoy the game of golf. As a result of the program's success, the city decided not to raise resident rates for the golf course. To date, the course has had more than 100 juniors go through the program and is no longer losing money.

As the economy continues to stagnate, local cities and counties

may begin to feel the start of the predicted doom of sequestration. While the pain of the mandated budget cuts is already being felt, new models such as greater community engagement with city assets will become increasingly more important.

By adopting the philosophical change that focuses on providing the community the best avenue for golf, over and above financial gains, the city has been able to keep the doors to this community jewel open. The City of Pico Rivera and GolfLinks Management are poised to become a beacon for the growth of the game of golf, with an emphasis on junior involvement. This is a model that can be emulated by other cities nationwide. With affordable access to golf, the game will continue to grow, and youth will have the opportunity to experience the life skills that the game teaches on a regular basis. But more importantly, communities will gain an even greater re-

turn on their investment by investing in their future through youth involvement, recognizing that their residents may be their greatest asset.

This civic team continues to do good work. Presently, the city Parks and Recreation Department and Pico Rivera Golf Course are planning a fall golf clinic for kids with autism, from ages 7-17. By the time of the clinic, they hope to have one or two class times set up for kids with autism or other disabilities.

Ultimately, the places where people live, learn, work and play will continue to engage and transform them. As evidenced by the City of Pico Rivera, people- and place-based investments may become the emerging trend, and in doing so, communities will learn to expect more.

Sandra J. Gonzalez is the Director of Parks and Recreation for the City of Pico Rivera, California (sgonzalez@pico-rivera.org).



REQUIRED FORM

CITY OF POMONA MINORITY BUSINESS QUESTIONNAIRE

Name of Business: GulfLink Management

Division or Subsidiary, if applicable: _____

Business Address: 635 Frontenac Ave
Los Angeles CA 90065

Business Telephone No.: 310 650-8899

Contact Person: Scott Williams

Title: Owner

Type of Business:

Non Profit	<input type="checkbox"/>
Sole Proprietorship	<input checked="" type="checkbox"/>
Partnership – General	<input type="checkbox"/>
– Limited	<input type="checkbox"/>
– Corporation	<input type="checkbox"/>

Is the business 51% or more owned by:

American Indian	<input type="checkbox"/>
Asian	<input type="checkbox"/>
Black	<input type="checkbox"/>
Hispanic	<input type="checkbox"/>
Female	<input type="checkbox"/>
Other _____	<input type="checkbox"/>

(please specify)

Prepared By: Scott Williams

Title: Owner

Date: 6/5/17

For more information, please contact the City of Pomona Purchasing Division (909) 620-2381.

REQUIRED FORM

CITY OF POMONA STATEMENT OF NON-COLLUSION

The undersigned who submits herewith to the City of Pomona a Bid or proposal does hereby certify that:

- a. All statements of fact in such bid or proposal are true;
- b. Such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. Such bid or proposal is genuine and not collusive or sham;
- d. Proponent has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Pomona or of any other Proponent or anyone else interested in the proposed procurement;
- e. Proponent did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said Proponent or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Proponent did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said Proponent or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Proponent did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Pomona, or to any person or persons who have a partnership or other financial interest with said Proponent in his business.
- h. Proponent did not provide, directly or indirectly to any officer or employee of the City of Pomona any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i. No officer or principal of the undersigned firm is employed or has been employed, either full or part time, by the City of Pomona, either currently or within the last two (2) years, or is related to any officer or employee of the City by blood or marriage within the third degree. An exception to this section may be granted by approval of the City Council prior to contract award.
- j. No officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding on, award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed on June 5, 2017 at Pomona,
(Date) (Location)
California.

Business: Gutlinks Management

By: 

Address: 635 Frontenac Ave Los Angeles CA 90065

(Signature)

(Print Name & Title)

G. Sample Agreement for Contractor Services

THIS AGREEMENT (hereinafter referred to as AGREEMENT) is entered into by and between the CITY OF POMONA, hereinafter referred to as the "CITY," and _____, a _____ Corporation, hereinafter referred to as "CONSULTANT" or "CONTRACTOR".

RECITALS

WHEREAS, the CITY desires to engage CONSULTANT/CONTRACTOR to perform xxxxxxxxxxx consulting / contracting services for CITY.

WHEREAS, CONSULTANT/CONTRACTOR represents that the principal representative is authorized to enter into this agreement on behalf of CONSULTANT/CONTRACTOR and CONSULTANT/CONTRACTOR is willing to perform such services hereinafter defined.

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** This Agreement shall be for a term of one year commencing on xxxx xx, 20xx, through xxxx xx, 20xx, with xx one-year extension options, subject to written agreement of the Parties.

2. **REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE.** The representative of the parties who are primarily responsible for the administration of the AGREEMENT, and to whom formal notice, demands and communications shall be given, are as follows:

a. The principal representative of the CITY shall be:

City of Pomona

505 South Garey Avenue

Pomona, CA 91766

(909) 620-_____

b. The principal representative of the CONSULTANT/CONTRACTOR shall be:

c. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail.

d. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes.

3. **RETENTION.** The CITY retains and employs CONSULTANT/CONTRACTOR to act as such for CITY to perform such consulting services as may be requested of it by the CITY. CONSULTANT/CONTRACTOR accepts the employment and agrees to render such services as CONSULTANT/CONTRACTOR on the terms and conditions herein stated.

4. **SCOPE OF SERVICES.** The scope of such services is set forth in the attached Scope of Work, which is made Exhibit "A" to this Agreement.

5. **COMPENSATION.** The CITY agrees to pay CONSULTANT/CONTRACTOR for the above-stated services, as set forth in the aforementioned attached Scope of Work. CONSULTANT/CONTRACTOR agrees that fees for services shall not exceed the authorized amount of \$XXXXX^{XX} as set forth in the fee schedule, Exhibit "B" attached hereto, unless the CITY has given specific advance approval in writing.

6. **INDEPENDENT CONTRACTOR.** CONSULTANT/CONTRACTOR is an independent contractor. As such, CONSULTANT/CONTRACTOR shall have no power or authority to incur any debt, obligation or liability on behalf of CITY. Further, CONSULTANT is not entitled to any benefit typically associated with an employee such as medical, sick leave or vacation benefit.

7. **PERS ELIGIBILITY INDEMNITY.** In the event that CONSULTANT/CONTRACTOR or any employee, agent, or subcontractor of CONSULTANT/CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, CONSULTANT/CONTRACTOR shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT/CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

8. **ECONOMIC INTEREST STATEMENT.** CONSULTANT/CONTRACTOR hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by CITY hereunder, CONSULTANT/CONTRACTOR is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work. The extent of CONSULTANT/CONTRACTOR'S disclosure requirements is set forth in the written determination of the City Manager of CITY, attached hereto as Exhibit "C".

9. **INDEMNITY AND INSURANCE**

1. **INDEMNITY.** CONSULTANT/CONTRACTOR hereby agrees to protect, indemnify and hold CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the CITY to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the CITY. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT/CONTRACTOR or the CITY or to enlarge in any way the CONSULTANT/CONTRACTOR'S liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONSULTANT/CONTRACTOR'S negligent performance hereunder.

2. **INSURANCE.** CONSULTANT/CONTRACTOR shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "D" attached hereto.

10. **OWNERSHIP OF WORK PRODUCT.** All reports, documents or other written material developed by CONSULTANT/CONTRACTOR in the performance of this AGREEMENT shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such Material shall not be the subject of a copyright application by CONSULTANT/CONTRACTOR. Any re-use by CITY of any such materials on any project other than the project for which they were prepared shall be at the sole risk of CITY unless CITY compensates CONSULTANT/CONTRACTOR for such use.

11. **CONFIDENTIALITY.** Employees of CONSULTANT/CONTRACTOR in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of CITY. CONSULTANT/CONTRACTOR covenants that all data, documents, discussion, or other information developed or received by CONSULTANT/CONTRACTOR or provided for performance of this AGREEMENT are deemed confidential and shall not be disclosed by CONSULTANT/CONTRACTOR without written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the termination of this

AGREEMENT. CONSULTANT/CONTRACTOR's covenant under this Section shall survive the termination of this AGREEMENT.

12. **TERMINATION FOR CONVENIENCE.** Either the CITY or the CONSULTANT/CONTRACTOR may terminate this AGREEMENT at any time without cause by giving thirty (30) calendar days written notice to the other of such termination and specifying the effective date thereof. If this AGREEMENT is terminated as provided herein, CONSULTANT/CONTRACTOR shall be paid only the total amount equal to the service CONSULTANT/CONTRACTOR has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT or the value of services provided as of date of termination.

13. **TERMINATION FOR CAUSE.** If for any reason, CONSULTANT/CONTRACTOR shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONSULTANT/CONTRACTOR shall violate any of the covenants or stipulations of this agreement, CITY shall then have the right to terminate this agreement by giving a five (5) calendar day written notice to CONSULTANT/CONTRACTOR. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The CONSULTANT/CONTRACTOR will be paid a total amount equal to the service CONSULTANT/CONTRACTOR has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

14. **ASSIGNMENT AND SUBCONTRACTING.** Neither party shall assign or subcontract the rights or responsibilities under this agreement without the express, written consent of the other party, which may be withheld for any reason or for no reason.

15. **STANDARD.** CONSULTANT/CONTRACTOR agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. CONSULTANT/CONTRACTOR shall re-perform any of said services, which are not in conformity with standards as determined by the CITY. The CONSULTANT/CONTRACTOR will be relieved of its obligation to re-perform said services if the CITY does not notify CONSULTANT/CONTRACTOR within 180 days after the completion of the non-conforming service. Compensation for CONSULTANT/CONTRACTOR to re-perform said services shall be subject to the approval of the CITY, but in no event shall such compensation exceed the actual cost of said services. Except as hereinafter provided in respect of personal injury or property damage, the foregoing are the CONSULTANT/CONTRACTOR'S entire responsibilities and the CITY'S exclusive remedies for service rendered or to be rendered hereunder, and no other warranties, guarantees, liabilities, or obligations are to be implied.

16. **RESOLUTION OF DISPUTES.**

- a. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.
- b. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

17. **FORCE MAJEURE.** The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

18. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this AGREEMENT, CONSULTANT/CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age physical or mental handicap, medical condition, or sexual orientation. CONSULTANT/CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

19. **SEVERABILITY.** If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

20. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

21. **ENTIRE AGREEMENT.** This AGREEMENT, together with Exhibits "A," "B," "C" and "D" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this AGREEMENT acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this AGREEMENT shall be valid and binding. Any modification of the AGREEMENT shall be effective only if it is in writing and signed by all parties.

IN WITNESS WHEREOF this Agreement is entered into by the parties hereto on the dates set forth below.

ATTEST:

THE CITY OF POMONA

City Clerk

By: _____
City Manager

Date: _____

Sample

APPROVED AS TO FORM:

CONSULTANT/CONTRACTOR/CONTRACTOR

City Attorney

By: _____
Title: _____

Date: _____

Approved by City Council on _____

EXHIBIT "A"

SCOPE OF SERVICES

*Will be added by the City after award.

Sample



GolfLinks

Financial Comparisons

Giving Back To The Community

Pico Rivera and GolfLinks- A Community Partnership

2015-2016 Budget and Report

Renovation

When we assumed control of the Pico Rivera Golf Course in January, 2012, we inherited an operation that had lost over \$1,000,000 in the previous 4 years. Besides losing money, the entire facility was sorely in need of renovation due to deferred maintenance and lack of capital expenditures over the previous decades.

Thanks to the council and city management, we were able to secure funding to start the renovation process. We have literally transformed the clubhouse and course to one that the entire community could be proud of. To list these changes would not begin to show the dramatic transformation that has taken place. To better showcase the improvements, we have provided a picture presentation of all the things we were able to accomplish.

Food and Beverage Operational Change

As part of the renovation process, GolfLinks bought out S and M Enterprises, the previous Food and Beverage operator. This purchase was completed in March of this year, and included the liquor license, inventories, and furniture and fixtures. The change was felt immediately. Food and beverage sales for the time period between March and June have increased from \$78,000 in the previous year to \$148,000, even with construction constraints and inconveniences. As a financial comparison of the impact of the renovation and management change, one only has to analyze the revenue changes- sales for the last year were \$176,000. Our projected food and beverage sales for this year are \$450,000, an increase of \$279,000.

Growing the Game of Golf In Our Community

Besides overseeing the physical changes of the facility, we embarked upon a program to encourage new golfers to the club, as well as to inspire our younger community members to learn the game of golf. Our youth is the future to the growth of golf. Our commitment to junior golfers included free rounds for any junior resident of Pico Rivera. This program was introduced in 2013 to all the Pico Rivera Schools via the Parks and Recreation Department. GolfLinks, along

with the city council and management, believe that it is our duty to give back to the community and to encourage the growth of golf. The game of golf instructs our youth on how to succeed in life, with an emphasis on sportsmanship, honor, integrity, and how to get along with people from all walks of life.

The Free Golf for Kids program is part of our "Golf, the Easy Way" lesson program for beginner golfers. This program is designed to make learning the game of golf in a simplistic, easy to understand manner. We have reduced the price of 6 lessons to only \$32, which include a free \$25 putter, rental clubs, range balls, and even a playing lesson. This program attracts over 250 participants of all ages each year. The success of this program attracting new golfers was in part due to the support of the Parks and Recreation Department. We are very proud to report that last year we had over 3,000 junior rounds of golf, along with over 2,000 bucket of range balls.

James Ochs, our Director of Golf, has organized an annual summer junior golf team that allowed Pico Rivera kids who wanted to have a more competitive format a chance to be involved. Kids who did not have the resources for clubs and balls are provided free to them by GolfLinks. The league includes travel to 5 other golf courses to compete with other juniors and create new friendships along the way. We have over 125 kids involved in the league- many who visit our golf course for the first time.

Youth on Course- Growing the Game of Golf in Southern California

Instituted in 2013, we have been involved with the SCGA's (Southern California Golf Association) "Youth on Course" program, which is designed to reach out to the less advantaged youth of Southern California to get involved with golf. We are extremely proud that our course is selected as one of the 3 home courses for this program, particularly when you consider that there are over 300 courses in the Southern California Section. This was due in part to our successful lesson program and the great reputation we have achieved.

The SCGA Youth on Course Foundation and GolfLinks provides a lesson program that teaches an estimated 300 junior golfers golf and decision making as it relates to both golf and life. The first session will cost only \$8 dollars for an eight week course. Free clubs will be provided by GolfLinks and each student will from the SCGA a free shirt, hat and Youth on Course membership, plus opportunities to earn golf equipment/ gear and subsidized green fees and range balls at other participating facilities.

City of Pico Rivera
Comparative Income Statement - Golf Course
3 Years - FY2008 to FY2010

Exhibit C

Fund	Object	Account Title	FY2008 Actual	FY2009 Actual	FY2010 Actual
570	37200	MISCELLANEOUS REVENUE	(125.40)	(255.69)	(1,807.67)
570	38300	GREEN FEES	(405,969.00)	(459,173.00)	(496,839.50)
570	38310	CONSTRUCTION SURCHARGE-GOLF C	(62,344.00)	(63,437.00)	(71,311.00)
570	38400	DRIVING RANGE FEES	(177,669.40)	(177,194.09)	(174,760.39)
570	38500	EQUIPMENT RENTAL	(19,297.50)	(19,322.00)	(16,709.00)
570	38600	TOURNAMENTS	(7,178.50)	(6,976.00)	(8,204.50)
570	38631	HANDICAP MEMBERSHIP FEE	-	-	-
570	38660	GOLF COURSE CONCESSIONS	(24,000.00)	(6,000.00)	(8,810.73)
570	38670	VENDING MACHINE COMMISSION	-	-	(49.16)
570	38680	GOLF LESSONS	(2,795.00)	(7,105.00)	(8,423.04)
570	38700	MERCHANDISE SALES	(77,392.26)	(64,033.51)	(53,390.65)
570		Income	(776,771.06)	(803,486.29)	(840,305.64)
570	41100	SALARIES	71,956.12	76,335.42	83,040.39
570	41120	VACATION/SICK LEAVE ACCOUNT	(432.53)	5,574.00	5,835.23
570	41200	HOURLY SALARIES	252,884.68	277,466.65	310,462.68
570	41300	OVERTIME	2,576.83	1,823.54	2,374.37
570	41500	PUBLIC EMPLOYEE'S RETIRMNT SY	18,491.47	23,629.25	16,857.27
570	41501	PUBLIC AGENCY RETIREMENT SYS	8,395.83	8,747.84	9,476.47
570	41600	WORKER'S COMPENSATION INS.	59,952.29	37,254.53	11,639.39
570	41700	DISABILITY INSURANCE	1,136.70	1,106.56	1,059.13
570	41800	UNEMPLOYMENT INSURANCE	-	1,434.00	-
570	41900	GROUP HEALTH & LIFE INSURANCE	36,403.58	45,112.89	49,695.69
570	41902	CASH BENEFITS	935.90	721.62	578.64
570	41930	MEDICARE/EMPLOYER PORTION	4,562.55	5,397.44	6,990.67
570	42200	DEPARTMENTAL SUPPLIES	1,668.93	1,694.09	2,120.90
570	42400	PRINT, DUPLICATE & PHOTOGRAPH	994.84	1,780.55	1,779.08
570	42600	MEMBERSHIP AND DUES	-	100.00	110.00
570	42700	BOOKS AND PERIODICALS	-	-	-
570	43100	AUTOMOBILE SUPPLIES & REPAIRS	-	-	-
570	43200	MILEAGE REIMBURSEMENT	1,023.65	1,536.41	1,362.37
570	43300	EQUIPMENT MAINTENANCE & RENTA	16,911.26	13,722.73	12,104.37
570	43400	BUILDING AND GROUNDS MAINT	31,711.66	28,992.95	29,994.48
570	43500	SMALL TOOLS & EQUIPMENT	-	-	2,309.04
570	43600	CHARGE/CREDITS TO OTHER DEPTS	-	835.99	-
570	44100	SPECIAL DEPARTMENTAL EXPENSE	22,103.92	25,376.38	23,639.97
570	44200	UTILITIES	128,062.96	114,924.94	141,830.78
570	44500	CONTRACTED SERVICES	45,705.75	89,180.07	53,850.79
570	44530	CREDIT CARD SERVICE CHARGES	4,823.78	5,785.70	6,584.82
570	44700	INSURANCE & SURETY BONDS	163,905.43	143,046.04	115,963.98
570	44800	CONVENTION & MTG EXPENSE	341.29	-	119.00
570	46900	PRO SHOP MERCHANDISE	50,007.41	38,832.29	37,144.66
570	46990	TRANSFER OUT	156,800.04	369,600.00	150,000.00
570	47120	INTEREST EXPENSE	22,140.00	22,140.00	22,140.00
570	47404	DEPR/AMORT EXPENSE	-	9,195.84	(4,695.84)
570		Expense	67,458.36	57,548.12	38,224.86
			1,170,522.70	1,408,395.84	1,132,593.10
570		GOLF COURSE Net Loss(Income)	393,751.64	604,899.55	292,287.55

(144) 18



January 6, 2016

County of Los Angeles
Department of Parks and Recreation
301 N. Baldwin Avenue
Arcadia, CA 91007

RE: El Cariso Golf Course
13100 Elridge Ave Sylmar, CA 91342

To Whom It May Concern,

I am writing this letter on behalf of Golflinks Management, LLC, as evidence of their ability to meet the insurance requirements required in the RFP letter for The El Cariso Golf Course.

Golflinks Management, LLC proof of insurability rests with the fact that other golf courses that are owned and/or managed, have an insurance policy in force underwritten by California Capital Insurance Company (NAIC #13544) which has an A.M. Best Guide rating of A:TX. The policy limits meet or exceed the insurance requirements in your sample agreement.

Golflinks Management, LLC insurance policies currently in force can contain Commercial General Liability insurance limits of \$2,000,000 per occurrence, \$4,000,000 annual aggregate, and \$100,000 Fire Damage Liability limit.

Sincerely,

Bill Linville
Underwriter
(775) 321-1756
California Capital Insurance Company, NAIC #13544

HOME OFFICE
P O Box 3110 2300 Garden Road • Monterey, California 93940
(831) 233-6500 • (800) 882-8255 • FAX # (831) 847-8648 • www.ciginsurance.com

(179) 19

CERTIFICATE OF COVERAGE

Issue Date

12/6/2016

ADMINISTRATOR:

Keenan & Associates
901 Calle Amanecer, #200
San Clemente, CA 92673

LICENSE # 0451271

949-940-1760
www.keenan.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

ENTITY A: Southern California ReLIEF

ENTITY B:

ENTITY C:

ENTITY D:

ENTITY E:

COVERED PARTY:
El Rancho Unified School District
8910 E. Slauson Avenue
Pico Rivera CA 90660

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	SCR 00801-23	7/1/2016 7/1/2017	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SCR 00801-23	7/1/2016 7/1/2017	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input checked="" type="checkbox"/> BUILDERS RISK	SCR 00801-23	7/1/2016 7/1/2017	\$ 5,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SCR 00801-23	7/1/2016 7/1/2017	\$ 25,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> IWC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

As respects the collaboration between El Rancho USD and Whittier Union HSD to provide work experience through June 30, 2017 for El Rancho USD's Adult Transition Program students at this Pico Rivera Golf Course as part of Whittier Union HSD's Workability Program.

CERTIFICATE HOLDER:

Pico Rivera Golf Course
Attn: James Ochs
3260 Fairway Drive
Pico Rivera CA 90660

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.

John Stephens

AUTHORIZED REPRESENTATIVE

187 20



CERTIFICATE OF LIABILITY INSURANCE

GOLFMAN-01

ABELLO

DATE (MM/DD/YYYY)

5/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776

Los Angeles, CA - Center Drive - HUS International Insurance Services Inc.

6791 Center Drive

Ft 800

Los Angeles, CA 90045

CONTACT

NAME

PHONE

FAX

ADDRESS

Tel. No. (310) 588-8000

FAX

Tel. No.

(310) 588-8008

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Republic Underwriters

24538

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

GolfLinks Management LLC

c/o Pico Rivera Municipal Golf Course

3200 Fairway Drive

Pico Rivera, CA 90660

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADD. INSR.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY					
<input type="checkbox"/> CLASSIS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
					DAMAGE TO RENTED PREMISES (Per occurrence) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
					\$
GEN'L AGGREGATE LIMIT APPLIES PER:					COMBINED SINGLE LIMIT (Per accident) \$
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC					BODILY INJURY (Per person) \$
OTHER:					BODILY INJURY (Per accident) \$
UMBRELLA LIABILITY					PROPERTY DAMAGE (Per accident) \$
ANY AUTO					\$
ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$
HIRED AUTOS					BODILY INJURY (Per person) \$
SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB					\$
EXCESS LIAB					EACH OCCURRENCE \$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLASSIS-MADE					AGGREGATE \$
DED. <input type="checkbox"/> RETENTIONS					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory for RPL)					E.L. EACH ACCIDENT \$ 1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
: Bell Gardens Golf Course - 8800 Park Lane, Bell Gardens, CA 90201

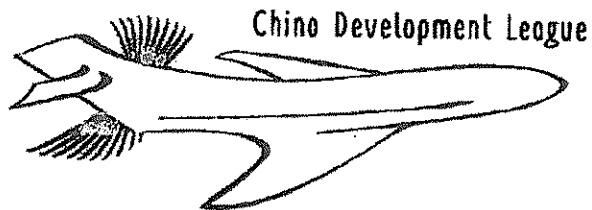
CERTIFICATE HOLDER

CANCELLATION

Information Purpose Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Chino Development League
PO Box 8397
La Verne, CA 91750

Phone/FAX: (909) 393-4495
www.ChinoDevLeague.com

June 3, 2017

City of Pomona
c/o: City Clerk's Office (Upper Level)
505 S. Garey Avenue
Pomona, CA 91769

ATTN: Mr. Mark Lazzaretto, Development Services Director

RE: Proposal Responding to City of Pomona RFP for Lease/Operation of Palm Lake Golf Course

Mr. Lazzaretto,

It is with pleasure we respond to the RFP for the leasehold and operation of Palm Lake Golf Course. Chino Development League (CDL) is one of several portfolio companies owned and operated by Mr. Celso Palafox. The company has a solid history developing real estate properties into valuable, long-term leasehold assets for the County of San Bernardino, the City of Chino, and the Chino Airport.

Mr. Palafox has been a resident of Pomona for more than 30 years and has always maintained a great interest in the success of the city and the well-being of its citizenry. It is to this end that we propose to restore the Palm Lake Golf Course to its once-lustrous condition.

Mr. Palafox has enjoyed a strong vendor relationship with the City of Pomona through a subsidiary portfolio company - Fox Nurseries. As a matter of coincidence, Fox Nurseries recently completed the beautification project along Garey Avenue, the Fairplex, and Casa Colima, and was subsequently featured on the Pomona Department of Public Works CIP Quarterly Report - April, 2017.

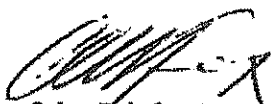
CDL has enjoyed a continuous operation for more than 25 years, and embraces its obligations and responsibilities as a leading community stakeholder. To this end, a team of professionals has been assembled to complete this project. Their contact information follows:

Contact	Role	Cell	email
Celso Palafox	Principal	(909) 331-8933	PalafoxCelso@gmail.com
Bob Velker	Business Manager, Project Lead	(909) 569-4832	BVelker@att.net

This proposal and its contents here within stand as an offer of contract, and this offer will remain in effect as stated through the 1st day of September, 2017.

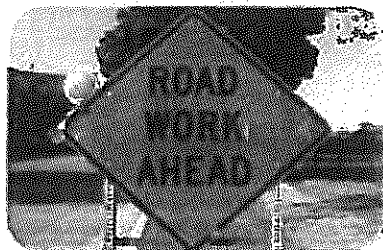
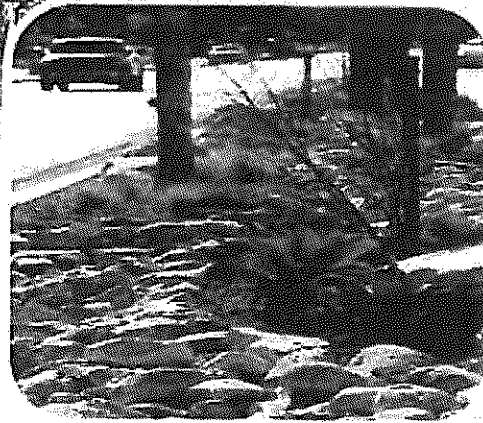
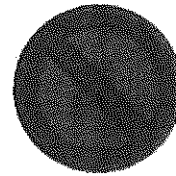
Hand delivered to address above, 5th day of June, 2017.

Regards,


Celso Palafox, Principal

Capital Improvement Program

Quarterly Report April 2017



2
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1
7

Department of Public Works

PUBLIC WORKS

1

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1) COMPANY BACKGROUND

a) History

- i) The Chino Development League (CDL) prides itself in being a well-established, self-funded, exemplary leaseholder with agencies, corporations and municipalities across the region, with a spotless track record, stellar credentials, and a history that spans over 25 years. Armed with a diverse portfolio of business interests, CDL has proven itself to be a prominent and resilient asset underwriter, credited with the construction and management of dozens of properties and successful retail concessions.
- ii) CDL's subsidiary, Fox Nurseries, recently completed several million dollars in beautification projects across the Pomona area, including the planting of over 1000 palm trees in the following locations:
 - (1) Garey Ave. – 550 mixed Canary palms and Date palms
 - (2) Casa Colima – 200 mixed Canary palms and Date palms
 - (3) Fairplex – 27 Canary palms
 - (4) Recycling Station (off Mission) – 20 Canary palms
 - (5) 91 Freeway – 250 Date palms
 - (6) 210 Freeway – 200 Date palms

b) Reputation

- i) CDL and its subsidiaries enjoy a close working relationship with numerous prominent clients and government agencies. Our client list includes:
 - (1) Agencies – US Air Force Bases, US Marine Corps Bases, Caltrans, Federal Highway Department, California Highway Patrol, and numerous airports including Chino, Palm Springs, Thermal, and LAX;
 - (2) Corporate – Apple, Disneyland, Southern California Edison, Mach One Air Charters, Helistream, Net Jets, DeBritton Aviation, AIA Flight Center, and Planes of Fame Air Museum;
 - (3) Municipalities – Counties of Orange, Los Angeles, San Bernardino, San Diego, Fresno, and across the country.

c) Financial Strength

- i) Through years of careful planning and preparations, CDL has positioned itself to self-finance the refurbishment and maintenance as proposed herein. Outside financing is neither necessary nor requested, thereby avoiding any delays or uncertainties.
- ii) Financial Declarations (See Financial Addendum)

d) Management Structure

- i) CDL employs top talent to streamline the procedural execution of its plans and assure that its goals and timelines meet expectations.
 - (1) Celso Palafox – Principal: Over 30 years of construction design, techniques and procedures, with specific attention to asset management, retail development, procedural operations, and infrastructure.
 - (2) Bob Velker – Business Manager: BS Engineering Technology, MBA, Certified Corporate Governance & Directorship. Has served twenty years in contract

procedures, project management, business development, career technical education, and community relations.

(3) Randy Jepson – Architect: Over twenty years experience across the State of California, with extensive projects in the Inland Empire, including: 1) multiple structures on the Chino Airport, notably the award-winning Whittlesey hangar development, 2) “On-call” architect for the San Bernardino County Department of Airports and Apple Valley Airport, 3) developments at Nevada County Airport, Columbia Airport, Pine Mountain Airport, Flabob Airport, 4) facilities for California Highway Patrol and San Bernardino County Sheriff’s Department, and 5) the Architect of Record for 30 new structures at San Bernardino International Airport.

(4) Cruz Palafox – Golf Course Administration: Nearly 2-decades of operations management at Emerald Desert Country Club.

e) Team of Advisors

i) Because of its diverse portfolio, its solid and dependable reputation, and its history of personal attention, CDL enjoys a confidential advisory relationship with numerous leaders in their business segment. References include:

(1) Don Delano – Fairplex, Horticulturist and Farm Manager

(2) Lloyd Copenbarger – Aviation Attorney

(3) Dan Hill – Aviation Charter Operator

(4) Curtis Walker – Residential Property Investor

2) BACKGROUND OF PALM LAKE GOLF COURSE

a) Background

i) The 17½ acre property had originally been planted (ca. 1960) with nearly 300 trees of varying size, shape and type. Its rolling grounds were well irrigated with sprinklers and running water, and a shallow-water lake was prominently featured in the design layout. Chain-link fencing encircles the property with the exception of a section of 40'-high netting positioned to protect parked cars and street traffic from flying balls. It offered a more-than-adequate driving range, and a modest-sized snack-bar and clubhouse resides between the fairways and the driving range. Overhead and operating costs were palatable for more than 40 years.

ii) Current status has the lake drained and inoperative, the grass has all died and been overgrown by weeds, most of the trees are dead or dying, and the structures are dilapidated. (See Illustrations – Current Conditions)

3) PROPOSED DEVELOPMENT

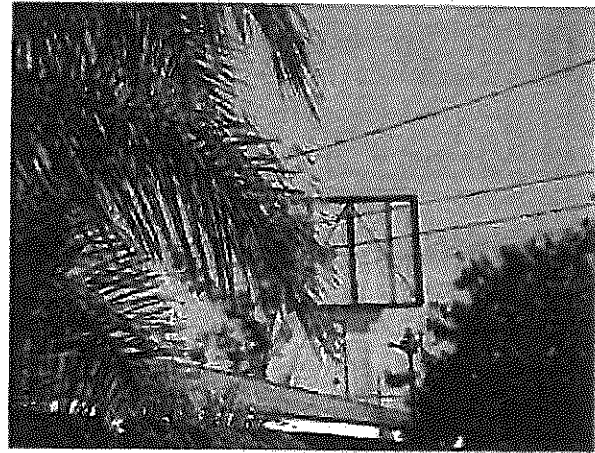
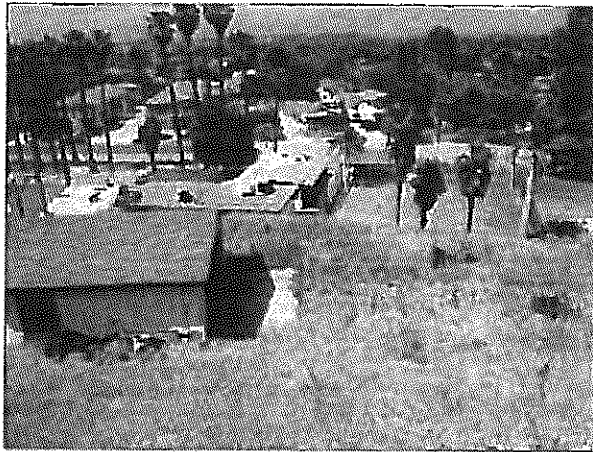
- a) CDL is uniquely positioned to draw from thousands of previous landscape designs and installations, and expects to create an environment that is both the pride of the city, and a destination for people from around the region. (See Illustrations – Imagined)
- b) Rehabilitation of the grounds – \$300,000, to include:
 - i) Renovation of greens, sprinkler system, fencing.
 - ii) Beautification of landscaping by clearing dead trees, trimming existing trees, and adding 100 new palm trees.
 - iii) Return the lake to an attraction that supports the environment and sustains wildlife.
- c) Rehabilitation of the parking lot – \$100,000, to include:
 - i) Expansion to accommodate more visitors.
 - ii) Replace netting.
 - iii) Restoration of signage.
- d) Expansion and restoration of buildings – \$200,000, to include:
 - i) Add 1000 square feet to café.
 - ii) Upgrade and modernize pro shop.
 - iii) Creation of neighborhood convention space.
 - iv) Obtain a restaurant vendor and liquor license permit.
- e) Stipulations
 - i) Lease terms to be \$1/year, over 15-30 year period.
 - ii) City to receive 10% percent of the profits, earmarked for Parks & Recreation Division.
 - iii) City to assure the cost of irrigation water is controlled and remains at an agricultural price.

4) BENEFITS TO THE COMMUNITY

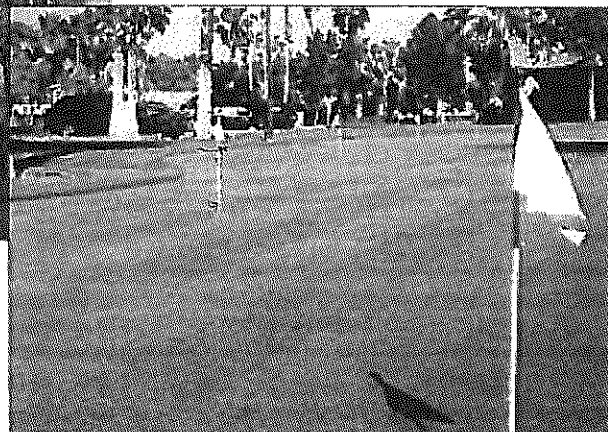
- a) Creation of several dozen jobs.
- b) Become the pride of the City and host of Chamber- and City-sponsored events and activities.
- c) Become a catalyst for community outreach, including:
 - i) Campaign to promote and market golf programs.
 - ii) Arrange strategic partnerships with PUSD schools to:
 - (1) Produce an environment where students bond with business professionals.
 - (2) Instill golf skills to PUSD students.
 - (3) Subsidize costs for students and the underprivileged.
 - iii) Recover and rejuvenate the Web site and social media.

5) ILLUSTRATIONS

a) Current Conditions



b) Imagined



6) FINANCIAL ADDENDUM

a) Corporate Identity

Chino Development League
PO Box 8397
LaVerne, CA 91750
(909) 393-3579

b) Organization Structure

A California Corporation
Single, wholly-vested shareholder – Celso Palafox
Founded 1986

c) Proposed Method of Financing

No financing is contemplated. CDL intends to underwrite operations from cash reserves.

d) Method of Operation

Chino Development League (CDL) will refurbish and manage the Palm Lake Golf Course as a wholly owned subsidiary, with complete autonomy and commercial independence. The company expects to:

- i) Solicit one or more concessionaires to serve its clientele;
- ii) Offer employment opportunities; and
- iii) Arrange strategic partnerships and joint ventures.

e) Construction

Completion is expected in 6 months from date of groundbreaking.

f) Financial Resources

CDL has, on hand, monies in excess of \$2M available in the form of liquid assets, properties, and cash reserves.

GOLF COURSE LEASE AGREEMENT

THIS GOLF COURSE LEASE MANAGEMENT AGREEMENT (the "Agreement") is executed as of August ____, 2017 by and between THE CITY OF POMONA, a Charter City ("Landlord") and _____ ("Tenant"), with respect to the following Recitals:

RECITALS

- A. Landlord is the owner of record of all of that certain real property known as the Palm Lake Golf Course, located at 1300 W. Phillips Drive, Pomona, California more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property") and desires to lease the property to Tennant for the continued use of the Property as a golf course.
- B. The Property includes: one (1) 9-hole course, multiple practice facilities, a driving range, maintenance and storage facilities, a pro shop, a parking lot and related amenities (the "Golf Course").
- C. In order for Tenant to operate Golf Course independent of the Landlord as the Landlord wishes to lease the Property and Golf Course to Tenant, to together with all rights, privileges, and easements appurtenant to the Property, and all buildings, structures, and other improvements thereon to Tenant. The Property, such appurtenant rights, privileges and easements and such buildings and improvements are collectively referred to as the "Premises."
- D. Landlord and Tenant acknowledge that Tenant may elect to establish an Affiliate to directly employ the Golf Course Personnel (as defined below).

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

ARTICLE I – DEFINITIONS

1.1 **Defined Terms.** When used in this Agreement, including any exhibits or schedules attached hereto, the following terms shall have the meaning ascribed to them in this Article, unless the context clearly indicates a contrary intent:

"Affiliate" shall mean, with respect to any entity, (a) any officer, director or employee of, or general partner in, such entity, and (b) any individual, corporation, partner, partnership, trust or other entity which owns or controls, or is owned or controlled by, or is under common ownership or control with, such entity. As used herein the term "control" shall mean the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of partnership interests or voting securities, by contract, by appointment to a

Landlord initials

Tenant initials

managerial position, or otherwise. Tenant shall not have the right to sublease or transfer the rights and obligations of Tenant under this Agreement to a third party without the written consent of Landlord as described further herein.

“Agreement” shall mean this Golf Course Lease Agreement.

“Basic Fee” shall mean the amount specified in Article VI.

"Capital Improvement" means any alteration, addition, improvement, repair, replacement, rebuilding, or renovation to the Golf Course or Premises.

“Equipment and Supplies” shall mean all equipment and supplies used or useful in the operation of the Golf Course, including, without limitation, golf cars, rental golf clubs, mowers, sprayers, vacuums, flags, grass seed, pesticides, herbicides, maintenance and janitorial equipment and supplies, office supplies, all furniture, furnishings, fixtures, equipment, inventory and supplies necessary or appropriate for the operation of the retail and food and beverage portions of the Golf Course such as shelves, racks and display cases other than those provided by manufacturers of clothing and equipment sold in the golf shop, food and beverage inventories, paper supplies, cleaning materials and equipment, tables, chairs, linens, uniforms, eating utensils, dishes, glassware, cook-ware, stoves, ovens, dish-wares, computer equipment and communication equipment. Such Equipment and Supplies shall include, but not be limited to those items described in Exhibit C, which are the property of Landlord, and shall remain the property of Landlord, and may be used by Tenant for maintenance and operation of the Premises. The equipment in Exhibit C may not be removed from the Premises for use or storage off Premises. The equipment in Exhibit C shall be returned to Landlord at the end of the Term in good working condition, reasonable wear excepted.

“Event of Default” shall mean the occurrence of any of the events described in Article XIII of this Agreement as defaults, together with the expiration of any cure period applicable to such event.

“Fiscal Year” shall mean a calendar year beginning on January 1st of one calendar year and ending on December 31st of the same calendar year, or such other fiscal year period as Landlord may hereafter designate in writing to Tenant.

“Golf Course” shall have the meaning ascribed to such term in the Recitals of this Agreement.

“Golf Course Personnel” shall mean those full-time and part-time employees of Tenant during the Term who performs all of their work in connection with such employment at the Golf Course.

“Hazardous Waste” shall mean any matter which has been determined by any existing or proposed federal, state or local statute, law, enactment, ordinance, regulation, order, rule or judicial decision to constitute a hazardous or toxic waste, substance or material.

Landlord initials

Tenant initials

“Industry Standard” shall mean a standard of quality at least equal to similar municipal golf facilities located in the eastern Los Angeles County, California-area.

“Legal Requirements” shall mean any and all laws, statutes, local, state or federal ordinances, codes, orders, rules, regulations, covenants, conditions and restrictions, permits, licenses, authorizations, entitlements, official orders and requirements of, conditions imposed by, all federal, state and local governmental regulatory agencies and authorities which are as of the date hereof or hereafter become applicable to the Golf Course or the operation thereof.

“Operating Contracts” shall mean all contracts now or hereafter entered into for the management, maintenance and operation of the Golf Course, including, without limitation, all such contracts for utilities to be provided for the Golf Course and all such contracts for Equipment and Supplies.

“Operating Period” shall mean the period commencing on the date first mentioned in the agreement, and ending upon the expiration of the Term of the Agreement.

“Premises” shall have the meaning ascribed to such term in Recitals of this Agreement.

“Recharge/Drainage Project” shall mean a future project to be conducted by or on behalf of the City of Pomona, at no direct expense to Tenant, in order to improve drainage, storm water runoff, and/or aquifer recharge activities of the City of Pomona.

“Term” shall mean the period of time commencing with the execution of this Agreement in accordance with its terms or a period of five (5) years from the commencement date of this Agreement, subject to the parties’ early termination rights as set forth in Article XIII of this Agreement. At the end of the five-year (5) period, the Term shall be extended for those certain periods of time described below as Term Extension Periods.

“Term Extension Periods” shall mean those periods of time in which the Term is extended as described in section 2.3 below.

“Unavoidable Delay” shall mean any delay such as strikes; lockouts; acts of God; inability to obtain labor, materials, equipment or supplies; governmental restrictions; moratoria; initiatives; referenda; a war or enemy action or invasion; civil commotion; insurrection; a riot; mob violence; malicious mischief or sabotage; an unusual failure of transportation; fire or any other casualty; unusually adverse weather conditions; a condemnation; any litigation or any law, order or regulation of any governmental, quasi-governmental, judicial or military authority; or other similar causes beyond the control of the affected party, any of which has the effect of delaying, hindering or preventing the affected party’s performance of its obligations hereunder, provided (i) Tenant shall have notified Landlord of such event by notice given not later than thirty (30) days after Tenant has knowledge of the occurrence of such event, and (ii) Tenant shall use reasonable efforts to minimize the effects thereof.

ARTICLE II – LEASE OF GOLF COURSE

2.1 **Lease of Premises** Landlord hereby leases, transfers and demises to Tenant, and Tenant hereby leases and takes from Landlord, the Premises for the terms and upon the agreements, covenants and conditions set forth in this Lease, and on the Tenant's Proposal, as attached hereto as Exhibit B and made a part hereof. In the event of any inconsistency between the Tenant's Proposal and the terms of this Lease, the terms of this Lease shall control.

2.2 **Standards of Performance:** Tenant shall manage, operate, and maintain, the Golf Course and Premises in an Industry Standard manner. All capital improvements to the Golf Course and Premises shall be completed in an Industry Standard manner.

Tenant covenants with Landlord to furnish its best skill and judgment in performing its obligations hereunder, and shall at all times provide such operating and maintenance services in a manner which maintains the good name and business reputation of Landlord, and shall perform its duties and obligations under this Agreement in an efficient, expeditious, prudent and economical manner, avoids damage to or waste of the Golf Course, Premises, and all fixtures thereto, consistent with the best interests of Landlord, with respect to the development, management and operation of the Golf Course. Tenant shall conduct all such operations under this Agreement in such a manner so as to maximize all amounts payable to Landlord, when applicable, and minimize all amounts payable by Landlord, when applicable, both hereunder and otherwise in connection with the Golf Course.

2.3 **Term of Agreement.** The obligations of Landlord and XXXX under this Agreement shall commence as of the date hereof, and shall continue thereafter throughout the Term.

2.3.1 Term Extensions. Subject to the reservations stated herein, upon completion of at least \$100,000 in Capital Improvements at the Golf Course, accepted by Landlord and completed pursuant to the terms outlined in paragraph 2.3.2, the Term of this Agreement shall be extended for up to three additional five (5) year renewal terms.

All capital improvements and maintenance costs and expenses, including but not limited to capital improvements qualifying for a Term Extension Periods, shall be undertaken and completed at the sole and absolute undertaking and expense of Tenant.

All physical improvements to and landscaping at the Golf Course shall be considered fixtures of the Golf Course and such shall become the property of Landlord, for which Tenant shall have no right to reimbursement for such improvements at the end of the Term, or at any other time during the Term unless otherwise indicated within this Agreement.

2.3.2 Term Extension Procedures.

Prior to commencing work qualifying for term extensions pursuant to paragraph 2.3.1, Tenant shall:

Landlord initials

Tenant initials

- a. obtain all necessary permits, licenses, and other applicable governmental approvals of any kind;
- b. provide Landlord plans relating to an individual capital improvement project prior to engaging in such work, and Landlord shall approve of the quality and scope of the work, such approval shall not unreasonably be withheld; and
- c. receive written notice to proceed with work from Landlord on large capital improvements, response to which shall be provided within thirty (30) days of receipt.

2.4 **Exclusivity.** Tenant shall be solely responsible for the operation and management of the Premises, with full power and authority to carry out all responsibilities of Tenant under this Agreement. No other golf service operation shall be permitted to do business on the same property without the written approval of Landlord and Tenant. Notwithstanding the foregoing, the Landlord reserves the right to enter the Golf Course and the Premises at any time for purposes of inspecting the Premises for compliance with the terms of the Lease. .

ARTICLE III – EMPLOYEES; ACQUISITION AND OWNERSHIP OF EQUIPMENT AND SUPPLIES

3.1 **Employees.** Tenant shall employ at all times, a sufficient number of capable employees to enable it to fulfill Tenant's obligations set forth in this Agreement.

All matters pertaining to the employment, training, supervision, compensation, promotion and discharge of such employees shall be the sole responsibility of Tenant. The cost of employing Golf Course Personnel in accordance with Tenant's operations on the Premises including, but not limited to payroll processing fees, payroll taxes and reasonable and customary benefits such as medical, health and worker's compensation insurance, approved employer matching contributions to XXXX's 401(k) plan, (if matched) and reasonable attorney fees and costs related to the defense of employee claims shall be considered Tenant's operating expenses of the Golf Course and all such expenses shall be paid by the Tenant. XXXX shall be solely responsible for the supervision and control of all Tenants' employees at the Golf Course and Premises commencing with the execution of this Agreement.

3.2 [Intentionally Omitted]

3.3 **Landlordship of Golf Course.** Tenant is entering into this Agreement as a Tenant to obtain a leasehold interest in the Premises in order to provide the services set forth in Tenant's operations proposal (Ex. B hereto). By entering into this Agreement, Tenant acknowledges that it is acquiring no rights whatsoever in the Golf Course other than those set forth herein, or any portion thereof or interest therein (including the improvements and any trade names, trademarks, logos, emblems and similar identifying matters) or the Equipment and Supplies, except a non-exclusive and revocable right to enter upon the Golf Course and use the Equipment and Supplies,

Landlord initials

Tenant initials

if and to the extent reasonably necessary to carry out its obligations pursuant to this Agreement. In acknowledging that Tenant is acquiring no rights whatsoever in the Golf Course (including the improvements and any trade names, trademarks, logos, emblems and similar identifying matters) or the Equipment and Supplies, Tenant further agrees that it will not assert, in any legal action or otherwise, any additional right or interest in the Golf Course, or any portion thereof or interest therein (including the improvements and any trade names, trademarks, logos, emblems and similar identifying matters) or the Equipment and Supplies, and will not record any lis pendens or any similar notice of lien against the Golf Course, or any portion thereof or interest therein (including the improvements and any trade names, trademarks, logos, emblems and similar identifying matters), under any circumstances. In no event shall Tenant alter or improve any portion of the Golf Course, except as otherwise expressly permitted under this Agreement.

3.4 **Operating Contracts.** Tenant shall execute all Operating Contracts necessary or appropriate for the maintenance, management and operation of the Golf Course during the Term in accordance with this Agreement provided such contracts are terminable within thirty (30) day's notice without penalty, do not exceed \$50,000 in the aggregate in annual payments without prior Landlord approval, name Landlord as an insured and express indemnities and are assignable to Landlord without the consent of the contract party. Landlord shall furnish to owner a complete and accurate listing of all contracts in place as of the date first mentioned. Tenant shall promptly notify Landlord in writing of Tenant's execution of any Operating Contract, and shall promptly deliver to Landlord a true, correct and complete copy thereof. Tenant's execution of any Operating Contract shall be subject to any and all restrictions set forth in Article IV hereof. All Operating Contracts shall be subject to Landlord's prior written approval as to form and content, shall allow termination, without cause, by Landlord upon ninety (90) days prior written notice (unless otherwise agreed upon by Landlord in writing), and shall provide that the party thereto other than Tenant shall, at Landlord's request, continue its performance thereunder, subject to the terms and conditions of such Operating Contract, notwithstanding any termination of this Agreement by Landlord and subsequent management of the Golf Course by Landlord or a third party.

3.5 **Acquisition of Equipment and Supplies.** Tenant shall be responsible for acquisition and payment of all Equipment and Supplies, and shall, at Tenant's expense and shall purchase, lease, or cause to be purchased or leased through other persons or firms, and supervise and coordinate the delivery and installation of, all such Equipment and Supplies. In addition to the foregoing, throughout the Term, Tenant shall, at Tenant's sole expense, purchase or lease, and keep the Golf Course adequately furnished with all necessary Equipment and Supplies. The cost of all such Equipment and Supplies, whether leased or purchased, shall be the sole expense of Tenant.

ARTICLE IV – RIGHTS AND RESPONSIBILITIES OF TENANT AND OWNER

4.1 Tenant. Throughout the Term, Tenant shall, subject to any restrictions or limitations set forth elsewhere in this Agreement, at a minimum, do the following:

Landlord initials

Tenant initials

- a. Obtain, and maintain at all times, a business license with the City of Pomona;
- b. Fully comply and cause the Golf Course and its operation to fully comply, with all Legal Requirements as well as all applicable rules, regulations and orders of any local, state or federal ordinances.
- c. Apply for, obtain and maintain in full force and effect, at Tenant 's sole expense, all permits, licenses (excluding any liquor or restaurant licenses), franchises, authorizations, approval, consents and variances, whether regulatory, governmental, quasi-governmental or otherwise, designated by Tenant or necessary or appropriate for the management, maintenance and operation of the Golf Course. All such permits, licenses, franchises, authorizations, approvals, consents and variances shall be the sole and exclusive property of Tenant and upon any terminations of this Agreement, Tenant shall transfer possession of all such permits, licenses (with the exception of the liquor license, which can be transferred for a fee of \$1,000), authorizations, approvals, consents and variances to Landlord or Landlord's designee.
- d. Immediately advise Landlord of any discovery by Tenant of any Hazardous Waste in, on or about the Golf Course.
- e. Fully cooperate with, and provide any necessary or appropriate documents, materials and information to, any financial institution or other lender designated by Landlord, consent to the assignment by Landlord of this Agreement to any such lender as security for any loan made by such lender to Landlord, and otherwise reasonably cooperate in satisfying the requests of such lender, including executing subordination and non-disturbance agreements.
- f. Make recommendations to Landlord from time to time concerning improvements and modifications to the Golf Course.
- g. Obtain and maintain in full force and effect all insurance required to be maintained by XXXXX pursuant to this agreement.

4.2 **Landlord.** Throughout the Term, Landlord may, in its sole and absolute judgment, do the following:

- a. Sell, encumber, subordinate, assign, lease, sublease and otherwise deal with the Golf Course, as the sole and absolute owner thereof, all without any duty to consult with or otherwise obtain the consent of Tenant; and
- b. Modify, amend and adjust the boundaries and the legal description of the Golf Course in order to accommodate the development of any property adjacent to the Golf Course, all upon such terms and subject to such conditions as Landlord may elect in its sole and absolute discretion, provided that the adjustment of the boundaries does not unreasonably reduce the size of the Golf Course; and
- c. Construct, plan, and develop a Recharge/Drainage Project in the vicinity and location of the driving range without directly or indirectly significantly adversely

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affecting golf course range operations, with the exception of during the time period required for construction.

4.3 **Operations:**

4.3.1 **Tenant's Responsibilities.** Throughout the Term, Tenant shall, subject to any restrictions or limitations set forth elsewhere in this Agreement, perform or cause to be performed, all tasks specified by this Agreement or which may be necessary or appropriate in connection with the ongoing operation, management, promotion, maintenance, repair and upkeep of the Golf Course. In performing such tasks Tenant shall, at a minimum, do the following:

- a. Comply with all agreements governing or affecting the Golf Course, including, without limitation, any allocation agreements, any reservation policy established from time to time by Landlord, and any applicable ground leases, mortgages, deeds of trust, regulatory agreements, declarations of covenants, conditions and restrictions, and similar documents.
- b. Supervise the sales and marketing, advertising, promotion and publicity relating to the Golf Course, and update the written marketing plan as needed.
- c. Maintain in full force and effect all Operating Contracts (other than such Operating Contracts as may be replaced by a new Operating Contract) necessary or appropriate for the ongoing management, maintenance and operation of the Golf Course in accordance with this Agreement.
- d. Interview, hire, and supervise employees and staff needed for operation of the Golf Course.
- e. Develop employee job descriptions and operational and procedural manuals.
- f. Establish fee schedules and membership fees for the Golf Course, including maintaining and enhancing membership programs, interfacing with Club Members, consistent with Tenant's Proposal.
- g. Conduct all activities necessary, including but not limited to supervision and management of employees to successfully operate manage play on the Golf Course and the operation of the Golf Course, including the golf shop.
- h. Conduct all activities necessary, including but not limited to supervision and management of employees to successfully operate the food and beverage facilities at the Golf Course.
- i. Conduct all activities necessary, including but not limited to supervision and management of employees to successfully operate the golf shop on the Premises.
- j. Conduct all activities necessary, including but not limited to supervision and management of employees for the physical maintenance of the Golf Course, including, without limitation, purchasing, cleaning, and repairing the Golf Course improvements, furnishings, equipment, and fixtures; periodic painting, redecorating, and refurbishing of the Golf Course; maintaining the Golf Course in a neat, clean and ready condition for use by Golf Course

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guests; maintenance and repair of the Golf Course landscaping and parking lot areas.

- k. Submit proposals to the City for review and approval prior to beginning any capital expenditures to expand, maintain, repair, and improve the Golf Course.
- l. With the prior written approval of the Landlord as further described herein, supervise and undertake capital expenditures of the Golf Course, improvements to the Golf Course, and clubhouse improvements.
- m. Hold regular meetings (not less than once per month) with the Landlord's designated representative(s) to review the operation and condition of the Golf Course.
- n. Pay and discharge, during the entire Term, before delinquency, all taxes, assessments, water charges, sewer charges, utility rates and fees, levies or other charges, general, special, ordinary, extraordinary and otherwise, of every kind and character which are or may during the Term be levied, charged, assessed or imposed upon or against the Premises or any buildings or improvements which are now or hereafter located thereon, or against any of Tenant's personal property now or hereafter located thereon, or which may be levied, charged, assessed or imposed upon or against the leasehold estate created hereby. In addition, Tenant shall pay any tax assessed exclusively on rental income of Landlord to the extent such income is allocable to this Lease, if and only if such tax is assessed by State or local authorities upon the elimination and in lieu of taxation based on the ownership of real property. At the commencement and at the end of the Term, such taxes, assessments and other charges to be paid by Tenant shall be prorated on the basis of the fiscal year of the taxing authority in question so that, at the commencement and at the end of the Term, as to any such taxes, assessments and other charges levied or assessed for a fiscal year preceding the commencement or extending beyond the end of the Term, Tenant will pay only such proportion of such taxes, assessments and other charges as the portion of such fiscal year following the commencement and preceding the end of the Term bears to the entire fiscal year.
- o. Supervise the accounting responsibilities for the Golf Course, that will include but not be limited to: (i) performing all ministerial acts and duties relating to the payment in accordance with the operation of the Golf Course and Premises, including all indebtedness, taxes and assessments on real and personal property, and other obligations due or to become due with respect to the Golf Course that accrue during the Term; (ii) the preparation, submission and processing of all claims regarding the Golf Course (other than claims under any insurance to be maintained by Landlord hereunder, with respect to which Tenant will reasonably cooperate with Landlord in its preparation, submission and processing of claims); (iii) the prosecution of any appeal of any tax or assessment for the Golf Course; and (iv) the giving and receipt of notices, reports and other communications

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arising out of, connected with or incidental to the management, maintenance or preservation of the Golf Course.

- p. Subject to subsection (i) of Article V, below, diligently pursue the collection of all sums due and owing to Landlord or Tenant from all purchasers of goods and/or services relating to the Golf Course.
- q. Subject to the terms of this Agreement, lease or purchase and maintain at the Golf Course all Equipment and Supplies.
- r. Subject to the terms of this Agreement, pay when due, all costs and expenses of every kind associated with the management, maintenance and operation of the Golf Course, as provided for herein.
- s. Establish the general maintenance standards to be implemented and adhered to by the ground crew that will satisfy the operating standards of this Agreement.
- t. To install, operate and maintain such security and safety measures and systems in the operation of and on the Golf Course, as are necessary and advisable to operate the Golf Course in an Industry Standard manner.
- u. To enforce such rules and regulations as may from time to time be enacted by Tenant with the prior written approval of Landlord with respect to the Golf Course, such approval not to be unreasonably withheld, conditioned or delayed.
- v. To fully cooperate and work in good faith with Landlord's accounting and legal advisors, in the preparation of all forms, reports, returns and such other instruments required by law, any governmental authority, or otherwise necessary to effectuate the requirements, purposes, or intent of this Agreement; and to execute all documents necessary for the performance of this Agreement.
- w. To provide and pay for all goods, materials, supplies, equipment, labor, supervision, and any other necessary item to conduct Tennant's obligations under this Agreement.

4.3.2 Tenant's Use of Premises.

- (a) Primary use. Tenant agrees that the Premises are designed to provide the general public with golf and golf related recreational facilities and Tenant shall not materially alter the uses without the written consent of Landlord. Tenant agrees to promote the Premises and its facilities and to operate the golf course so that it meets the golfing needs of the general public to the reasonable satisfaction of the Landlord. Tenant further agrees to provide instructional services in golfing technique and practice and to coordinate and promote the activities of golf clubs (organizations), training programs and local and regional tournaments. Tenant shall also provide starter and driving range services and shall monitor the play of the course to ensure that proper golf etiquette is practiced by course participants. Tenant shall have the privilege of using the Premises solely for the purpose set forth in this Lease. It is understood and agreed that the Golf Course is one of the public recreational facilities owned by the city of Pomona, and its conduct and

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operation are for service to and for the benefit of the general public. No other recreation facilities shall be undertaken other than those related to golf without prior written consent of Landlord.

- (b) Facilities. Tenant agrees that at its own expense, it will maintain and operate the Premises in accordance with the terms and conditions of this Lease. Tenant shall operate and maintain the Premises in accordance with the following standard and requirements (the "Operating Standard"): (1) as a quality municipal golf facility comparable in quality with other municipal golf facilities in the Southern California market having similar revenue and costs structures as that of the Premises; and (2) with appropriate agronomic, maintenance and playing conditions, comprehensive customer service, and operational efficiencies, all in a matter to meet the reasonable expectations of the Landlord and as more fully set forth in Attachment B. The Operating Standard may be modified from time to time as necessitated by the conditions of the Premises, any reconfiguration of the Premises, or any damage, destruction or condemnation of the Premises. Minimum operational requirements shall include:
- I. A 9-hole par-3 golf course;
 - II. A practice putting green;
 - III. A driving range;
 - IV. A pro shop, clubhouse, and a concession facility for the sale and rental of golfing related equipment and supplies and for serving sandwiches and refreshments;
 - V. Restrooms and drinking fountain.
- (c) Improvements and renovations. Tenant also agrees that it will use reasonable commercial efforts to complete all improvements and renovations to the reasonable satisfaction of the Landlord.
- (d) Construction of improvements. Tenant shall be responsible for the design of any improvements including, without limitation, grading, irrigation, lighting, pathway design and installation, building modifications, repairs, demolition and construction and related plans and specifications (collectively the Designs). Tenant shall provide Landlord with a copy of the Designs for its review and approval prior to commencement of construction. In the event the Designs are rejected, in whole or in part, Landlord shall provide written notice of such rejection, together with a detailed description of the rejected portion or portions of the Designs. Tenant shall be responsible for all costs and expenses associated with the construction and design of the improvements, including, but not limited to, construction costs, design changes, licenses, permits and insurance.
- (e) Inspection. Landlord, its experts and consultants, shall have the right to inspect and approve the improvements and shall have the opportunity to accept or reject such construction of such improvements when performed; provided that such inspections and approvals shall not be unreasonably withheld or delayed.

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- (f) Hours of operation. The Premises shall be operated and open, weather permitting for business as follows: 365 days per year during business hours that will be established pursuant to the agreement of Landlord and Tenant, initially not to be outside of the hours of 7:00 AM to 7:00 PM. In no event shall the premises be open for business during the hours of 10PM to 6:00 AM without the written approval of Landlord. Tenant shall operate business on a daily schedule which enables the largest number of participants to enjoy the premises. Tenant may close the business operation of the Premises on holidays with the written approval of Landlord.
- (g) Facility fees. Tenant shall have the right to set and charge fees for the use of the Premises.
- (i) Maintenance. Tenant shall have the exclusive duty to maintain the Premises, including but not limited to the golf course, netting, and all site facilities in accordance with the operating standards as described herein, including comparable agronomic turf and playing conditions on a year-round basis. Maintenance shall include, but shall not be limited to, regular mowing, edging, vericutting, aerifying, fertilizing, irrigating and all necessary landscape procedures which are required to keep the Premises, including the golf course, driving range and practice green consistent with the operating standards. Regular maintenance shall also include but not be limited to the requirement to maintain cups, top dress playing areas, repair divots, rake sand traps, renovate turf, provide weed and insect control, maintain water systems including pumps and controls, and to conduct re-sodding and re-seeding when necessary to meet the operating standards. The pruning of trees, shrubs and plants and clipping of grass around all poles, fences and walkways located within the Premises shall also be part of the regular maintenance. Tenant shall be responsible for maintaining the Premises to meet the operating standards. Maintenance of the Premises shall include regular exterior and interior painting and repair so all facilities meet the operating standards. Maintenance of the Premises shall include regular repair and replacement of the netting so all facilities meet the operating standards.

Tenant shall have sole and absolute responsibility for repair and replacement of all improvements on the Premises, subject to reasonable wear and tear. Storage areas shall be kept clean and orderly and shall be reasonably screened from public view when not in use. Kitchen and dining facilities shall be maintained in accordance with all applicable health and safety requirements. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire or health hazard shall be permitted to remain on the Premises and Tenant shall prevent any such matter or material from being or from accumulating on the Premises. Tenant shall furnish trash receptacles for use by the public and shall empty and clean each in order to maintain the operating standard. Tenant shall maintain the Premises and all related facilities in order to meet the operating

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standards, and in accordance with all applicable city of Pomona code provisions. The Landlord shall maintain the trees located in the public right of way immediately adjacent to the public streets bordering the Premises.

- (j) Inspection of Premises. The landlord shall have the exclusive right to inspect the Premises at anytime during normal business hours to determine maintenance and operational compliance and to observe Premises operations.
- (k) Employees. Tenant shall be solely responsible to recruit, hire, train, discharge, promote, supervise, manage the work of, and compensate all its employees necessary to operate the Premises in accordance with the terms of this Lease, including any management staff working at the Premises. Tenant shall be solely responsible for the payment of all wages and compensation, the payment of all payroll taxes and any required withholding taxes for Premises employees. Tenant shall establish or follow formally established policies concerning safety in the workplace, equal opportunity employment, antidiscrimination in the workplace, and such other employee policies and practices as may be required by applicable state, federal and local laws and shall use reasonable efforts to maintain a consistent workforce and supervisory personnel to reduce employee turnover. Tenant shall employ and supervise appropriate personnel in order to fulfill the terms of this Agreement. The hiring, supervision and termination of employees at the Premises shall remain the sole responsibility of Tenant. Any liability, fine, penalty or award (including the cost of defense and attorneys fees) with respect to claims, demands, arbitration, or litigation arising with respect to violations of federal, state and local laws, ordinances and regulations governing the employment or working conditions of the employees arising out of acts or omissions of a Tenant's employee, or the failure of an employee of Tenant to properly supervise its employee's or administer employment practices, or other wrongful conduct of Tenant, shall be the sole responsibility of Tenant and Tenant shall not be entitled to any reimbursement by the Landlord for any damages, costs or attorneys fees unless such damages, costs or attorneys fees were the result of a policy or procedure required by Landlord or the result of working conditions at the Premises previously identified in writing as noncompliant by Tenant and were the responsibility of Landlord which were not remedied after written notice to landlord. All of Tenant's employees are not employees of Landlord.

4.4 **Faithful Performance.** It is understood by Tenant that Landlord is entering into this Agreement in reliance on Tenant's and its Affiliates' expertise in supervising, operating and managing golf facilities and representations made by Tenant. Tenant agrees to faithfully perform its duties and responsibilities under this Agreement, and use Tenant's due diligence to supervise, manage and operate the Golf Course and Premises in an efficient and Industry Standard manner in accordance with the terms and provisions of this Agreement.

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4.5 **Title to Buildings and Improvements.** Title to all buildings, structures and improvements that now, or may from time to time constitute a part of the Premises, all carpets, draperies, partitions, machinery, equipment and fixtures that are now, or may from time to time be, used, or intended to be used in connection with the Premises, shall be and remain in Landlord.

ARTICLE V – RESTRICTED ACTIVITIES OF TENANT; COVENANTS OF TENANT

5.1 **Restrictions of Activities.** Without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion, Tenant shall not do, or cause or permit to be done, any of the following throughout the Term:

- a. Borrow or lend money, or enter into any other agreement, in the name of Landlord.
- b. Except for the Operating Contracts (which shall be governed by Article III), enter into any agreement relating, directly or indirectly, to the Golf Course.
- c. Assign, transfer, pledge, compromise or release any of the claims of or debts due Landlord, except upon payment in full, or, except as expressly provided to the contrary in Article XV, arbitrate or consent to the arbitration or settlement of any claim of or against Landlord or any other dispute or controversy involving Landlord.
- d. Make, execute or deliver in the name of Landlord, or with respect to any of the assets of Landlord, any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, security instrument, deed, guarantee, indemnity bond or surety bond.
- e. Lease, sell, transfer, assign, convey, pledge, encumber, mortgage, hypothecate or otherwise dispose of the Golf Course or Premises, or, except as contemplated herein, lease, sell, transfer, assign, convey, pledge, encumber, mortgage, hypothecate or otherwise dispose of any Equipment and Supplies or enter into any contract for any such purpose. Tenant shall not have the right to encumber the leasehold estate created by this Lease by a mortgage, deed of trust or other security instrument, to secure repayment of any loan to Tenant, and associated obligations, from any lender, except upon express written consent of Landlord.
- f. In the name of or on behalf of Landlord, endorse any note, or become a surety, guarantor, or accommodation party to any obligation.
- g. Violate any Legal Requirement or rule, regulation or order of any local, state or federal ordinances applicable to the Golf Course or Premises.

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- h. Engage in, or permit, suffer or allow the occurrence of, any storage, holding, release, emission, discharge, generation, abatement, disposition, handling, or transportation of any Hazardous Waste within the Golf Course. Notwithstanding the foregoing, Tenant need not secure the prior written consent of Landlord before utilizing, in connection with the reasonable and necessary operation and maintenance of the Golf Course's or Premises', fertilizers, pesticides, and fuel, provided such substances are utilized in compliance with all applicable Legal Requirements.
- i. Commence or maintain in the name of or on behalf of Landlord any action or proceeding, whether judicial, administrative or otherwise.
- j. Make any deletion, addition, modification, improvement or other alteration to the Golf Course or Premises other than as expressly authorized hereunder.
- k. Except as may be expressly contemplated hereunder, hire, employ or retain, or contract to hire, employ or retain (other than as an employee of Tenant or Tenant's Affiliate) any entity to manage the day to day operation of the Golf Course.
- l. Expend any funds, except as expressly permitted under this Agreement.
- m. Use any trade names, trademarks, logos, emblems or similar identifying matters of Landlord except in connection with the operation and promotion of the Golf Course.
- n. Except for fertilizers, pesticides and fuel reasonably necessary for operation and maintenance of the Golf Course or Premises, and except for any other substances and materials reasonably necessary for the operation and maintenance of the Golf Course or Premises, place or cause to be placed in, on or around the Golf Course or Premises any Hazardous Waste. In the event Tenant discovers or obtains actual knowledge of the existence of any Hazardous Waste in, on or around the Golf Course or Premises, Tenant shall immediately notify Landlord. Tenant shall not be responsible for any Hazardous Waste present on the Golf Course or Premises prior to the effective date of this Agreement, unless deposited thereon by Tenant, (i) which becomes present on the Golf Course after the date hereof as a result of some event or condition over which Tenant had no control, or (ii) which becomes present on the Golf Course or Premises after termination of this Agreement and all extensions hereof; provided, however, Tenant shall immediately notify Landlord of any notice received by Tenant from any governmental authority of any actual or threatened violation of any applicable laws, regulation or ordinances governing the use, storage or disposal of any Hazardous Waste or the County Entitlement Documents and shall cooperate with Landlord in responding to such notice and correcting or contesting any alleged violation. Landlord hereby agrees to indemnify, defend (with attorneys approved

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by Tenant, which approval shall not be unreasonably withheld), protect, and hold free and harmless Tenant from any cost, expense, penalty or other liability incurred by Tenant as a result of or in connection with or arising from Hazardous Waste for which Tenant is not responsible under this Article V. Tenant hereby agrees to indemnify, defend (with attorneys approved by Landlord, which approval shall not be unreasonably withheld), protect, and hold free and harmless Landlord from any cost, expense, penalty or other liability incurred by Landlord as a result of or in connection with or arising from Hazardous Waste for which Tenant is responsible under this Article V. The indemnifications set forth in this subsection (n) shall survive the termination or expiration of this Agreement.

- o. Use the Golf Course and Premises for any business use or activity not consistent with the activities contemplated herein.

5.2 Convents Regarding Activities of Tenant. Tenant agrees and covenants as follows:

- a. Keep and maintain all buildings and improvements now or hereafter located on the Property (subject to Tenant's right to demolish) and all appurtenances thereto in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. Tenant shall likewise keep and maintain the grounds, sidewalks, roads and parking, and landscaped areas in good and neat order and repair. Landlord shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Premises or any buildings or improvements now or hereafter located thereon, and Tenant hereby expressly waives all right to make repairs at Landlord's expense under sections 1941 and 1942 of the California Civil Code, or any amendments thereof.
- b. Comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises, all buildings and improvements now or hereafter located thereon, or any activity or condition on or in the Premises.
- c. That Tenant will not commit or permit waste upon the Premises other than to the extent necessary for the removal of any buildings or improvements upon the Premises or for the purpose of constructing and erecting thereon other buildings and improvements in accordance with the rights set forth herein.
- d. That Tenant shall contract for solid waste services with a franchised waste hauler within the City of Pomona, and to develop recycling programs to maximize the volume of recycled waste generated from the operation of the Premises, including but not limited to green waste diversion.

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ARTICLE VI – CONSIDERATION

6.1 Consideration.

a. During all times of the Term, Landlord shall be responsible for paying no monies (\$0) to Tenant for any reason in consideration for Tenant operating the Premises in the manner described herein.

b. Tenant shall be responsible for all costs, expenses, fees, or other amounts of any kind required for the management, operation, maintenance, improvement or otherwise required for the completion of the obligations under this Agreement.

c. As consideration for Tenant undertaking the management, operation, maintenance, improvement and other obligations under this Agreement, Tenant shall be allowed to keep all revenues received from operation of the Golf Course during the Term, unless Tennant generates more than \$150,000 in Net Profits from operation of the Golf Course in a calendar year. In the event that Net Profits from operation of the Golf Course are in excess of \$150,000 in one calendar year, Tennant shall pay Landlord 10% of the Net Profit for that calendar year under the following terms:

1. “Net Profit” shall be defined as Tenant’s revenues from all business activities related undertaken at the Premises minus all expenses incurred in engaging in such business activities at the Premises.

2. Payment shall be remitted to Landlord within 45 days of the end of the calendar year for any year in which more than \$150,000 in Net Profit is generated by Tenant for operation of the Golf Course. Payments made after 45 days of the end of the calendar year for which payment was required shall incur a late payment penalty of 10% per annum of the amount owed.

3. For purposes of calculating the 10% Net Profit payment, the payment due shall be calculated on the entire Net Profit amount, not only the amount over \$150,000.

4. Tenant shall provide Landlord with annual Financial Statements within 45 days of the end of the calendar year.

5. Upon providing at least 14 days’ notice, Landlord, at Landlord’s sole expense, shall have the right to audit Tenant’s financial records for the operation of the Golf Course at reasonable times and at Tenant’s office.

6.2 Taxes. Unless otherwise specified or agreed to in writing by the parties, the responsibility for the taxes with respect to the Premises shall be as follows:

- a. Tenant shall pay all taxes relating to real and personal property during the entire Term of the Agreement.
- b. Tenant shall collect taxes and remit to the appropriate taxing authority all taxes required for all daily golf and merchandise operations.

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ARTICLE VII – [Intentionally Omitted]

ARTICLE VIII – [Intentionally Omitted]

ARTICLE IX – REPRESENTATIONS AND WARRANTIES

9.1 **Landlord’s Representations and Warranties.** As a material inducement to Tenant to enter into this Agreement, Landlord represents and warrants the following:

9.1.1 **Power of Authority.** That it is duly organized, validly existing and in good standing under the laws of the state of its organization; that it is duly qualified to do business and is in good standing in the State of California; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Landlord of Landlord’s obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which Landlord is a party or by which Landlord is bound.

9.1.2 **Authorization; Valid Obligation.** That all actions required to be taken by or on behalf of Landlord to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of Landlord enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

9.1.3 **Executing Parties.** That the person(s) executing this Agreement on behalf of Landlord have full power and authority to bind Landlord to the terms hereof.

9.2 **Tenant’s Representations and Warranties.** As a material inducement to Landlord to enter into this Agreement, Tenant represents and warrants the following:

9.2.1 **Power and Authority.** That it is duly organized, validly existing and in good standing under the laws of the State of its organization; that it and/or its Affiliate, if any, is (or will be, promptly after this Agreement is signed) duly qualified to do business and is in good standing in the State of California; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Tenant of Tenant’s obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which Tenant is a party or by which Tenant is bound.

9.2.2 **Authorization; Valid Obligation.** That all actions required to be taken by or on behalf of Tenant to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of Tenant

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enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

9.2.3 **Executing Parties.** That the person(s) executing this Agreement on behalf of Tenant have full power and authority to bind Tenant to the terms hereof.

9.2.4 **Prior Experience.** That it has conducted such investigations and made such inquiries as it deems necessary to become fully familiar with the needs of Landlord with respect to the management, operation and maintenance of the Golf Course, has not relied upon any representation or warranty of Landlord or its agents or employees (other than any representations or warranties expressly set forth in this Agreement), and has such skill, judgment and expertise in operating, managing and maintaining golf course facilities that it will be able to operate, manage and maintain the Golf Course in an Industry Standard manner.

ARTICLE X – ALTERATIONS AND IMPROVEMENTS

10.1 **Approvals; Execution of Agreements.** Unless expressly provided to the contrary in this Agreement, previously approved by Landlord in writing or contemplated in this Agreement, Tenant shall not make any alterations of or improvements to the Golf Course. Following any approval by Landlord of any such alterations or improvements, Tenant shall negotiate, and submit to Landlord for its approval (which approval shall not be unreasonably withheld), all necessary agreements relating to such alterations and improvements. Landlord may, at its option, require that such agreements be executed in the name of Landlord or Tenant.

10.2 **Supervision.** Without in any way modifying, impairing or otherwise affecting Tenant's obligations under Article IV hereof Tenant shall, unless otherwise requested by Landlord, coordinate and supervise all alterations of and improvements to the Golf Course without additional compensation, and in connection therewith shall take such actions as Landlord may direct and all steps necessary or appropriate to cause such alterations and improvements to be completed in a timely, efficient, economical and workmanlike manner, and in accordance with all Legal Requirements and the terms of this Agreement.

ARTICLE XI – TRADE SECRETS AND PROPRIETARY INFORMATION

11.1 **Trade Secrets.** During the term of this Agreement, all trade secrets and confidential information belonging to Tenant, and identified as such in writing, including, but not limited to; management guidelines and procedures, manuals, operating manuals and similar compilations, and similar items and documents regularly used in the operation of the business of Tenant, to which the Landlord may have access or which may come into the possession of during the term of this Agreement, shall remain the exclusive property of Tenant and shall be returned to Tenant immediately upon the termination of this Agreement, with the exception of software programs, and computerized data bases, signage, files, and records specific to Landlord, as this remains the property of Landlord.

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11.2 **Non-disclosure.** The Landlord shall not disclose, directly or indirectly, either during or subsequent to the term of this Agreement, any of Tenant's trade or proprietary secrets or confidential information which has been identified as such in writing by Tenant unless such material shall have previously come into the public domain through no action of the Landlord. Information shall not be deemed confidential if it becomes known to the general public or is developed without the use of other confidential information. The Landlord agrees not to photocopy or otherwise duplicate any such material as above without the prior specific written consent of Tenant. The sole exception to the term defined herein shall be by that of a court order.

ARTICLE XII – INSURANCE REQUIREMENTS

12.1 Insurance Types:

- a. Tenant shall not commence any work or other activities under this Agreement until Tenant obtains all insurance required to be obtained by Tenant under the terms of this Agreement. Tenant shall deliver to Landlord certificates of insurance evidencing such coverage's. Such coverage's shall name Landlord as additional insured.
- b. All insurance described under this Article XII to be carried in the name of Tenant, with Landlord as Additional Insured, and is to be maintained at Tenant's expense, with insurance carriers licensed and approved to do business in the State of California, having a general policyholders rating of not less than "AX" as per the A.M. Best rating program
- c. In no event shall Tenant allow such insurance be terminated or otherwise allowed to lapse prior to termination of this Agreement or such long period as may be specified herein. Tenant may choose to place the insurance described in this Article XII in whole or in part through a policy or policies covering other liabilities and projects of Tenant; provided, however, that any such policies shall:
(a) allocate to the Golf Course the full amount of insurance required hereunder, and
(b) contain, permit or otherwise unconditionally authorize the waiver contained in Article XI.

12.2 **Evidence of Insurance.** As evidence of specified insurance coverage, a full copy of the insurance policy in effect at all times during the Term of this Agreement, including all waivers, exclusions and riders, and a certificate of insurance evidencing coverage shall be provided to Tenant and Landlord, as issued by the insurance carrier acceptable to Landlord and Tenant showing such policies in force for the specified period.

12.3 **Damages.** Nothing contained in these insurance requirements is to be construed as limiting the type, quantity or quality of insurance Tenant should maintain, or may maintain, or the extent of Tenant's responsibility for payment of damages resulting from its operations under this Agreement. It is ultimately Tenant's responsibility for payment of damages, defense obligation of the Landlord, and indemnification of the Landlord, resulting from Tenant's

Landlord initials

Tenant initials

operations under this Agreement, and it is Landlord's responsibility for payment of damages resulting from its operations under this Agreement.

12.4 **Worker's Compensation Insurance.** Throughout the Term, Tenant shall maintain Worker's Compensation Insurance at the statutory limits, including Employer's Liability of not less than One Million Dollars (\$1,000,000) for all persons whom it employs in carrying out the work under this Agreement, including a waiver of subrogation by the insurance carrier with respect to Landlord. Such insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws presently in effect at the time of issuance of each policy.

12.5 **Comprehensive General Liability Insurance.** Throughout the Term, Tenant shall maintain Comprehensive or Commercial General Liability Insurance on an "occurrence" basis, with reasonably acceptable deductible, with limits as follows

- a. General Aggregate \$2,000,000
- b. Products Comp/Op Aggregate \$2,000,000
- c. Personal & Advertising Injury \$1,000,000
- d. Each Occurrence \$1,000,000
- e. Fire Damage (any one fire) \$ 50,000
- f. Medical Expense (any one person) \$ 5,000

Such insurance will cover Independent Contractors, Products and Completed Operations, Contractual Liability including all defense and indemnification obligations contained in this Agreement, Broad Form Property Damage, Severability of Interest and Cross Liability clauses, Personal Injury and Explosion, and Liquor Law Liability. Fire legal liability insurance shall also be maintained by Tenant in reasonable amounts. The limits of liability of the insurance coverage specified in this paragraph may be provided by a combination of primary and excess liability insurance policies.

12.6 **Automobile Liability Insurance.** Throughout the Term, Tenant shall maintain owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles (excepting golf carts and other motorized golf course equipment for which liability shall be insured under Article 12.5, above) utilized by Tenant in connection with this Agreement with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000).

Upon reasonable notice, Tenant shall also obtain any other insurance that might be reasonably requested by Landlord.

12.9 **Landlord Insurance Requirements.** Landlord shall have no obligation to obtain any insurance related to its obligations under this Agreement. Landlord may choose self-insure in regard to its obligations under this Agreement.

12.10 **Waiver of Liability of Landlord.** To the fullest extent allowed by law, Tenant covenants and agrees that Landlord shall not at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, injury, death, or damage to persons or

Landlord initials

Tenant initials

property which, at any time may be suffered or sustained by Tenant or by any person who may at any time be using, occupying, or visiting the Premises or be in, on or about the Premises, from any cause whatsoever, except when whether such loss, injury, death, or damage shall be caused by or in any way results from or arise out of the negligent or intentional acts or omissions of Landlord. Furthermore, Tenant shall forever indemnify, defend, hold, and save Landlord free and harmless of, from and against any and all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage occasioned by any cause other than Landlord's intentional or negligent acts or omissions. Tenant hereby waives all claims against Landlord for damages to the buildings and improvements now or hereafter located on the Property and to the property of Tenant in, upon or about the Premises, and for injuries to persons or property in, on or about the Premises, from any cause arising at any time, except for any such claims arising from negligent or intentional acts or omissions committed by Landlord. Tenant's indemnity obligation set forth in this Section shall survive the termination or expiration of this Lease with respect to any claims or liabilities arising out of injury or damage to person or property which occurs during the Term.

12.12 **Accident Reporting.** Tenant shall promptly investigate, and make a full, timely written report to Landlord regarding any and all injuries, accidents, claims for damages relating to the ownership, operation, management, and maintenance of the Golf Course. Any damage or destruction to the Golf Course and the estimated cost of repair thereof, and shall reported to the Landlord and any insurance companies in connection therewith. All such reports shall be filled timely with Landlord's insurance companies as required under the terms of the applicable insurance policy, which may provide coverage for such accident, damage or claim.

12.13 **Eminent Domain.**

(a) If the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term, or if a substantial portion of the Premises should be taken so as to materially impair the use of the Premises contemplated by Tenant, and thereby frustrate Tenant's purpose in entering into this Lease, then, in either of such events, this Lease shall terminate at the time of such taking. In such event, of the compensation and damages payable for or on account of the Property, exclusive of the buildings and improvements thereon, Tenant and Landlord, as their interests may appear, shall receive a sum equal to the worth at the time of the compensation award of the amount by which the fair rental value of the Premises exceeds the rental payable pursuant to the terms of this Lease for the balance of the Term; the balance of such compensation and damages shall be payable to and be the sole property of Landlord. All compensation and damages payable for or on account of the buildings and improvements located on the Property and constituting a part of the Premises shall be divided among Landlord, Tenant, and Landlord as follows:

(I) All compensation and damages payable for or on account of buildings and improvements having a remaining useful life less than the remaining Term as of the date of such taking shall be payable to and be the sole property of Tenant and Landlord, as their interests may appear; and

Landlord initials

Tenant initials

(ii) A proportionate share of all compensation and damages payable for or on account of buildings and improvements having a remaining useful life greater than the remaining Term as of the date of such taking, determined by the ratio that the then remaining Term bears to the then remaining useful life of such buildings and improvements, shall be payable to and be the sole property of Tenant and Landlord, as their interests may appear, and the remaining share thereof shall be payable to and be the sole property of Landlord.

(b) If less than the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term and this Lease is not terminated as provided in subsection (a) above, Tenant shall promptly reconstruct and restore the Premises, with respect to the portion of the Premises not so taken, as an integral unit of the same quality and character as existed prior to such taking. No adjustment to the Term or other adjustment to the terms of this Agreement shall be made as way of additional compensation for such taking through eminent domain. The compensation and damages payable for, or on account of, such taking shall be applied to the reconstruction and restoration of the Premises by Tenant pursuant to this subsection (b) by application, first, of any sums payable for or on account of the buildings and improvements situated on the Property, and second, of any sums payable for or on account of the Property exclusive of such buildings and improvements. The remainder, if any, after reconstruction and restoration shall be divided among Landlord, Tenant and Landlord in the manner provided in subsection (a) above.

(c) No taking of any leasehold interest in the Premises or any part thereof shall terminate or give Tenant the right to surrender this Lease, nor excuse Tenant from full performance of its covenants or any other obligations hereunder capable of performance by Tenant after any such taking, but in such case all compensation and damages payable for or on account of such taking shall be payable to and be the sole property of Tenant.

(d) Should Landlord and Tenant for any reason disagree (i) as to whether any portion of the Premises taken is so substantial as to impair materially the use of the Premises contemplated by Tenant, (ii) on the division of any compensation or damages paid for or on account of any taking of all or any portion of the Premises, or (iii) on the amount by which the rent payable by Tenant hereunder is to be equitably reduced in the event of a partial taking, then, and in any of such events, the matter shall be determined by arbitration.

ARTICLE XIII – TERMINATION RIGHTS

13.1 **Defaults by Tenant.** An Event of Default with respect to XXXX shall be deemed to have occurred under this Agreement:

(a) If there is any failure by Tenant to perform any of the terms, conditions or covenants of this Agreement to be observed or performed by XXXX within fifteen (15) days after written notice from Landlord (or such additional time as is reasonably required to correct any such default but in no event more than sixty (60) days), or

Landlord initials

Tenant initials

(b) If Tenant shall become insolvent or file any debtor proceedings, or should any adjudications in bankruptcy be rendered against Tenant, or should Tenant take or there be taken against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, and if any of the foregoing proceedings are not discharged within sixty (60) days thereafter, or

(c) If Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement of its debts, or if Tenant shall permit or suffer this Agreement to be taken under any writ of attachment or execution, and the same is not discharged within thirty (30) days thereafter.

13.2 **Defaults by Landlord.** An event of Default with respect to Landlord shall be deemed to have occurred under this Agreement:

(a) If Landlord fails to keep, observe or perform any covenant, agreement, term or provision of this Agreement to be kept, observed or performed by Landlord, and such default shall continue for a period of fifteen (15) days after notice thereof by XXXXX to Landlord (or such additional time as is reasonably required to correct any such default but in no event more than sixty (60) days), or

(b) If Landlord shall become insolvent or file any debtor proceedings, or should any adjudications in bankruptcy be rendered against Landlord, or should Landlord take or have taken against Landlord in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Landlord's property, and if any of the foregoing proceedings are not discharged within sixty (60) days thereafter, or

(c) If Landlord makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement of its debts, or if Landlord shall permit or suffer this Agreement or any portion of or interest in the Golf Course to be taken under any writ of attachment or execution, and the same is not discharged within thirty (30) days thereafter.

13.3 **Termination upon Default.** Upon the occurrence of an Event of Default, the non-defaulting party may, at its option, and in addition to any and all other rights to which it may be entitled under this Agreement or applicable law, elect to terminate this Agreement. Any such termination shall be effective as of the date therefore specified in such election; provided, however, that in no event shall such date be later than sixty (60) days following the date such election is made.

13.4 **Actions Following Termination.** Immediately following any termination of this Agreement for any reason whatsoever Tenant shall assign, convey, transfer and set over unto Landlord, pursuant to an assignment in form and content satisfactory to Landlord, all of Tenant's right, title and interest in and to all Operating Contracts then in effect and in Tenant's name with respect to the Golf Course which are designated by Landlord to Tenant in writing, and Tenant shall transfer to Landlord possession of all Equipment and Supplies. Landlord agrees

Landlord initials

Tenant initials

to hold harmless Tenant for any and all contracts executed during the operating period. This provision shall survive termination of this Agreement.

13.4.1 **Transition.** Upon any termination of this Agreement for any reason whatsoever Tenant shall, for a period of three (3) months following such termination, assist and cooperate with Landlord to the extent necessary to ensure an orderly and efficient transfer of the operations of the Golf Course by Tenant to Landlord or Landlord's designee. The covenant of Tenant contained herein shall survive and remain in full force and effect following any such termination of this Agreement.

13.5. **Holding Over.** This Lease shall terminate without further notice upon the expiration of the Term, and any holding over by Tenant after the expiration of the Term shall not constitute a renewal hereof or give Tenant any rights hereunder or in or to the Premises, except as otherwise herein provided, it being understood and agreed that this Lease cannot be renewed, extended or in any manner modified except in writing signed by Landlord and Tenant.

ARTICLE XIV – TRANSFERS AND ASSIGNMENTS

14.1 **Transfers and Assignments.** Tenant shall not sell, convey, assign, transfer, hypothecate, pledge, or otherwise dispose of (or agree to do any of the foregoing) all or any part of its interest, if any, in this Agreement, or any contractual rights or obligations related hereto (including any rights to receive payments), other than an Affiliate without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole judgment.

ARTICLE XV – LEGAL REQUIREMENTS

15.1 **Legal Requirements.** Throughout the Term, Tenant shall comply with and observe, without exception, all Legal Requirements applicable to the Golf Course, and all the rights, duties and obligations of Tenant under this Agreement. All sums required to be paid to ensure compliance with this Article XV under Legal Requirements which are applicable as a result of Tenant serving in its capacity as the operator of the Golf Course (such as licenses and authorizations to do business and sell merchandise) shall be paid at no cost or expense to Tenant unless it is determined after final appeal or arbitration or through a binding settlement that Tenant is at fault serving in its capacity as the operator of the Golf Course.

ARTICLE XVI – [Intentionally Omitted]

ARTICLE XVII – MISCELLANEOUS

17.1 **Waiver.** The waiver by either Landlord or Tenant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. No covenant, term

Landlord initials

Tenant initials

or condition of this Agreement shall be deemed to have been waived by Landlord or Tenant, unless such waiver is in writing signed by the party against whom such waiver is asserted.

17.2 **Indemnity and Hold Harmless.** Tenant shall defend, indemnify and hold harmless Landlord and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or related to its performance or failure to perform its duties and obligations under this Agreement.

17.3 **Entire Agreement.** This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant, oral or written, relating to the subject matter of this Agreement. Landlord has made no representations or promises not expressly contained herein. No subsequent alterations, amendment change or addition to this Agreement shall be binding upon Landlord and Tenant unless reduced to writing and signed by them.

17.3.1 **Integration.** This instrument constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written.

17.4 **Force Majeure.** In the event that either party hereto shall be delayed, or hindered in, or temporarily prevented from, the performance of any act required hereunder by reason of an Unavoidable Delay, then performance of such act shall be excused for the period of said delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. In the event that either party shall be indefinitely prevented from the performance of any act required hereunder by reason of an Unavoidable Delay then performance of such act shall be excused. Notwithstanding the foregoing, no Unavoidable Delay shall excuse the timely payment of money when due hereunder except as otherwise expressly provided in this Agreement.

17.5 **Notices.** Notices, statements and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand (including pre-paid courier) against receipt or sent by certified or registered mail, postage prepaid, return receipt requested, or by secure e-mail, telex, telegram, facsimile or other telegraphic means and addressed as follows:

If to Landlord

City of Pomona
505 S. S. Garey Ave.
Pomona, California 91769
Attn: Mark Lazzaretto
Tel. No.: (909) 620-2421

If to Tenant:

Landlord initials

Tenant initials

or at such other address as from time to time designated by the party receiving the notice in accordance with this Article XVII. The date of service of such notices shall be the date such notices are delivered to the party to whom the notice is given.

17.6 **Captions and Section Numbers.** The captions, section numbers, article numbers and index appearing in the Agreement are inserted only as a matter of convenience, and in no way define, limit, construe or describe the scope or intent of such section or article, nor in any way affect this Agreement.

17.7 **Construction of Language.** The language in all parts of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either Landlord or Tenant.

17.8 [Intentionally Omitted]

17.9 **Successors.** Except as herein otherwise provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. Nothing stated in the foregoing sentence shall limit the provisions of Articles XIII or XIV of this Agreement.

17.10 **Persons Indemnified.** All agreements by either Tenant or Landlord to indemnify or hold the other harmless contained in this Agreement shall inure to the benefit not only of the respective indemnitee but also to that of its and their subsidiaries and Affiliates, and shall also inure to the benefit of the directors, officers, employees and agents of any of the foregoing.

17.11 **Applicable Law.** This Agreement and all provisions thereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of California. The sole and exclusive venue for any legal action under this Agreement or in any way related to the Golf Course shall be the Superior Court of the State of California and for the County of Los Angeles, and Landlord and Tenant agree to submit to the jurisdiction of such court.

17.12 **Cumulative Rights.** The rights and remedies conferred upon both Landlord and Tenant in this Agreement and by law are cumulative.

17.13 **Savings Clause.** If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

Landlord initials

Tenant initials

17.14 **Attorney's Fees and Expenses.** In the event of any dispute or litigation concerning the enforcement, validity or interpretation of this Agreement, or any part hereof, the losing party shall pay all costs, charges, fees and expenses (including reasonable attorneys' fees and costs) paid or incurred by the prevailing party, regardless of whether any action or proceeding is initiated relative to such dispute and regardless of whether any such litigation is prosecuted to judgment. For the purpose of this Agreement, the terms "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians, designated experts and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include without limitation, all such fees and expenses incurred with respect to appeals, arbitration and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred, and shall include all such fees and expenses incurred or anticipated to be incurred in collecting or enforcing any judgment in connection therewith.

17.15 **Injunctive Relief.** In the event of a breach or threatened breach by either party of any of the covenants or provisions of this Agreement, the other party shall, in addition to any remedies expressly mentioned in this Agreement, have the right of injunction and the right to invoke any remedy allowed at law or in equity.

17.16 **Further Assurances.** Tenant and Landlord each agree to execute and deliver from time to time, promptly following any reasonable request therefore by the other party, any and all instruments, agreements and documents, and promptly shall take such other actions as may be necessary or appropriate in the reasonable detention of the other party, to carry out the transaction described in this Agreement.

17.17 **Trade Names, Royalties and Patents.** All trade names, trademarks, logos, emblems and similar identifying matters related to or used in connection with the Golf Course shall be the sole and exclusive property of Landlord, and all matters relating to their use shall be subject to Landlord's approval in its sole judgment. If any design, devise, material or process covered by letters patent, copyright or trademark is used by Tenant in connection with the Golf Course, it shall provide for such use by legal agreement with the owner of the patent, copyright or trademark or a duly authorized licensee of such owner.

17.18 **No Third-Party Beneficiaries.** This Agreement is not intended and shall not be deemed or construed to convey any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto except as may be expressly provided herein to the contrary.

17.19 **Incorporation of Exhibits.** The Exhibits attached hereto shall be construed with and as integral parts of this Agreement to be the same extent as if the same had been set forth verbatim herein.

17.20 **Approval by Landlord.** If any provision of the Agreement where Landlord's approval or consent is required, Landlord shall, except to the extent specifically stated to the

Landlord initials

Tenant initials

contrary in such provision have the right to withhold or refuse its approval or consent in Landlord's sole and absolute discretion.

17.21 **Counterparts.** This contract may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts should constitute one and the same agreement.

17.22 **Nondiscrimination in Employment.** Tenant will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex or national origin. Tenant will use reasonable and diligent efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Tenant shall not discriminate with respect to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

17.23 **Special Exculpation.** Except for payment for work performed in accordance with this Agreement, payment of attorneys' fees pursuant to Article XVI hereof, the liability of Landlord hereunder shall be limited to insurance provided by Landlord and in no event shall any other assets of Landlord or any Affiliate of Landlord be subject to any claim arising out of or in connection with this Agreement.

17.24 **Time.** Time is of the essence of this Agreement and each provision hereof of which time is an element.

17.25 **Independent Contractor.** Landlord and Tenant acknowledge and agree that Tenant will act as an independent contractor in the performance of its duties and responsibilities set forth in this Agreement. No provisions hereunder shall be intended to create a partnership or joint venture between Landlord and Tenant with respect to the Golf Course or otherwise, and neither party shall have the power to bind or obligate the other party, except as expressly set forth in this Agreement.

17.25.1 **PERS Eligibility Indemnity.** In the event that Tenant or any employee, agent, or subcontractor of Tenant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the Landlord, Tenant shall indemnify, defend, and hold harmless the Landlord for the payment of any employee and/or employer contributions for PERS benefits on behalf of Tenant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the Landlord.

17.26 **Confidentiality.** Except as provided below, Landlord and Tenant shall treat this Agreement as confidential and neither shall disclose the contents of this Agreement to any party (other than its legal counsel, auditors and any governmental instrumentality having jurisdiction over Landlord or Tenant) or record or file this Agreement in any public records. Tenant shall hold confidential any information which Tenant receives in connection with the performance of its obligations hereunder and which concerns Landlord or its operations or business and shall not

Landlord initials

Tenant initials

disclose all or any portion of such information to any third party, except for such disclosures as are necessary to perform Tenant's obligations hereunder or are required by law.

Landlord initials

Tenant initials

SIGNATURE PAGE

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first above written.

By:

“LANDLORD”
City of Pomona
a Charter City

Signature: _____

Name: Linda Lowry _____

Its: City Manager _____

By:

“TENANT”

Signature: _____

Name: _____

Its: _____

Landlord initials

Tenant initials

EXHIBIT A

The real property located at 1300 W. Phillips Blvd, commonly known as Palm Lakes Golf Course.

Landlord initials

Tenant initials

EXHIBIT B

Proposal

Landlord initials

Tenant initials
