



Response to

City of Terre Haute - Request for Proposals for the Operation and Maintenance of City Golf Courses

May 2017

Billy Casper Golf 12700 Sunrise Valley Drive, Suite 300 Reston, Virginia 20191 Telephone: 703.761.1444 / Fax: 703.893.3504

www.billycaspergolf.com

Please contact: Mike Cutler mcutler@billycaspergolf.com (703) 761-1444



May 30th, 2017 VIA FEDERAL EXPRESS

FaegreBD Consulting Attn: Nick Weber 300 North Meridian St., Suite 2700 Indianapolis, Indiana 46204

RE: Request for Proposals for the Operation and Maintenance of City Golf Courses

Thank you for the opportunity to submit the enclosed information in response to the above-referenced Request for Proposals. Billy Casper Golf, LLC ("BCG"), a legal entity registered to do business in the state of Indiana, possesses the necessary experience, skills, and financial resources to operate the Terre Haute Golf Courses ("Courses") successfully.

Our management experience, marketing capabilities, and demonstrated success in competitive golf markets, combined with our current relationships servicing over (80) eighty municipal golf courses and their respective clients, uniquely qualifies BCG to provide management, operations and maintenance services for the City of Terre Haute ("City").

BCG is a proven operator that will provide fantastic golf course conditions, excellent guest experiences and increase revenue and patronage amongst all facets of the operation. Our ability to analyze a market and understand the relative strengths and weaknesses of each course within that market, and the elements of the operating and marketing plan to execute, is without question, un-equaled in the golf industry.

BCG has proposed a hybrid management structure which we feel is in the best interests of the City. The proposal was arrived at independently, without collusion, and is genuine.

Please allow this to serve as affirmation that BCG is very interested in the operation and maintenance of the Courses, I am authorized to act on BCG's behalf, and this proposal is valid for 180 days. We look forward to the opportunity to meet with you to discuss our proposal at greater length.

Sincerely,

Michael Cutler Senior Vice President

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SECTION A - EXECUTIVE SUMMARY

The Terre Haute daily fee golf market consists of two municipally owned golf courses, Rea Park Golf Course and Hulman Links Golf Course ("Courses") and Idle Creek. Both facilities are in good shape overall and are very playable. Local golfers have 18-hole options in neighboring communities such as Brazil, Clinton, and Paris, however, a 15+ mile drive to play facilities of a similar or inferior quality is unnecessary if the value of the experience meets and exceeds the needs of local golfers in Terre Haute.

Rea Park Golf Course is an 18-hole facility on the south side of Terre Haute which has been a hub of recreational activity for the community since its inception in 1920. Hulman Links Golf Course is a championship 18-hole golf facility playing over 7,200 yards from the back tees. It has garnered such accolades as "Best Municipal Course in Indiana", among others, and is a popular choice for outings and tournaments.

Not uncommon in recent years, the Courses have struggled financially to achieve an operational break-even. In Fiscal Year 2016, the Courses combined for a loss of over \$200,000, excluding any debt payments, lease payments, or capital expenditures. This is slightly improved to prior years due to significant cuts to expenditures. The expense reductions appear unsustainable as very little capital reinvestment has occurred in several years and a number of needed investments are on the horizon including equipment replacement, irrigation upgrades, and ongoing investments in infrastructure.

The single biggest threat to the facilities is the lack of irrigation water available at Hulman Links. Regardless of service levels, the inconsistency of course conditions due to a lack of irrigation water creates an insolvable negative guest experience. The resulting loss of business occurs not only as course conditions deteriorate, but throughout and after the recovery process, as golfers predominantly choose facilities that have consistent course conditions.

There are a number of opportunities to improve the financial performance of the facilities, based primarily on an active marketing and programming strategy including: identifying current customers and engaging them with loyalty programs and other direct marketing strategies to increase frequency of use; identifying golfers not currently playing Terre Haute Golf and enticing them to play; and being very active with introductory programs to create new golfers.

Improvements to guest service and operational procedures will also have a positive impact on the reputation of the facilities and enjoyment of the guests. All of this can be accomplished within a rate and fee structure similar to the current rates and fees and with opportunities for the existing staff to remain employed at the courses.

With a comprehensive marketing, PR, maintenance, and operations plan implemented, the facilities should be able to increase revenue significantly to reduce the City's subsidy. Coupling improved guest service with improved financial performance will allow for reinvestment in the Courses and lead to the long-term self-sufficiency of Terre Haute Golf.

SECTION B - FINANCIAL RESOURCES AND RELATED ISSUES

BCG possesses and can demonstrate the financial ability to meet the terms of the proposed Agreement, including insurance and performance bond requirements. BCG is a closely-held business that was founded in 1989 by its current Chairman, Peter Hill and Vice Chairman, Bob Morris. The firm recognizes the importance of demonstrating a secure and meaningful financial standing with its clients and creditors. BCG has consistently been able to satisfy the requirements of its numerous government clients and will continue to do so in the future. BCG's assets exceed \$33 million and its working capital exceeds \$11 million.

BCG provides the following references that can verify BCG's capabilities.

JOE COSTA, SENIOR VICE PRESIDENT, MID-ATLANTIC COMMERCIAL BANKING CAPITAL ONE BANK

1680 Capital One Drive, 10th Floor

McLean, VA 22102

Telephone: 703-720-6515

Relationship: Banking

GARY DORSCH, PRINCIPAL ALLEGIANCE CAPITAL

2000 West 41st Street Baltimore, MD 21211

Telephone: 410-338-6314

Relationship: Capital

DAVID THINNES, NATIONAL SALES MANAGER

PNC BANK

995 Dalton Ave

Cincinnati, OH 45203

Telephone: 513-455-9629

Relationship: Bank/Lease Financing

PROPOSER INFORMATION

Name of Party: Billy Casper Golf, LLC

Address: 12700 Sunrise Valley Drive, Suite 300

Reston Virginia 20191

Telephone: 703.761.1444 Fax: 703.893.3504

Federal Tax ID: 86-1092316

Date of incorporation: December 2003

State of incorporation: Virginia

Officers: Peter M. Hill, Chairman, CEO, & Treasurer

Robert C. Morris, Vice Chairman, & Secretary

Shareholders: Peter M. Hill, Vienna, VA - 50%

Robert C. Morris, Great Falls, VA - 50%

Billy Casper Golf (BCG) is a Limited Liability Corporation (LLC) with Articles of Organization for the Corporation filed in the Commonwealth of Virginia in December 2003. Prior to the formation of Billy Casper Golf, LLC ("BCG, LLC"), Billy Casper Golf Management, Inc. ("BCG, Inc.) was formed in 1989 and has been continuously doing business and performing golf management services since that time. BCG, LLC was formed for the purpose of performing the same golf management services as BCG, Inc., but limited to golf management engagements entered into after December 31, 2003. The formation and operation of BCG, LLC is in response to corporate tax-planning initiatives only; this arrangement in no way limits the obligation or requirements of BCG, Inc. or BCG, LLC under any third-party agreement for golf management services.

BCG will use a new single-purpose entity known as Terre Haute Golf Management LLC ("Terre Haute Golf") for purposes of operating and maintaining the Courses. BCG and Terre Haute Golf will be the "Operator" under the Operating Agreement for Terre Haute Golf. BCG will be appointed the manager of Terre Haute Golf. The members of the LLC shall be responsible for all obligations of the agreement and the City shall have full recourse to the members for any liabilities caused by this entity. Terre Haute Golf will employ all of the staff. Terre Haute Golf will be operated on a discrete basis and will not commingle any assets or liabilities with any other properties managed by the members. Club-level financial statements will be prepared in the name of Terre Haute Golf and BCG will coordinate the accounting interface with the City.

Contact: Mike Cutler, Senior Vice President

mcutler@billycaspergolf.com

703.761-1444

COMPANY OVERVIEW

Billy Casper Golf, LLC ("BCG") was founded in 1989 by Peter M. Hill and Robert C. Morris in cooperation with the late PGA Tour legend Billy Casper, two-time U.S. Open winner and Masters Champion. Headquartered in Northern Virginia, the firm maintains <u>regional offices across the U.S.</u>, giving BCG a corporate presence in Illinois, Ohio, California, Florida, Hawaii, New York, and New Jersey.

BCG is among the nation's leading golf course management firms; the expert in golf course development, renovation, operations, and marketing. We provide complete, full-service facility and business management; golf course maintenance; sales and marketing; development and consulting services to owners of public and private golf courses nationwide.

BCG has evolved into the best and one of the most successful golf course operators in the country; we also happen to be one of the largest. We have achieved this growth and capabilities

organically, without the assistance of external institutional ownership or financial influence. Our focus - continued pursuit of "being the best operator in golf" has never wavered.

Our Managers undergo some of the most comprehensive training available in the industry, anchored by a focus on outstanding guest service. It starts with our renowned ACE the GUEST Experience™ Training Program (for all employees) and is supported by nearly 50 learning paths in our certified BCG University learning programs.



The result - our Operations teams are some of the most experienced in the business. Diligent oversight by our regional teams ensures accountability and results.

SELECTED ACCOLADES

BCG's focus is on offering the best golfing experience to our guests and delivering the expected financial results to our clients. Our courses are often honored for their outstanding conditions and operations as a result of our Team's efforts. Following is a sample of BCG's awards and accolades:

- "Management Company of the Year" The Boardroom Magazine
- "One of the most progressive and well-run organizations in golf" Golf Business Magazine
- "[BCG's] influence stretches from the East Coast to Hawaii" Golf, Inc.
- Wounded Warrior Project Talkhouse Award for Community Service, 2015



The qualifications and credentials we offer to the City are summarized below:

- BCG has been successfully operating golf course facilities for over 28 years, with a
 distinct reputation for providing superior quality in all facets of golf course operations.
 We currently operate more than 80 municipal golf facilities throughout the US.
- BCG has worked successfully with existing staff members at similar facilities to motivate and transition them through our professional guest service training program, ACE the GUEST Experience TM. This program is an instructional and motivational tool implemented at all BCG managed facilities. The program teaches all staff members the importance of guest service by training them to be warm and welcoming and to anticipate the needs of each guest.
- BCG utilizes the latest technology and generally accepted accounting principles to provide clients full operations accountability through standard golf industry financial statements and reports.
- BCG recognizes that not all decisions are driven by the bottom line, and we have vast experience working with diverse groups of stakeholders to make decisions which work to achieve balance and maximize community satisfaction.
- BCG's F&B operations are supported by our National Director of F&B as well as our National Sales Director. Our F&B teams consistently increase banquet and event business, while providing an outstanding daily service to golf course guests.
- BCG has a very long track record of improving efficiencies, course conditions, and the guest experience. We recognize that each municipal facility under our stewardship is a source of civic pride, integral part of the community, and direct representation of all involved.
- BCG has renovated, developed, grown-in, and/or opened more than 30 facilities throughout the United States. BCG's role in the maintenance and renovation of an established golf course is to ensure that a proven, collaborative, and systematic approach is taken.
- BCG is privately held and controlled by the company's founders who are actively involved in the oversight and relationships, attendant to each facility, and review financial performance and business strategies on a weekly basis.

Most importantly - BCG doesn't wait to hear from our clients or their constituents. Our systems allow us to proactively monitor and hear guest feedback in real-time. Our clients have access to this information.

BCG REGIONAL FACILITIES

BCG manages more than 140 facilities throughout the United States, including several multicourse portfolios, and all sizes and types of golf courses - 9, 18, 27, and 36 holes - public, dailyfee, semi-private, private, practice, and resort. Unless otherwise noted, the golf facility is 18 holes. More information about any of our courses is available upon request. All Municipal facilities are bolded. For more information please see www.billycaspergolf.com.

MIDWESTERN U.S.

Indiana

- Centennial Park Golf Course, Munster, IN (public, 9)
- Crawfordsville Golf Course, Crawfordsville, IN (public)
- Purgatory Golf Club, Noblesville, IN (semi-private)

Illinois

- Chicago Park District of Cook County
 - Columbus Park Golf Course, Chicago, IL (public, 9)
 - Diversey Driving Range, Chicago, IL (public, practice, 9)
 - Jackson Park Golf Course, Chicago, IL (public)
 - Marquette Park Golf Course, Chicago, IL (public, 9)
 - Robert Black Golf Course, Chicago, IL (public, 9)
 - South Shore Golf Course, Chicago, IL (public, 9)
 - Sydney Marovitz Golf Course Chicago, IL (public, 9)
- Forest Preserve District of Cook County
 - Billy Caldwell Golf Course, Chicago, IL (public, 9)
 - Burnham Woods Golf Course, Burnham, IL (public)
 - Chick Evans Golf Course, Morton Grove, IL (public)
 - Edgebrook Golf Course, Chicago, IL (public)
 - George W. Dunne National Golf Course, Oak Forest, IL (public)
 - Harry Semrow Driving Range, Des Plaines, IL (public, practice)
 - Highland Woods Golf Course, Hoffman Estates, IL (public)
 - Indian Boundary Golf Course, Chicago, IL (public)
 - Joe Louis "The Champ" Golf Course, Riverdale, IL (public)
 - Joe Louis "The Champ" Driving Range, Riverdale, IL (public, practice)
 - Meadowlark Golf Course, Hinsdale, IL (public, 9)
 - River Oaks Golf Course, Calumet City, IL (public)
 - Campgrounds 5 locations
- Bridges of Poplar Creek Country Club, Hoffman Estates, IL (public)
- Lake Bluff Golf Course, Lake Bluff, IL (public)
- Orchard Valley Golf Course, Aurora, IL (public)
- Rob Roy Golf Course, Prospect Heights, IL (public, 9)
- University Park Golf Club, University Park, IL (public)
- Water's Edge Golf Course, Worth, IL (public)
- Whisper Creek Golf Club, Huntley, IL (daily-fee)
- White Mountain Golf Park, Orland Park, IL (daily-fee, 9)

Michigan

- City of Troy
 - Sanctuary Lake Golf Course, Troy, MI (public)
 - Sylvan Glen Golf Course, Troy MI (public)
- Currie Municipal Golf Course, Midland, MI (public, 36)
- Fellows Creek Golf Club, Canton, MI (public, 27)
- Hilltop Golf Course, Plymouth, MI (public)

Ohio

- Briardale Greens Golf Course, Euclid, OH (public)
- Cincinnati Recreation Commission
 - Avon Fields Golf Course, Cincinnati, OH (public)
 - California Golf Course, Cincinnati, OH (public)
 - Glenview Golf Course, Cincinnati, OH (public, 27)
 - Neumann Golf Course, Cincinnati, OH (public, 27)
 - Reeves Golf Course, Cincinnati, OH (public, 27)
 - Woodland Golf Course, Cincinnati, OH (public, 9)

Minnesota

- City of Duluth, Minnesota
 - Enger Park Golf Course, Duluth, MN (public, 27)
 - Lester Park Golf Course, Duluth, MN (public, 27)
- State of Minnesota IRRRB
 - Legend Golf Course, Biwabik, MN (public)
 - Quarry Golf Course, Biwabik, MN (public)

SELECT BCG MUNICIPAL GOLF COURSES

BCG provides the following municipal golf courses outside the Midwest region to affirm our experience, knowledge and success in working with our municipal partners. The year indicates the inception of our agreement followed by the type of management arrangement with each public agency.

- Morris County Park Commission, New Jersey (4 Courses) 2012, Hybrid-Management
- Prince William County, Virginia, (4 Courses) 2011, Management
- City of Philadelphia, Pennsylvania (4 Courses), 2007, Hybrid-Lease
- City of Tulsa, Oklahoma (2 Courses), 2007, Management
- City of Knoxville, Tennessee (2 Courses), 2006, Management
- Anne Arundel County, Maryland (2 Courses), 1997, Management
- City of Wilmington, Delaware (2 Courses), 2007, Lease
- County of Dauphin, Pennsylvania, 2013, Management
- New Castle County, Delaware, 2009, Lease
- City of Jacksonville, Florida, 2005, Hybrid-Lease
- Town of Falmouth, Massachusetts, 2005, Hybrid-Lease

SECTION D - REFERENCES

BCG provides the following references from clients with similar facilities who can speak to our firm's and to our key management personnel's capabilities in operating public golf facilities.

GREG VITALE, PARKS & RECREATION DIRECTOR, TOWN OF MUNSTER, IN

Telephone: (219) 836-6925

Email: gvitale@munster.org

Client Since: 2016

Facilities: Centennial Park Golf Course and Banquet Facility

Summary: BCG started in April 2016

TODD BARTON, MAYOR, CITY OF CRAWFORDSVILLE, IN

Telephone: (765) 364-5160

Email: tbarton@crawfordsville-in.gov

Client Since: 2017

Facility: Crawfordsville Municipal Golf Course

Summary: BCG started in January 2017, Planning irrigation system installation in 2017

TIM THORNTON, CONTRACTS ADMINISTRATOR, CITY OF TULSA, OK

Telephone: (918) 956-7871

Email: <u>timthornton@cityoftulsa.org</u>

Client Since: 2008

Facilities: Mohawk Park Golf Course, Page Belcher Golf Course

Summary: The number of rounds played at city courses has increased by 45% the city

golf course revenues are covering the courses' operating cost for the first time in many years since BCG took over - \$1 Million Annual Improvement

ELAINE BO, RECREATION DEPARTMENT DIRECTOR, CITY OF TROY, MI

Telephone: (248) 524-3488 Email: Boes@troymi.gov

Service: Full Service Management since 2010 Facilities: Sanctuary Lake and Sylvan Glen

Summary: Complete operation of both 18-hole golf courses for the City, resulting in

significant improvements in financial performance, service, and

operations - \$400k Annual Improvement

JOSEPH VETRANO, DIRECTOR, Chicago Park District, City of Chicago, IL

Email: joseph.vetrano@chicagoparkdistrict.com

Service: Full Service Management / Concession of a F&B Facilities since 2009
Facilities: Jackson Park, Marquette Park, Sydney Marovitz, Robert Black, Columbus

Park, South Shore, Diversey Driving Range, Clocktower Café

Summary: Complete operation of the 8 CPD facilities, including the Clocktower

Café, for the City resulting in significant improvements in service, conditions, operations, and financial performance. Planned and executed all capital expenditures for all facilities since 2009 with a total of over

\$3M in expenditures - \$1 Million Annual improvement





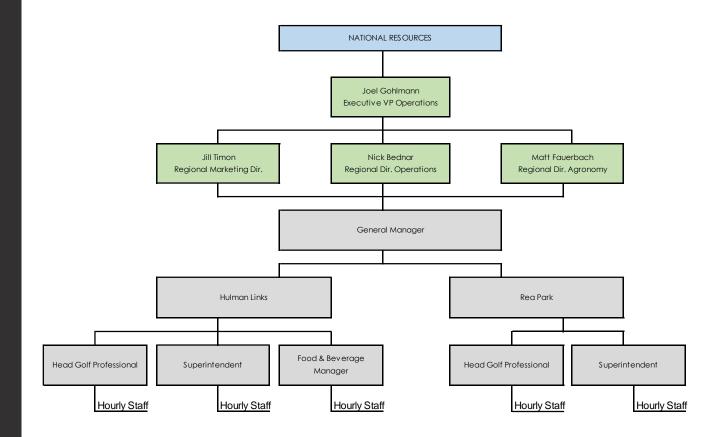




SECTION E - ORGANIZATION AND MANAGEMENT

ORGANIZATIONAL STRUCTURE

The staffing levels for the golf, maintenance, and food and beverage operations will be consistent with providing excellent service and course conditions, while ensuring efficient operations. The following outlines the expected number of staff for each facility:



Hulman Links Golf Course

Position	Туре	No. of Employees				
General Manager - Hulman & Rea	Full-time; Salaried	1				
Golf Professional	Full-time; Salaried	1				
Golf Shop Attendant	Seasonal; Hourly	5				
Cart/Range Attendant	Seasonal; Hourly	10				
Starter	Seasonal; Hourly	5				
Player Assistant	Seasonal; Hourly	5				
Superintendent	Full-time; Salaried	1				
Assistant Superintendent	Full-time; Hourly	1				
Mechanic	Seasonal; Hourly	1				
Irrigation Tech	Seasonal; Hourly	1				
Groundskeeper 1	Seasonal; Hourly	1				
Groundskeeper 2	Seasonal; Hourly	4				
Housecleaning	Seasonal; Hourly	1				
Food & Beverage Manager	Full-time; Salaried	1				
Server	Seasonal; Hourly	5				
Beverage Cart Attendant	Seasonal; Hourly	4				

Rea Park Golf Course

Position	Туре	No. of Employees
Golf Professional	Full-time; Salaried	1
Golf Shop Attendant	Seasonal; Hourly	5
Cart Attendant	Seasonal; Hourly	10
Starter	Seasonal; Hourly	5
Player Assistant	Seasonal; Hourly	5
Superintendent	Full-time; Salaried	1
Assistant Superintendent	Seasonal; Hourly	1
Mechanic	Seasonal; Hourly	1
Irrigation Tech	Seasonal; Hourly	1
Groundskeeper 1	Seasonal; Hourly	1
Groundskeeper 2	Seasonal; Hourly	3
Housecleaning	Seasonal; Hourly	1

SECTION F – EMPLOYEE ISSUES

PERSONNEL MANAGEMENT

BCG will provide **complete human resources and personnel management** services for the Courses utilizing the skills and resources of our talented team of Midwest based professionals.

BCG utilizes **local and national resources to recruit and hire** the best individuals for all positions, with particular attention paid toward employing local residents and **current employees.** Where appropriate, BCG is sensitive to employment, compensation and benefits issues for individual employees, particularly during a transition period. BCG communicates fully and works effectively with all affected employees in order to ease anxieties and assure a smooth transition.

All current employees will have an opportunity to become employees of BCG. During the transition period after the contract is awarded, employees will be interviewed to assess their skill sets and qualifications for their positions.

BCG expressly supports and is committed to the principle of **Equal Employment Opportunity**. It is our firm's policy to recruit, hire, train, and promote individuals that are qualified persons. We implement and administer all personnel policies and other employment actions without regard to race, color, religion, creed, age, sex, national origin or ancestry, marital status, veteran status, status as a qualified handicapped or disabled individual, or any impermissible factor in accordance with applicable laws.

BCG expressly supports and is committed to promoting a **Drug-Free Workplace**, and preventing and prohibiting any form of impermissible harassment. BCG **provides benefits** to applicable full-time permanent employees and offers professional growth opportunities for all employees.

TRAINING & PERFORMANCE

Golf Is A People Business, and BCG understands this better than anyone, which is why we spend considerable resources recruiting, training and developing great people through expert HR management programs. BCG is active with every management team, having the ability to attract and retain top industry talent. Below are examples of our leading HR programs:

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



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

SECTION F - EMPLOYEE ISSUES

GUEST CENTRIC FOCUS

BCG will train all employees through our innovative ACE the GUEST ExperienceTM Training Program ("Program"). This Program is a professionally-developed series of training, observation, and feedback lessons to teach all employees how to act out BCG's Guest Experience Vision. Each BCG-managed course has at least one professionally-trained 'employee trainer' who leads the



Program, observes employees interacting with guests, and provides feedback to improve guest service. The DVD, training materials, and training guidelines are updated annually to ensure authenticity.

BCG's Service Behaviors - specific, observable behavior guidelines that communicate the minimum requirement for every guest interaction - are introduced. Examples of both good and bad interactions are demonstrated and discussed, role playing of common interactions is done, and review of position-specific 'best practices' for interacting with guests throughout their journey at the golf course is completed. Employees practice interacting with each other using these guidelines, and then hold each other accountable beyond the training to exhibit them every day.

Finally, our employees are guided through the **Guest's Journey** - from beginning to end - to help them understand how each guest interaction with an employee influences the guest's experience. We teach our employees to <u>empathize</u> with each golfer's personal situation, <u>anticipate</u> their needs, <u>service</u> their needs, and then <u>introduce</u> the golfer to the next portion of their journey, creating a positive, seamless experience.

The formal training sessions are followed-up by regular review of the guest vision statement, service standards, service behaviors, and guest journey in both department and all-staff meetings.

The course's management team provides employees with timely feedback on positive and negative interactions that are observed, and each course has regular **Mystery Shopping** conducted by professional, independent evaluators. Results and feedback from the evaluations are used to further train and reward employees based on the experiences of the 'mystery guest' encounters. Emphasis in the evaluation is placed on employee-guest

100% (3/3		action
69. In general, did the team of employees work together to create a "fun and enjoyable experience?"	1/1	Yes
70. Sased solely on the overall experience you had today, would you return to play this course as a paying customer?	1/1	Yes
71. Would you recommend this course to a friend?	1/1	Yes
The course was clean and maintained. The employees appears	ed to be for	cused on the customer, especially
The course was clean and maintained. The employees appear tanny in the Shack area. When I said a question of Christopher, in the pro-shop, he vemployee. Also, when I checked out, the employees all focuse leasons to me, and easing if I had a good time. I employee the attitude of the employees, and the helpfulness of others, and the helpfulness of others, and the second of these helpfulness.	erified the d their atte	answer by checking with another ntion on explaining the free golf her when I went to purchase a pai

interactions, with the course's management team incentivized to deliver the best possible experiences.

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

periodic **Guest Surveys.** All designed to help BCG understand the importance of each part of the guest experience to our golfers, and how we are performing relative to our competition and our own expectations.

OVERVIEW

The Courses are in a position similar to other municipal facilities prior to Billy Casper Golf's ("BCG") involvement: not fully capitalizing on the opportunities for the Courses, or the community, and facing an uncertain future. The City needs a proven partner to: improve operations and maximize the potential of the Courses, maintain and improve the condition of the facilities for the long-term, and develop future services that benefit its constituents.

To this end, the needs of the City can be best addressed by an operator with the skill set, operational systems, "best-in-class" marketing platform, and **culture** to successfully maintain and improve the Courses for the benefit of all stakeholders. The new partner needs a proven track record of acquiring golfers, increasing loyalty among existing golfers, and possessing a strong guest-service mindset throughout. BCG will increase facility use by implementing creative marketing techniques, coupled with industry-leading service standards to improve the experience and grow revenue.

LOCAL MARKET OPPORTUNITY

The daily fee golf market in the greater Terre Haute area features a variety of golf courses in both the public and private classifications. The daily fee market is solid, overall, with estimated number of rounds annually for courses in the market ranging from 15,000 to 30,000.

The outbound marketing efforts and marketing sophistication in the local area is below average with Hulman Links and Rea Park doing very little in the way of marketing. The daily fee golf courses around Terre Haute are very similar in offerings and pricing, with very little differentiation between the facilities, further reinforcing drive time influences and the need for sophisticated marketing efforts to produce additional rounds and retain existing golfers. The Courses have a number of competitors to monitor and the following graphic outlines the primary competitors, including their price structure.

PRICING MODEL FOR COMPETITORS (GREEN FEE + CART FEE)

Rack Rates	Hulman / Rea Park	Idle Creek	Geneva Hills	Eagle Ridge	Oak Ridge
Regular Weekend 18	\$40 / \$38	\$40	\$37	\$27	\$30
Regular Weekday 18 Regular Weekend	\$39 / \$35 \$38			\$23	\$25
9	\$25 / \$24	\$23	\$20	\$15	\$18
Regular Weekday 9	\$23 / \$21	\$21	\$19	\$13	\$15

STATEMENT OF APPROACH

BCG will provide expertise in four critical areas: (1) Intensify promotion to increase and acquire; (2) Implement data-driven yield management strategies to maximize revenue; (3) Refocus the staff on creating "wow" moments; (4) Increase resources and provide proven, efficient expertise to maximize each dollar.

- 1. Increase Golfer Usage The Courses' primary goals are increasing usage and share of wallet. Greater golf utilization is a rising tide that positively impacts all revenue areas and profitability of the operation. BCG's success has been a result of its ability to increase actionable demand among area golfers.
- 2. Yield Management Many golf operators use a reactive pricing strategy, discounting rates as competition increases and tee sheets become sparse. BCG has created a data-driven yield management strategy to proactively identify opportunities to both lower and raise fees, as appropriate, to maximize facility revenue. All rates remain within the City approved guidelines.
- 3. **Guest Centric Focus** The staff's focus must be adjusted towards providing guest service as opposed to simply performing job tasks a TASK vs PURPOSE orientation. Additional training will help employees elevate the current golf experience.
- 4. **Increase Resources**, **Recognize Efficiencies** BCG provides an unmatched "boots-on-the-ground" entrepreneurial regional support structure, proven systems and platform to deliver a better product more efficiently.

MARKETING

BCG is an industry leader with its proactive approach to marketing each of our facilities. By collecting and tracking each golfer's individual playing history, BCG is able to **increase rounds** and **revenue** through communication tailored to each guest based on his/her playing habits and interests.

Specific marketing tactics to include retention and acquisition programs are outlined in the marketing approach within this proposal. BCG will be squarely focused on retaining the existing guest base and acquiring new golfers, as well as growing within the local population, as described below:

- Guest Retention: BCG will utilize our proprietary systems to track guests' playing and spending history, develop programs and offers to meet the expressed needs of those guests, and utilize direct marketing techniques to communicate individually with them.
- Guest Acquisition: BCG will develop and implement a targeted advertising campaign and marketing plan to attract the local community and penetrate the immediate market with value-oriented messaging.
- Guest Loyalty: BCG will attain loyal guests through the delivery of a golf experience that is fun, enjoyable, and fulfills their expressed needs. The marketing focus is on the growth of the guests' visit frequency using programs specifically designed to increase the number of rounds played.

PROGRAMMING/PLAYER DEVELOPMENT

BCG will improve programming and marketing campaigns focused on Growth of the Game initiatives, incorporating the elements which have been proven to be successful in other BCG locations. Specifically, BCG will expand current programs while developing new guest-demanded golf initiatives to serve the recreational and learning needs of area residents, including juniors, seniors, men, women, beginners, college students and families.



ATTENTION TO DETAIL

BCG consistently improves the physical elements, service levels, and financial performance of our golf courses by focusing on the "details." The direct oversight by our professional team ensures that each department expenses are "right-sized", course presentation is optimized, integrity and market position is uncompromised, and profitability is maximized. Additional operations, marketing and accounting support are provided through the BCG Corporate Office.

COURSE CONDITIONS

BCG will operate the Courses at the highest standards with a particular focus on improving user-friendliness. Anything less would be inconsistent with the City's vision to provide a high-quality, high-value amenity for the local constituents.

BCG has been "green" since our origin, incorporating best practices for our courses and our community. This mindset is further reinforced by our BCGreen™ Program. Additionally, over 70 of our golf courses have achieved Audubon Certification.



COMMUNICATION

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

CULTURE

A culture shift will be critical to achieve long-term excellence at the Courses. The following cultures will be instilled to successfully compete in the highly competitive daily fee golf market: guest- oriented staff, pro-active marketing, revenue-generating managers, and a sense of ownership by all. With strong oversight and management, we will achieve immediate and long-term results at the Courses.

COMMUNITY INVOLVEMENT

In addition to providing quality golf facilities to the residents of Terre Haute and neighboring towns, it is a priority for BCG to become an integral part of the community and develop strong partnerships with local residents and businesses. Examples of some community involvement initiatives BCG has planned for the Courses are listed below:

BCG strongly believes in providing value to the communities it serves through the jobs the Courses create in the local market. BCG is committed to ensuring that employment opportunities at the Courses are well publicized to local residents and that local area residents are fairly considered for all employment opportunities. The avenues BCG will use include posting employment opportunities through local newspapers, working with career centers, and holding job fairs to recruit talent from the local area.

BCG will work to promote a sense of being within the community by joining the Chamber of Commerce, to become involved in the affairs of Terre Haute and form a network with other businesses and organizations in the City.

BCG is also dedicated to giving back to the community by supporting local charities, hosting community events at the Courses, participating in food drives with collections donated to local food banks, and more.

STAFFING

Each facility manager works closely with BCG's Human Resources Director to recruit and hire, transition, train, evaluate, and employ individuals for all positions, recruiting first from the existing staff and local resources listed above, and second from our local, regional and national team of proven and knowledgeable personnel. BCG expressly supports and is committed to the principle of **Equal Employment Opportunity**, promoting a **Drug-Free Workplace**, and preventing and prohibiting any form of impermissible harassment.

PARTNERSHIP STRUCTURE

BCG believes a management/concession structure would best align the goals of the City and the Operator. Under this structure, the Operator is paid a base monthly management fee for golf course operations. The Pro Shop Retail and Food & Beverage Operations are operated as a concession, with the City being paid a percentage of revenue.

FINANCIAL PERFORMANCE

The following 5-year pro forma summarizes the expected financial performance of the facilities. Full details are included as an appendix.

BILLY CASPER GOLF		ANNUAL SUMMARY ANALYSIS Consolidated CLIENT SUMMARY CLUB SUMMARY										
TOTAL ROUNDS OF GOLF		51,000		52,750		53,842		54,188		54,367		266,148
		1		2		3		4		5		Year 1-5
REVENUES	_	2018	_	2019	_	2020	_	2021	_			TOTAL
Greens Fees	\$	698,740	\$	741,014	\$,	\$	778,854	\$	790,655	\$	3,776,917
Cart Fees	\$	367,000		383,387		393,344		397,835		403,128	. \$	1,944,694
Driving Range	\$,	\$	102,802		105,136			\$	107,930	\$	520,734
Activity or Pass Card Sales	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Other Golf Revenues (club rental, handicap, locker, bag storage)		2,420	\$	_,	\$	_,	\$	2,493	\$	2,518	\$	12,344
Clinic / School Revenue	\$	9,504		9,599		9,695		9,792		9,890	\$	48,480
Miscellaneous Income	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Concession Revenue Share to City	\$	23, 102	\$	24,131	\$	24,946	\$	25,363	\$	25,684	\$	123,225
TOTAL REVENUE	\$	1,199,166	\$	1,263,377	\$	1,303,243	\$	1,320,803	\$	1,339,805	\$	6,426,393
LABOR												
LABOR Golf Operations Labor	\$	209.700	¢	211.797	ď	213.915	œ	216.054	œ	218.215	\$	1.069.680
General & Administrative Labor	\$	71.060	\$		\$	72.488		73.213	\$	73.945	\$	362,477
Golf Course Maintenance Labor	\$		\$	•	\$	341,486		344,901	-	348,350	\$	1,707,598
	\$	- 334,737	\$	330, 103	\$	341,400	\$	344,901	\$	340,330	\$	1,707,596
Food & Beverage Labor Sales & Marketing Labor	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$				<u>, —</u>		<u>*</u>		<u>₃</u> 's	 .	. —	
Total Direct Labor		,	\$,	\$	•		634,168	-	640,510	\$	3,139,756
Total Payroll Taxes	\$ \$		\$		\$	63,414		64,048		64,688	\$	317,100
Total Medical/Health Benefits	_	,	\$,	\$	46,688		47,155	\$	47,626	\$	233,463
Insurance - Workman's Comp	\$	25, 239	\$	25,491	\$	25,746	\$	26,003	\$	26,263	\$	128,743
TOTAL LABOR	\$	748,688	\$	756,175	\$	763,737	\$	771,374	\$	779,088	\$	3,819,062
OTHER ORERATIONAL EXPENSES												
OTHER OPERATIONAL EXPENSES	•	00.000	•	00.000		00.040	_	00.070	•	00.040	•	464.700
Golf Operations Expense	\$	32,300		32,623		32,949		33,279		33,612	\$	164,762
General & Administrative Expense	\$	234,745	\$ \$	237,092		239,463		241,858	\$	244,277	\$	1,197,435
Golf Course Maintenance Expense	\$ \$	250, 100	\$	252,601	\$	255,127	\$	257,678	\$ \$	260,255	\$	1,275,761
Food & Beverage Expense		45 400	-	- 00 70 4		-		40.504		-	\$	-
Sales & Marketing Expense	\$ \$	45, 400	\$	39,794	\$	40,192	\$	40,594	\$	41,000	\$ \$	206,980
Golf Cart Lease	\$	-	\$		\$		\$		\$	-	\$	-
EXISTING - Equipment Leases FF and E - NEW FINANCED ITEMS	\$	9,600	\$	9.696	\$		\$	-	\$	-	\$	28.992
	\$,	\$,	\$,	\$	33,382	\$	33,716	\$	
Insurance - P & C	<u>\$</u>	32,400	_	32,724	_	33,051		-	_			165,273
TOTAL OTHER OPERATIONAL EXPENSES	\$	604, 545	\$	604,530	\$	610,479	\$	606,791	\$	612,859	\$	3,039,203
TOTAL EXPENSES	\$	1,353,233	\$	1,360,705	\$	1,374,216	\$	1,378,165	\$	1,391,946	\$	6,858,265
EBITDA	\$	(154,067)	\$	(97,329)	\$	(70,973)	\$	(57,362)	\$	(52,141)		
CUMULATIVE EBITDAR	\$	(154,067)		(251,396)		(322,369)		(379,731)		(431,872)		
	_	,/		,/		,/		, -,,		, ., - /		

FINANCIAL PROPOSAL

Due to the Tax exempt bonds restrictions, BCG proposes a hybrid management agreement between BCG and the City, covering the management and operation of the Courses to include a concession agreement for the F&B and Retail Operation - BCG has used this structure before with other municipalities under similar structure constraints.

BCG will provide complete turn-key management of the Courses including, golf operations, golf course and facility maintenance, marketing and promotion, general and administrative functions, operating and capital budgeting, employee hiring and training, and financial management and reporting. All employees would be employees of BCG and not the City's. BCG would be paid a fixed fee for its services.

BCG proposes the following compensation for golf management services for the Courses. BCG looks forward to discussing our proposal with the City in order to develop the most advantageous partnership for both the City and BCG.

We reserve the right to engage in discussions with the City with respect to this Response and Bid Proposal.

Proposed Term: Five (5) years, with a Five (5) year renewal option, at mutual consent.

Structure: BCG will form a single-purpose subsidiary (e.g.: Terre Haute Golf

Management, LLC) for purposes of maintaining the Courses, whose sole member shall be BCG. BCG shall remain solely responsible for all obligations of the agreement and City shall have full recourse to BCG for any liabilities caused by this entity. This entity will employ all of the staff at the Courses. This entity will be operated on a discrete basis and shall not commingle any assets or liabilities with any other BCG-managed property. Course-level financial statements will be prepared in the name of this single-purpose entity and BCG will coordinate accounting interface

with City's entity that owns the real property assets.

Course Operation: BCG shall operate the Courses pursuant to an Annual Budget, Marketing

and Agronomic Plan. All rates and fees shall be defined in advance; agreed to and approved by the City. All employees at the Courses shall be BCG employees and will work exclusively for the benefit of the Courses. BCG will retain exclusive right to hire and terminate employees.

Procurement: BCG will purchase all materials and supplies for the Courses via its

existing national account purchase programs including retail merchandise, course supplies, agronomic supplies, maintenance equipment as necessary, golf cars, property and casualty insurance,

among others.

Financial

Reporting: Financial statements will be prepared by BCG's in-house CPA's. BCG will

furnish City with balance sheets, income statements, cash flow statements, and bank reconciliations on a monthly basis. BCG can also supply City additional reports during the month as may be requested.

Owner Oversight: BCG will report to the City, its representatives, or other designee.

BCG Oversight: BCG's operation of the Courses will be directed and overseen by a

Regional Vice President based from their office located within a defined proximity of the Courses, as well as additional support from personnel

based at BCG's corporate office in Reston, Virginia.

Fees: For its management services, BCG would earn a base monthly fee of Six

Thousand Dollars (\$6,000), an annual Fee of Seventy Two Thousand Dollars (\$72,000). BCG may earn an annual incentive fee based upon achievement of performance metrics as agreed upon between the

parties. The management fees are net to BCG.

Concession

Payments: BCG proposes to pay the City Eight Percent (8%) of revenues from Food

and Beverage and Retail Operations.

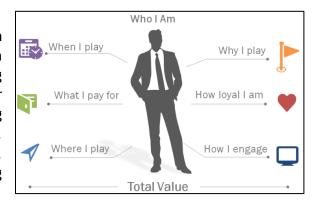
Maintenance

Equipment: BCG will utilize the existing maintenance equipment from City.

MARKETING APPROACH

OVERVIEW - "BIG LISTENING"

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



The strategic plan below outlines BCG's initial marketing plan for the Courses, with particular attention paid to listening to guest experiences, sales monitoring, and maximizing revenue. A final marketing plan for the Courses will be coordinated and implemented with our onsite team and shall include specific actions to execute the plan, programs and events scheduled in advance, and a revenue playbook created to ensure successful launch and implementation.

PLAN COMPONENTS

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

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

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

MARKETING SYSTEMS

BCG's Marketing Team, together with on-site personnel, will thoroughly review current market conditions, and develop a plan for implementation of our effective and proven marketing systems. All Marketing Systems will be designed and implemented in a manner that benefits the overall image of the Courses and within any existing guidelines established. This strategy will establish a valuable brand for the Courses. This brand will stand for quality and the "Enjoyable Guest Experience".



- Websites: Our expert team designs, develops, launches, updates and monitors each customized, high-performance website. Setup includes online tee time booking portals, lead inquiry forms for events and outings, online store, online event reservations and payment, contact info and directions, blog capabilities, and much more. Each is responsive across desktop, tablet and smart phones, making your business relevant to guests on the go. The facility can even get "hands on" and update their own site, write blogs and much more through our Content Management System (CMS). Owners can schedule content in advance to ensure timely and relevant distribution to guests.
- SEO: We utilize the latest in Search Engine Optimization (SEO) technology which can be edited to improve results and recognition. In addition, critical analytics are available leading to a greater understanding and engagement of guests. Built for performance, our digital platform is not only proven, but constantly monitored and improved for maximum effectiveness.

Marketing Services: We develop and execute a custom marketing strategy for each course that defines growth targets, identifies key markets and audiences, creates special events, establishes loyalty programming and creates targeted messaging. This fosters a sales culture that grows daily-fee play, outings, and memberships, while creating a long-lasting and distinct brand in the marketplace.



 Design: Our team marries strategic objectives with visual assets to create eye-catching, unique collateral for each course.

QUALITY ASSURANCE PROGRAMS

Quality Assurance Programs will help to ensure the guest's experience at the Courses matches the brand promise established through marketing, sales, and PR programs. The following programs provide feedback that allows BCG and on-site management to best train staff on delivering a fun and enjoyable experience.

- Performance Monitoring: The Courses will utilize BCG's proprietary Compass Report to monitor each clubs performance on a weekly basis. Metrics measured within this report include MTD and YTD actual revenue and forecasted totals compared to budgets and PY totals, revenue trends, rounds totals by channel and type, sales trends and totals, lead generation totals, online star ratings, online response rates, e-mail sends, database growth rates, and trending NPS. This tool is vitally important to make necessary changes and direct focus where needed in a timely manner.
- Online Reputation Management: We live in a digital era where many guests make purchasing decisions via online reviews.
 BCG has placed a large emphasis on reputation management and has created tools to actively manage and respond timely to online reviews, good or bad.
- Guest Satisfaction / Net Promoter Score: We implement an NPS (Net Promoter Score) survey consisting of five quick questions that allow us to determine the overall satisfaction of all guest experiences. Divided into Promoters, Passives or Detractors, our facilities gain invaluable guest insights and feedback that help us understand the true happiness of our guests.
- Annual Guest Satisfaction Survey: BCG conducts an annual survey for each facility covering the following themes: market share, playing habits, demographics, course loyalty, and overall levels of satisfaction.

The following specific programs will also be implemented at the Courses to receive feedback that allows management to best train staff to exhibit the City brand promise and BCG's Guest Vision.

Guest Surveys and Feedback

BCG will implement guest surveying and feedback mechanisms to maintain a constant understanding of how well we are doing at meeting guests' needs. Both a toll-free guest comment line and web e-mail forms will be established. The General Manager will collect guest feedback about the Courses conditions, guests' experience with services, and opinions of value and programs, through a variety of means in order to gather both quantitative and qualitative data from as many different guest segments as possible, including:

- Readily-available comment cards.
- Electronic and written guest surveys.
- Surveys sent post-event to all outing coordinators and banquet/event coordinators.
- Scheduled focus groups and meetings with established and random groups of guests.

Feedback garnered from this comprehensive program will be used to improve the guest experience at the Courses.

Mystery Shopping On-Site Visits

BCG will implement a regular Mystery Shopping program with independent, unbiased guests rating their experience based on how BCG trains our employees to deliver that experience. Results will be used to improve the experience for guests and to train employees.

GUEST ACQUISITION PROGRAMS

Acquisition tactics serve one goal - to attract **NEW** guests via focused strategies that best target appropriate segments by product/service, geography, and guest type. These programs and efforts are tracked in each facility's revenue playbook, which includes the details and effectiveness of each promotion, event, and campaign.

- Advertising: A comprehensive advertising campaign that targets and attracts new guests is essential to short and long term success. Markets will be chosen and advertising mediums will be used that provide the greatest ROI, while serving to further develop the strong, positive value and brand identity of the Courses.
- Third-party Tee Time Providers: BCG is proud to offer participation in an exclusive industry leading agreement with our primary third party tee time provider, GolfNow. BCG will increase sales of golf rounds, dramatically lower commission costs, and have complete control of ALL inventory. BCG also partners with many regional and national distribution channels which provide industry leading terms, commissions, and control.

Promotional Offers: Establish and implement promotional offers designed to attract new guests to the Courses or recapture guests from years past. The creation of specific promotional offers requires knowledge of the market area, thorough understanding of the golfer segments and trial-and-error with differing options. Careful attention will be paid to the impact of any promotional offer on volume, total revenue, and average revenue per round. Promotional offers tied to specific advertising or direct marketing campaigns will be tracked in order to calculate the ROI of the campaign.

Specific tactics listed below will be emphasized (or de-emphasized) based on course and market situations. The creation of specific promotional offers requires thorough, knowledge of the market area, a thorough understanding the golfer segment, as well as trial-and-error with differing options. For example, BCG employs A-B testing (i.e., one group of guests receives offer A and another group of similar guests receives offer B) in order to determine which offer may be the best for full implementation.

Careful attention will be paid to the impact (positive and negative) of any promotional offer on volume, total revenue, and average revenue per round. Promotional offers tied to specific advertising or direct marketing campaigns will be measured in order to ascertain the ROI of the campaign.

Third-Party Providers

Electronic

- Review 2017 and finalize 2018 participation with BCG-approved third-party providers, including:
 - o GolfNow.com
 - The Active Network / ActiveGolf.com
- Establish and implement clear objectives for promoting established special offers through these mediums, as well as a clear, measurable ROI.
- Review and establish participation in a course-specific "Hot Times" / Specials Tee
 Time Engine, with the objective of maximizing our own revenue and volume among daily-fee golfers acquired from electronic third-parties.

Public Relations

PR and Media

Review 2017 and finalize 2018 PR and Media Relations Plan.

GUEST RETENTION PROGRAMS

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



All golfer reservations and their contact data are recorded on an Electronic Tee Sheet (see above), with access given to guests' 24-hours a day via both Internet and Telephone. That data is transferred to BCG's proprietary data mining program for analysis of individual guest behavior, trends, retention, and growth. The data is compared to tee sheet utilization across days and times, determining when and where marketing efforts should be concentrated for special offers.

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



Specific tactics listed below will be emphasized (or de-emphasized) based on course and market situations.

At-Risk Guests

Post-Visit

 Send automated e-mail X weeks past last visit to those who have not yet returned.

Service Recovery

Post-Visit

 Establish strategy and procedure for responding to the rare negative guest experiences.



New Guests

Pre-Arrival

- Add "First-Time Playing Hulman Links Golf Course?" content to confirmation e-mails.
- Capture accurate, full data from all new guests at time of reservation.
- Send automated "pre-arrival list" of new guests with reservations to the Courses.

Arrival

- Establish and implement "Welcome Script" for pre-arrival identified new guests.
- Establish and implement "Welcome Script" for *self-identified* new guests.
- Capture accurate, full data from all new guests at time of check-in.
- Provide new guests with [applicable FREE card] at check-in.

Post-Visit

- Send automated e-mail daily for previous day's new guests with "New Guest content."
- Send automated postcard weekly for previous week's new guests with "New Guest content."
- Send automated e-mail 4-weeks past first visit to appropriate new guests.

Existing Guests

Pre-Arrival

- Add "This Month at Rea Park Golf Course" content to confirmation e-mails.
- Add "Is there anything we need to special know about this round?" link.
- Capture accurate, missing data from all existing guests at time of reservation.

Arrival

- Capture accurate, missing data from all guests at time of check-in.
- Provide existing guests with [applicable FREE card] at check-in (as needed).

Communication

- Send targeted, segmented broadcast e-mail communications to guests on a regular biweekly schedule (in-season).
- Send targeted, segmented direct mail communications to guests, as appropriate.

Rewards Card Program

 Review 2017 and finalize 2018 Rewards Program for applicable FREE card and/or paid card, based on historical round segmentation and reward redemption.

BCG will implement successful golfer development programs at the Courses to meet the learning needs of men, women, seniors, juniors, beginners, avid players, low handicappers, and disadvantaged youth in the area. As an active participant in the Golf 20/20 initiative, BCG's philosophy in all learning programs is to provide fun, non-threatening, and inexpensive opportunities that bring and retain all golfers permanently into the game of golf, loyal golfers.

Programming for Growth: BCG is one of the Nation's leading promoters of Community Outreach Programs targeting juniors, women, as well underprivileged and special needs individuals. BCG recognizes that the core golfer groups representing the Men, Women and Senior Associations serve as ambassadors of the courses - and are among the most loyal guests - these are very important golfers.



- Junior Programs: BCG implements some of the nation's most successful junior golf programs, including classes, camps, and clinics at our Nike Golf Learning Center (VA), multiple First Tee Programs, Joe Richter Golf Program (WA), and Hook A Kid On Golf (Nationwide). We created the national Kids Play Free program to encourage additional junior golf participation at off-peak times. BCG routinely encourages usage of our golf courses by area schools, providing equal access and opportunity for the junior golfers.
- League Play: BCG will actively seek and create new golf leagues for business professionals, couples, and seniors. BCG will work closely with any existing Leagues' officers and members to support their programs while maintaining fair and equitable access to the tee sheet for all golfers. Numerous businesses and organizations that are located near the Courses will be contacted to schedule both competitive and social golf leagues for their employees, associates, clients, and families.
- Tournaments & Outings: BCG will develop and implement an aggressive sales program for golf outings and tournaments - targeting local and regional businesses, charities, associations, churches, community groups, schools, and individuals - to pre-book group business at the Courses.

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

 Creative In-House Events: BCG seeks to find days on the calendar where additional events can add players and much needed revenue streams. BCG creates in-house events that are internally marketed and sold to our guests for the benefit of the Courses.

YIELD OPTIMIZATION & PRICING

Led by experienced data scientists from telecom, aerospace and gaming industries, BCG's analytics team will develop yield optimization methodologies by utilizing facility data and proprietary competitive/market pricing analysis tools. The results are market-tested programs which drive substantial year-over-year growth.

In addition, these advanced metrics will help develop tiered loyalty programs ranging from basic rewards to full memberships, again, driven by data with the focus of creating club loyalty while maximizing revenue.

Nearly 2% of all public rounds in the U.S. are played on BCG managed courses, providing the ultimate laboratory for the development and implementation of sophisticated yield practices. Combining powerful, centralized data infrastructure with local know-how gives BCG managed facilities the best opportunity to maximize revenue in any given market.



Specifically, the following is our comprehensive approach to those conditions that we can forecast and plan to address throughout the year.

Yield Management

The Courses will manage tee time inventory to achieve maximum yield (or return) on that inventory, implementing pricing strategy and tee sheet management practices to achieve that goal. Specific tactics listed below will be emphasized (or deemphasized) based on course and market situations.

Pricing Strategy

Daily-Fee Pricing

- Review green and cart fee pricing based on historical performance and competitive market rates, with the objective of maximizing revenue from and volume of daily-fee players during applicable times. Categories include:
 - o Open / Rack
 - Twilight
 - Residency Status
 - Senior / Junior
 - Seasonal
- Update prices in POS, Tee Sheet, and Web Site seasonally.

Membership and Card/Pass Pricing

 Review and finalize 2018 annual membership and card/pass pricing based on historical performance and competitive market rates, with the objective of maximizing revenue from and volume of memberships and cards/passes sold, while ensuring the constituents find value in the products and pricing

Outing Pricing

- Review 2017 outing pricing in relation to rack rate, average daily rate, and expected yield from the time sold of each event (i.e., comparing outing day to similar non-outing day).
- Finalize 2018 outing pricing based on findings from review and competitive market rates, with the objective of maximizing revenue during the times played by outings.
- Establish and implement standard outing event "add-ons" (range, GPS, hole-in-one insurance, signage, retail, F&B), with the objective of maximizing gross income during the times reserved by the outings.

Retail / F&B Pricing

- Review 2017 retail pricing in relation to projected margins.
- Finalize 2018 retail pricing/margins based on findings from review and competitive market rates, with the objective of maximizing gross income from sales.

Special Pricing

- Review all 2017 special offer pricing and participation in relation to rack rate, average daily rate, and expected ROI from special offers.
- Finalize 2018 standard discount/promotional pricing, with the objective of maximizing revenue from and volume of program participants:
 - Monthly / Seasonal offers
 - New Guest / Retention offers
 - o Third-party offers and participation (Online Partners, Passbooks)
 - Kids Play Free offer and times (based on utilization)
 - Special Days (i.e., Mother's Day, Father's Day, Day after Memorial and Labor Days, aerification weeks, high volume days, traditionally slower days)
 - Special Programs (i.e., Terrific Tuesday)
 - Special Classifications (i.e., Servicepersons, Partner Employees)
 - o Golf 20/20 and PGA offers and participation
- Schedule 2017 Holiday Override Pricing in Electronic Tee Sheet and POS.
- Review 2017 and finalize 2018 retail and F&B special offer pricing and promotional schedule.
- Establish policy of "Special offers valid only with [applicable FREE card]," with the objective of more accurately tracking use of special offers to specific guests.

Tee Sheet Management

Inventory Maximization

- Open and promote back nine for play for 60-90 minutes at course opening.
- Schedule openings with double-tee on days with external afternoon events (i.e., college or professional football games, large community events).
- Establish starting time guidelines for shotgun outings (i.e., 8:00am, 1:00pm), and minimize use of blocks around outings/events.
- Schedule and promote public tee time start changes (i.e., double-tee, shotguns)
 before/after outings and other events.

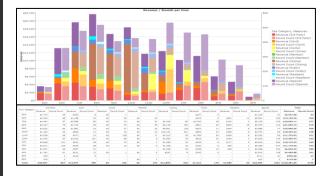
Demand Maximization

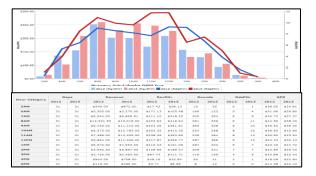
- Schedule 2018 twilight times on a monthly basis based on historical utilization, sunset, and competitive market times, modifying fee schedules for the year.
- Provide Player Pass Cardholders access to twilight rates 60 minutes early, based on historical utilization.
- Schedule and promote calendar of regular events for variety of golfer types, with the objective of maximizing revenue from and volume of players in each type of event:

"BEST IN CLASS" DATA

Quality decision making is the difference between success and failure. We believe this so strongly, we've invested significant financial resources to improve the quality of the information we use to make decisions. Simply put, better information translates into better decisions...Every Time. As your partner, we share this reporting with our clients to help them understand why we make decisions. Our tools remove the guess-work, turning decision making into a science. A few examples of these reports are found below.

Rounds & Revenue Mix by Player Type by Hour Rounds, Revenue, APR Comparison YOY





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

AGRONOMIC APPROACH

BCG's agronomic team tackles the quest to deliver an outstanding playing experience to each golfer every day and will do the same for the City of Terre Haute. To BCG, agronomy is more than just growing grass. It's about creating a playing environment for our golfers to enjoy repeatedly, to rave about well after they've left the 18th green.

Our company is committed to achieving agronomic excellence at the Courses by utilizing and

improving upon reliable, proven techniques, as demonstrated by the resources and expertise of our **in-house maintenance division**, **Buffalo TLC**. Our approach encourages the use of nature-friendly compounds and prudent chemical applications to achieve turf health at the most reasonable cost while ensuring our golf courses remain sanctuaries for native plants and wildlife.



BCG's approach to maintaining the Courses will emphasize the quality of course conditions, attention to detail throughout the property, efficiency in staffing, and full compliance with all environmental regulations.

AGRONOMIC SERVICES INCLUDE:

The agronomic and course conditioning plan for the Courses will focus on both short-term and long-term goals. The plan is developed to provide the desired playing conditions of management within the given fiscal guidelines.

ON-GOING MAINTENANCE

BCG will maintain the Courses in a high-quality manner, continuously improving upon the existing conditions. To do this, BCG will develop and implement an Agronomic Plan and Course Standards Outline. The Plan will meet or exceed the current maintenance standards and the conditions expected by golfers at the Courses.

BCG will properly maintain all equipment and systems utilizing manufacturer's instructions and recommendations in order to maximize the effectiveness, efficiency, and duration of use of each piece and system. BCG will work closely with the City to determine the effectiveness and lifespan of each piece of equipment and system, and prioritize the needs for replacement and/or repair of that equipment or system.

CULTURAL PRACTICES

BCG will utilize best management practices to properly produce desirable conditions at the Courses. This is accomplished by a variety of cultural management practices that are implemented to manage both the surface and sub-surface (growing medium) variables commonly seen.

- Mowing: Turfgrass needs to be maintained at the proper mowing height and frequency specific to the turfgrass species and variety. Turfgrass incorrectly mowed will create a stressed plant, which will have less defensive capabilities against pathogens. A frayed or torn leaf blade, due to improperly operating equipment, is an open site for disease and pest infection which may produce unsatisfactory playing conditions
- Fertilization: Turfgrass requires nutrients to thrive and this can be delivered in the form of fertilizer. There are a variety of fertilizer types and application processes. Soil tests are completed annually or more often if required. Fertilizer programs are then built off of the soil test results and are specific to individual areas of the Courses. Proper application and delivery methods are utilized to ensure the correct amount of nutrients are available to the plant.

We often use organic fertilizers on the golf course to promote plant health. Organic fertilizer is usually derived from harvested bio-waste of poultry or other animals. The organic fertilizer, when applied to the turfgrass, actually provides a food source for the beneficial micro-organisms in the soil that complete the natural nitrification process. This process, in turn, releases plant available nitrogen to the soil environment.

Irrigation: Supplemental water is often required on golf course surfaces to provide a
healthy canopy of turf. Correct irrigation practices begin with a properly designed and
functioning irrigation system. Irrigation water is analyzed through water sampling when
necessary and inadequacies can be corrected.

Improperly applied water, whether it comes from an incorrectly functioning irrigation system or mismanagement of applications, can create wet and anaerobic micro environments conducive to pathogens.

SUPPLEMENTARY CULTURAL PRACTICES

• Cultivation: There are a variety of methods for cultivation in the turfgrass industry. These methods are employed primarily to improve the physical characteristics of the sub-surface growing medium. The most common method is aerification, which typically involves core removal of undesirable soil. Characteristically on greens and tees, a more desirable mixture of sand and organic material is incorporated into the growing medium to improve both capillary and non-capillary pore space.

In addition to soil modification, aerification is used to remove excess thatch and allow critical exchange of carbon dioxide in the soil with oxygen in the atmosphere.

• **Topdressing:** Topdressing is the practice of evenly spreading a sand or sand medium over the canopy of the turfgrass, followed by incorporation via a broom or drag mat.

The main reason for topdressing, however, is to combat thatch. Thatch is the term that refers to decomposed or partially decomposed plant material collected around and below the crown of the plant. This material in the thatch layer creates a desirable environment for turfgrass pathogens. Topdressing incorporates sand into this layer to create a uniform soil mixture throughout the root zone and help accelerate the decomposition process. Reducing and managing the thatch layer will help decrease disease and pest pressure by removing the pathogenic conducive environment thatch provides.

Wetting Agents: The surface contours on greens often inhibit the superintendent's ability to effectively distribute water evenly across the surface. Sloping areas on greens will encourage water to runoff and collect in lower lying flat areas. Surfactants (surface active agents) are materials that are utilized to help decrease the interfacial tension that occurs between water and solids on these



slopes. These materials are applied to the turfgrass and are worked into the soil to help water more readily move into and through the root zone for improved availability of the water to plants via the roots.

- Plant Growth Regulation: Plant growth regulators (PGRs) are used to slow the growth of a turfgrass plant through temporary cessation of cell division. The use of PGRs allows a plant to safely slow down the growth process, reducing the need for nutrients which may be tied up in high-salt soils. In addition, mowing frequency can be reduced; limiting mechanical stress caused by mowers. Decreased amount of inputs (labor, gasoline, oil, etc.) can be realized in order to maintain the turfgrass.
- Rolling: Rolling is practiced at many facilities to help increase green speeds without having to use ultra-low cutting heights. Mowing turfgrass at very low heights adds additional stress to the plant and allows pathogens to more readily invade. The use of light-weight rollers is carried out with higher mowing heights to create the same green speeds for the golfer's enjoyment, while allowing the turf to produce healthier plants at the higher height-of-cut.
- **Verticutting:** Verticutting is the practice of vertical mowing the turfgrass. Vertical blades are used (similar to circular saw blades) for this task. Verticutting is performed as often as necessary throughout the season. This process mechanically removes thatch from the turf. Excessive thatch can cause a variety of problems; including limited water infiltration and decrease fertilizer incorporation. A large thatch layer also creates an environment conducive to disease and insects.

ENVIRONMENTAL STEWARDSHIP

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

Audubon Certification: Each BCG-managed course is registered and committed to attaining Audubon Cooperative Sanctuary certification. In attaining certification from the conservation group Audubon International, the courses successfully maintain sound environmental practices in six key areas.



Green/Eco-Friendly Techniques: BCG expects a positive impact on the presentation, turf condition, and reduction of a carbon footprint as our BCGreen™ program is instituted. In many instances, BCG has seen dramatically improved course conditions and positive impact on the natural resources.

- Chemical Usage: The most critical aspect of balancing proper chemical and fertilizer usage for the golf course versus the protection of the natural resource is a commitment to an Integrated Pest Management Program that is friendly to the environment. BCG divides our chemical management program into five goals; (1) General Knowledge, (2) Cultural Practices and IPM Techniques, (3) Best Practices (4) Communication and Education, (5) Storage Procedures.
- Integrated pest management (IPM) and best management practices (BMP): Implementation is an ongoing process. BCG continuously explores alternative pest control measures to minimize pesticide inputs even further. In addition, the creation of buffer zones between treated turf areas and all water bodies as a means to filter potential runoff of harmful chemicals and fertilizers.

AGRONOMIC SUMMARY

BCG's Agronomic Team will provide support to a high-quality Superintendent and maintenance staff at each course. Periodic visits incorporate the generation of a Site Survey Report, which includes a detailed narrative describing current agronomic practices and conditions, pictures, action plans, resource requirements and timelines. This level of support ensures the desired product is produced for the guests.

As Owners ourselves, BCG has the resources, staff, and understanding to provide the desired level of golf course maintenance and maximize the "bang for the buck" at the Courses. We currently manage the agronomic program for forty-seven (47) facilities in the Midwest, equipping us with the experience and resources to provide the City of Terre Haute with the desired conditions.

SECTION I - PROPOSED TRANSITION PLAN AND SCHEDULE

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

BCG has managed 75+ transitions over the last five years. The key to a smooth transition is extensive and upbeat communication. In this regard, we will:

- Send a letter to the community introducing BCG and sharing some of our initial thoughts and plans for the Courses.
- Hold a meeting immediately with all employees, putting them at ease, explaining that
 the worst has passed and we will move forward with positive attitudes. Team building
 events and staff meetings will occur within the first month as well.
- Hold Town Hall Meetings open to the community to discuss ideas and issues with the BCG Team and General Manager in a relaxed setting.

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

WEEK 1:

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

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

Entity Registration - District and State Compliance - BCG will incorporate the new subsidiary i.e. Terre Haute Golf Management, LLC ("THGM") and provide the required documentation to the City as required.

WEEK 2:

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

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

SECTION I - PROPOSED TRANSITION PLAN AND SCHEDULE

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

WEEK 3:

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

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

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

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

Press Release - BCG has the expertise of the industry's leading public relations and media firm the golf industry. Immediately upon execution of the Management Contract by and between the City and BCG, Buffalo.Agency will present a DRAFT Press Release for review and approval by the City. Once approved, BCG will distribute to all regional and national golf and golf related press contacts for immediate release.

WEEK 4:

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

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

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

SECTION J - LITIGATION, BANKRUPTCY, TERMINATION & DEFAULT

BCG offers to following information in regards to litigation within the past 3 years.

- BCG v. Baistar Mechanical Breach of Contract claim brought by BCG. Filed 2013. Virginia - Circuit Court ruled in favor of BCG. Baistar filed Appeal. Appeal Pending. Virginia Supreme Court ruled in favor of BCG. August 2016.
- BCG v. Dansam Development, Inc. Breach of Contract claim brought by BCG Filed 2016. Maryland

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

SECTION K - CAPITAL IMPROVEMENTS

BCG has extensive experience with capital projects and has overseen over thirty golf course development and construction projects. Our Capital spending typically exceeds \$5 million annually at BCG-managed facilities nationwide. BCG places significant emphasis on planning and executing projects to ensure the physical integrity and competitive position of its courses are enhanced and maintained and will do the same for the Courses.

All BCG-managed facilities undergo capital planning review semi-annually. BCG's role in the prioritization and completion of capital projects is to ensure that a proven, systematic approach is taken in designing, building, and/or realizing those projects. BCG uses a team approach, with collective participation of the project architect, contractors, and the client, to create a successful, well-planned improvement. The City will benefit from BCG's extensive experience and knowledge in planning for and completing capital projects.

The City can rest assured in the knowledge that all projects will be well-planned and well-executed, allowing for increased revenue-generation, improved perception and asset preservation.

BCG anticipates the following capital replacement needs for the Courses over the next ten years. Capital replacement of maintenance equipment and the Point of Sale System has been included in the Pro Forma provided.

Terre Haute Golf
Capital Replacement Schedule

		Recommended Year of Replacement									10 Year					
	2017		2017 20			2019		2020	2021		2022	2023	2024	2025	2026	TOTAL
Maintenance Equipment	\$	72,000	\$	72,000	\$	72,000	\$	72,000	\$ 72,000	\$	36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 540,000
Irrigation System *	\$	-					\$	25,000					\$ 25,000			\$ 50,000
Beverage Carts	\$	-							\$ 15,000							\$ 15,000
Range Equipment	\$	-					\$	15,000							\$ 15,000	\$ 30,000
Building Renovations/Roofs**	\$	-														\$ -
Clubhouse FF&E	\$	-			\$	20,000				\$	20,000			\$ 20,000		\$ 60,000
HVAC	\$	-			\$	36,000						\$ 36,000				\$ 72,000
Point of Sale System	\$	25,000								\$	10,000					\$ 35,000
Kitchen Equipment	\$	-										\$ 10,000				\$ 10,000
Signage	\$, <u>-</u> ,							\$ 10,000					\$ 10,000		\$ 20,000
Totals	\$	97,000	\$	72,000	\$	128,000	\$	112,000	\$ 97,000	\$	66,000	\$ 82,000	\$ 61,000	\$ 66,000	\$ 51,000	\$ 832,000

 $^{{}^*}$ Irrigation System investment dictated by water supply

Bolded Items included in Pro Forma

^{**} Concerned with leaking roofs in cart barns

SECTION L - EXCEPTIONS AND ASSUMPTIONS

BCG does not take exception to the scope of work or other elements of this RFP. We make no material financial assumptions outside of those outlined in this proposal. We reserve the right to enter into discussions with the City in regards to this response and proposal.

REGIONAL SUPPORT TEAM

BCG'S Midwest Region is led by a team of senior managers:







Reg. Dir. of Operations Nick Bednar



VP, Agronomy Matt Fauerbach



Reg. Dir. Marketing Jill Timon

This highly qualified Team will serve as BCG's primary personnel to oversee the management and operation of the Courses. BCG will work closely with and report as needed, to the City, to ensure that the Courses are in compliance with all local, state, and federal regulations, and that the anticipated needs and goals of the City are being met.

Mr. Gohlmann, based in Reston, VA, directly oversees BCG's Mid-west, Northeast and Mid-Atlantic regions to include all aspects of management and operation of golf facilities. Prior to BCG, he managed golf facilities in Iowa, Colorado, Michigan, Minnesota and Virginia. He is a graduate of Mount Mercy College in Cedar Rapids, Iowa.

Mr. Bednar oversees BCG's management of golf facilities in the Mid-west, Ohio Valley region of the US. Prior to his current role he has managed facilities for BCG in the Chicago and Dallas/Fort Worth areas. Mr. Bednar is a graduate of Ohio University and holds a Master's degree from Florida State University.

Mr. Fauerbach has been in the golf course management industry since 1996. He has overseen the completion of our Rock Manor Golf Course in Wilmington, three other complete construction and grow-in projects, and numerous renovation projects. Mr. Fauerbach has extensive experience with the Mid-Atlantic and Northeast golf market and courses. Mr. Fauerbach is a 1994 graduate of the University of Delaware.

Ms. Timon, based in Cincinnati, Ohio, works as BCG's Regional Director of Marketing; overseeing the marketing strategies for the Mid-west region. Ms. Timon came to BCG several years of marketing experience and has been a valuable team player since 2003. She is a graduate of the University of Ohio.

CORPORATE SUPPORT

BCG's corporate personnel provide professional management services, including personnel management; oversight of all golf, agronomic and maintenance, and retail and F&B operations; budgeting, accounting and financial statement preparation; and development and implementation of marketing, publicity, sales, and promotional activities. Below, BCG offers a team that is truly unrivaled among the other bidders, all dedicated to the success of the Courses.

Emily Clark

Senior Vice President, CRM & Yield Management (2010-Present)

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



Katie M. Barongan, SPHR, Vice President, Human Resources (2002-Present) Ms. Barongan directs all corporate and club human resource matters, including staffing, benefits, employee relations and employment law. Prior to BCG, she served in human resources roles for Deloitte & Touche and Cap Gemini Ernst & Young. Ms. Barongan is a graduate of Virginia Polytechnic University, and is a Certified Professional in Human Resources (SPHR).



Anthony Scala, CPA, Vice President Accounting/Controller (2004-Present) Mr. Scala oversees the Accounting, Accounts Receivable and Accounts Payable Departments at BCG. He also prepares the monthly BCG Executive Summary report, oversees the annual BCG tax and review work performed by an outside accounting firm, and is the point of contact for all BCG banking relationships. Anthony ensures all accounting activities are handled properly for all BCG-managed facilities.



Adam Kempton, Marketing Analytics & Yield Management (2014-Present)
Mr. Kempton directs portfolio-wide pricing methodology, customer insights, and performance analysis and reporting. He is responsible for the development of revenue management strategy and implementation of approaches for all courses. Mr. Kempton received his bachelor's degree from John Carroll University and master's degree from Duke University.



Tracy E. Hanford, Director of Marketing (2012 - Present)

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



RESUMES AND JOB DESCRIPTIONS

JOEL C. GOHLMANN

Senior Vice President of Operations, Billy Casper Golf, Warrenton, VA (2010 - Present)

- Oversee Mid-west, Northeast & Mid-Atlantic Regions
- Provide leadership, support and development to all field-level personnel.
- Coordinate the interaction between regional, corporate and club-level managerial staff and clients.
- Contribute to the development of operating policies and procedures for the clubs and teams.
- Help define plans to maximize the overall experience and profitability at all properties to exceed budgeted performance.
- Maintain professional relationships and deliver on expectations set by all clients.

Regional Manager/Billy Casper Golf, Warrenton, Virginia (2005-2010)

- Oversee daily operations of BCG-managed golf facilities in Mid-Atlantic region, including golf operations, food and beverage, maintenance, marketing & sales, accounting, personnel management, capital improvements, budgeting, merchandise buying, inventory control, golf course equipment and cart procurement, and financial reporting.
- Oversee financial operations of all regional facilities.
- Forecast cash flow and develop strategic positioning for each facility.
- Manage contractual obligations, annual planning, reporting, client communication, and financial results for each facility.

Regional Director/American Golf Corporation, Mid-Atlantic Region (2002 - 2005)

- Oversee financial operations of over \$14 million dollars in revenue at eight facilities
- Directly work with General Managers to develop leadership skills, team building and a sales culture throughout their properties.
- Maintain relationships with landlords and municipalities to ensure a feeling of partnership and overall satisfaction with our managerial teams.
- Develop plans and oversee all capital improvement spending at properties.

General Manager/American Golf Corporation, Kiskiack Golf Club, Williamsburg, VA (1999 - 2002)

EDUCATION: Mount Mercy College, Cedar Rapids, Iowa B.B.A., Business Management and Marketing

NICK BEDNAR

Mid-west, Ohio Valley Regional Director of Operations, Billy Casper Golf, Columbus, OH (2010 - Present)

- Oversee daily operations of BCG-managed golf facilities in the Mid-west region including golf operations, food and beverage, maintenance, marketing and sales, accounting, personnel management, capital improvements, budgeting, merchandise buying, inventory control, golf course equipment and cart procurement, and financial reporting.
- Supervise general managers and golf course superintendents at managed facilities.
- Forecast cash flow and develop strategic positioning for each facility.
- Manage contractual obligations, annual planning, reporting, client communication, and financial results for each facility.

General Manager, Bear Creek Golf Club, Dallas, TX (2006 - 2010)

Directed total facility operations including oversight of golf operations, food and beverage, maintenance, marketing and sales, accounting, personnel management, capital improvements, budgeting, merchandise buying, inventory control, golf course equipment and cart procurement, and financial reporting.

EDUCATION: Florida State University, FL, Masters of Science

Sport Administration

Ohio University, Ohio, Bachelor of Arts

Business Administration and Management

• Graduated Magna Cum Laude

MATTHEW H. FAUERBACH, GCSAA

Regional Director of Agronomy, Billy Casper Golf, Wilmington, DE (2008-Present)

- Acting agronomic counsel for Northeast and Central BCG regions
- Actively work with superintendents to ensure maximum efficiencies within maintenance operations
- Facilitate communication on all course related issues between owners, management and superintendents
- Project manager over capital improvements and investments
- Work with National Account Partners to ensure maximum benefit to courses

Mid-Atlantic Regional Superintendent, Billy Casper Golf, Rock Manor Golf Course, Wilmington, DE (2006-2007)

- Responsible for managing construction and grow in of last 12 holes of construction
 Delivered the course within budget and on schedule for opening date
- Managed construction of vertical structures at RMGC including clubhouse, cart barn, and maintenance building
- Coordinated Rock Manor site work with subcontractor
- Initiated Audubon Cooperative Sanctuary Program at Rock Manor-Certified 2009
- Instituted water quality study over City of Wilmington potable water supply
- Transitioned 72 holes in Philadelphia to Billy Casper Golf

EDUCATION: University of Maryland - Turfgrass Management

University of Delaware - Criminal Justice/English

JILL TIMON

Regional Director of Marketing, Billy Casper Golf, Cincinnati, OH (2003-Present)

- Develop and lead successful marketing plans for BCG-managed golf facilities in Ohio, including: market and competitive analyses, goal and strategy development, branding and identity development, creative development, collateral and website development, direct marketing and database management, advertising, partnership and program development, special events, publicity and media relations, direct sales management, staff training, yield and revenue management, performance tracking, and customer feedback programs.
- Responsible for leading revenue generation in golf, food & beverage, retail merchandising, and event sales at all facilities.

Marketing Communications Manager, PSI-20/20 Promotions, Cincinnati, OH (2002-2003)

- Managed daily communication and activity of multimillion dollar promotional marketing account for Procter & Gamble Cheer brand and NCAA Football.
- Implemented a new organizational and reporting structure for a \$200,000 employee incentive reward program for Fidelity Investments
- Responsible for budget allocation, budget tracking and the creation of innovative solutions to budget issues for both the Procter & Gamble and Fidelity Investments accounts.

Marketing Communications Coordinator, Salt Lake Organizing Committee for the Olympic Winter Games of 2002, Salt Lake City, UT (2001-2002)

- Created weekly and monthly publications for the Licensing and Sponsor Services Departments including updates, newsletters, workshop materials and the Games-time daily newsletter.
- Gathered information for and coordinated the creation of the Sponsor Operations Guide to the Games.
- Managed \$500,000 sponsor recognition program and \$2.5 million brand presence program for the Salt Lake 2002 Olympic Winter Games partners and sponsors, which included sponsor recognition events
- Coordinated and managed operational sponsorship issues and venue tours in the Salt Lake 2002 Main Media Center along with special sponsor events

Alumni Relations Coord., Sports Administration, Ohio University, Athens, OH (2000-2001) Intern, National Association of Professional Baseball Leagues, Dallas, TX (2002) Manager/Coach, Delhi Swim Club, Cincinnati, OH (1997-2000)

EDUCATION: 2001, Masters of Sports Administration, Ohio University, 2001 2000, B.S, Ohio University

Position: General Manager	Supervisor: Regional Manager					
FLSA Status: Exempt	Department: Golf Operations					
Course Name:	Date Updated:					

The General Manager is the chief operating officer of the property. The GM will direct and administer all aspects of the operation and coordinates/administers the property's policies and procedures as defined by the property's ownership and/or Billy Casper Golf.

Qualifications and Knowledge Requirements:

- Must have 3-5 years related experience in golf operations/club management
- A four-year college degree preferred
- PGA Member preferred
- Must have supervisory, coaching and staff development experience
- Must have experience in total golf facility management and demonstrated ability to run a professional, efficient, high quality, service-oriented operation
- Must have a strong business aptitude and passion for the golf business
- Must be proficient in the use of Microsoft Word, Excel, Outlook, and PowerPoint

Skills:

- Must possess exceptional written and verbal communication skills
- Must be extremely organized, efficient and detail-oriented
- Must have exceptional customer service skills
- Must be highly motivated, goal driven and self-starter
- Highly polished interpersonal skills, with the ability to connect with people easily and quickly
- Must have skill to exercise good independent judgment in assessing situations and making decisions
- Ability to establish and maintain effective working relationships

Responsibilities:

- Develops, maintains and administers a sound business and organizational plan for the property which includes an operating/capital budget and marketing plan
- Hires, develops and supervises all key management employees of the property
- Consistently assures that the property is operated in accordance with all applicable local, state and federal laws
- Oversees the care and maintenance of the property's physical assets and facilities
- Assists in the creation and coordination of the property's marketing strategy in conjunction with the designated Billy Casper Golf Marketing and Sales Directors
- Works with the appropriate department managers to create and conduct player development programs to attract golfers to the facility
- Ensures the highest standards for food, beverage, sports, recreation activities and other property services
- Analyzes financial statements (income and expenses) relative to budgeted goals and takes corrective measures as necessary
- Works with department heads (where applicable) to schedule, supervise and direct the work of all property employees
- Maintaining positive and productive relationships between the golf facility and its board of directors, golfers, guests, employees, community, government and industry

- Participates in outside activities that are judged appropriate by the Regional VP/Manager to enhance the presence of the property in the local community
- Perform other duties as assigned

Working Conditions:

- While performing the required duties of this job, the employee is regularly required to reach with arms and hands.
- The employee often is required to walk, stand, talk or hear, handle, feel or operate objects.
- The employee must be able to lift and/or move up to 30lbs occasionally.
- The employee will occasionally be required to sit, stoop, kneel, crouch, or crawl.
- Specific vision abilities include close, distance, color, and peripheral vision, and depth perception.
- Noise level is moderately quiet
- Work extended hours during golf and holiday season
- Work weekends and holidays

Position: Food and Beverage Manager	Supervisor: General Manager				
FLSA Status: Exempt	Department: Food and Beverage				
Course Name:	Date Updated:				

Position Summary:

The F&B Manager is a key member of the management team and is directly responsible for the oversight of all food & beverage operations at the property. This includes implementing budgets and the hiring, training and supervising of all related F&B service and food production staff. The F&B Manager will apply all of their experience and knowledge to assuring that the wants and needs of guests are consistently met and/or exceeded.

Qualifications, Knowledge and Skill Requirements:

- Must have 1-3 years of related experience in F&B management
- College degree preferred
- Must be proficient in the use of Microsoft Word, Excel, Outlook, and PowerPoint
- Knowledge of pertinent health regulations and liquor laws
- Must have food and beverage/ a la carte and banquet experience
- Must have proven management experience
- Must have strong business aptitude
- Must have strong service orientation
- Must possess excellent written and verbal communication skills
- Must be highly organized, efficient and detail-oriented
- Must have exceptional interpersonal skills

Position Responsibilities:

- Daily management of Front of House F&B Department
- Assist General Manager with banquet and event sales
- Inspects and assists with banquet set-up and breakdown of tables, decorations, equipment, serving areas, and related activities in an accurate and timely manner
- Ensure satisfaction by communicating with the client throughout the event regarding any changes, substitutions or special requests; assisting banquet staff throughout the event as needed (refilling drinks, delivering food, bussing tables, etc.); and following up with host at the conclusion of event.
- Hires, supervises and develops bartender, beverage cart driver, host/hostess, snack bar attendant and other employees in the Front of the House F&B department
- Conduct training and refresher classes for all Front of House F&B personnel in the correct procedures
- Daily oversight of Front of House F&B accounting procedures
- Forecasting and budgets pertaining to F&B operation
- Maintaining cost controls and conducting a monthly inventory
- Implement and maintain F&B sales/marketing programs
- Develop and implement marketing program to increase banquet business
- Alcohol and beverage ordering follow PO buying process
- Quality assurance, guest service and training of all employees
- Uphold BCG Food and Beverage policies
- Institute and implement all BCG Human Resources guidelines
- Coordination between all departments
- Develop and implement creative strategies to increase revenues
- Plan and Coordinate special events and functions
- Responsible for overall guest satisfaction
- Ensure all employees are conducting themselves in a professional manner

- Perform daily walk-through to ensure full compliance with the Department of Health regulations
- Complies with applicable health, alcoholic beverage, fire and other local/state laws
- Closing procedures and appropriate cash handling practices
- Perform other duties as assigned

Working Conditions:

- Physical activity including long periods (6-8 hours) of standing, walking, bending, and, scooping.
- The employee will be required regularly to reach with arms and hands
- The employee occasionally will be required to lift up to 30lbs.
- Use of sight, reading, wrist movement to serve meals and beverages, operate food service equipment and clean food service areas
- Specific vision abilities include close, distance, color, and peripheral vision, and depth perception.
- Noise level is typically moderate to loud
- Work extended hours during golf and holiday season
- Work weekends and holidays

Position: Superintendent	Supervisor: General Manager					
FLSA Status: Exempt	Department: Golf Course Maintenance					
Course Name:	Date Updated:					

Position Summary:

The Superintendent is an integral member of the property's management team and oversees the maintenance and agronomic practices of the golf course and adjacent grounds, including the clubhouse landscaping and maintenance. The above responsibilities also include overseeing the repair and maintenance of all golf course related equipment.

Qualifications, Knowledge and Skill Requirements:

- 3-5 years turf grass management experience required
- Supervisory, coaching and staff development experience required
- A four-year college degree preferred, but not required
- GCSAA Member preferred, but not required
- Knowledge of budgeting and expense management
- Knowledge of local, federal, and state laws and regulations affecting management of golf course operations
- Must have a strong business aptitude and passion for the golf business
- Must Possess strong analytical and problem solving skills
- Must be highly organized and efficient with a high attention to detail
- Must have exceptional communication and interpersonal skills
- Must be have basic computer skills, Word and Excel

Position Responsibilities:

- Maintains all grounds including the golf course, clubhouse surrounds and other maintainable property
- Supervises all planting, fertilizing and chemical applications, and other care of turf, plants, shrubs and trees on the golf course and clubhouse surrounds
- Hires, supervises and develops Assistant Superintendent, foreman, irrigation technician and other employees in the maintenance department
- Informs members about present and future maintenance activities
- Coordinates scheduling of all personnel assigned to the department
- Communicates frequently with the General Manger and Director of Maintenance to discuss activities, goals, plans and member/customer feedback.
- Prepares and manages annual budget plan for the golf course maintenance operation on an annual basis
- Maintains inventory and oversees all repairs and scheduled maintenance of all golf course maintenance equipment
- Implements and enforces comprehensive safety program for employees of the maintenance department
- Supervises maintenance and operation of drainage, irrigation and other mechanical watering systems
- Develops chemical and fertilizing plan on an annual basis
- Ensures that the golf course is providing healthy and high quality playing conditions for guests of the property
- Prepares and maintains all recordkeeping for maintenance department (i.e. Human Resource files, inventory files, fertilization and chemical application logs)
- Perform other duties as assigned

Working Conditions:

- While performing the duties of this job, the employee is regularly required to reach with hands and arms.
- The employee is often required to stand, walk, and use hands to finger, handle, feel or operate objects, tools or controls.
- They will occasionally be required to balance, stoop, twist upper body, kneel, and climb.
- The employee must be able to lift and/or move up to 30lbs occasionally.
- Specific vision abilities include close, distance, color, and peripheral vision, and depth perception.
- Moderate exposure to extreme cold, heat, working outdoors, chemicals, pesticides, gasoline, vibration, pollen, dust, mechanical hazards and electrical hazards.
- Noise level is typically moderate to loud
- Work extended hours during golf and holiday season
- Work weekends and holidays

Position: Head Golf Professional	Supervisor: General Manager				
FLSA Status: Exempt	Department: Golf Operations				
Course Name:	Date Updated:				

Position Summary:

The Head Golf Professional is a key member of the golf operations team at the property and is directly responsible for managing all golf operations activities at the facility.

Qualifications and Knowledge:

- PGA Membership or PGA registered apprentice in good standing
- College Degree (PGM) preferred
- Must have 3-5 years golf industry experience
- Must have experience in golf operations management and a demonstrated ability to run a professional, efficient, high quality, service-oriented golf operation
- Must have knowledge of budgeting and expense management
- Experience in golf instruction
- Experience building player development programs
- Experience conducting golf outings/events

Skills:

- Must have strong computer skills Word, Excel, POS and Tee Sheet Management
- Must have skill to exercise good independent judgment in assessing situations and making decisions
- Must have the ability to hire and develop a motivated golf staff
- Must be highly organized, efficient and detail-oriented
- Must have strong communication and interpersonal skills
- Must have strong customer/guest skills
- Must have solid supervisory and leadership skills

Position Responsibilities:

- Plans, promotes and directs all golf activities including management responsibilities on a daily basis
- Maintains an attractive and orderly appearance in the golf shop
- Supervises maintenance of golf cart fleet
- Provides golf lessons to facility patrons
- Interprets and imposes club policies, rules and regulations
- Hires, trains, and supervises golf shop staff and outside services staff
- Conducts staff meetings with pro shop staff and outside services staff to ensure facility goals, objectives and standards are being met
- Creates annual budget plan for golf operations
- Manages inventory of merchandise in the pro shop and the outside service equipment
- Directs and promotes golf operation safety program
- Perform other duties as assigned

Working Conditions:

- While performing the required duties of this job, the employee is regularly required to reach with arms and hands.
- The employee often is required to walk, stand, talk or hear, handle, feel or operate objects.

MORRIS COUNTY PARK COMMISSION P.O. BOX 1295 300 MENDHAM ROAD MORRISTOWN, NJ 07962-1295 AGREEMENT

This Agreement is effective January 1, 2017, by and between the Morris County Park Commission, a duly constituted statutory Park Commission of the State of New Jersey, with offices located at 300 Mendham Road, Morristown, New Jersey 07962-1295, ("Park Commission") and Billy Casper Golf, with offices located at the street address of 12700 Sunrise Drive, Suite 300, Restin, Virginia 20191("Contractors").

WITNESSETH:

WHEREAS, the Park Commission, pursuant to a Request for Proposal ("RFP") sought proposals from proposed contractors for golf course management and operations services for the public golf courses known as Berkshire Valley Golf Course, Flanders Valley Golf Course, Pinch Brook Golf Course, and Sunset Valley Golf Course located in Morris County, New Jersey ("Golf Courses"); and

WHEREAS, the RFP sought a contractor to operate, maintain and market the Golf Courses for a term of three (3) years, with one (1) two-year extension option exercisable at the sole discretion of the Park Commission; and

WHEREAS, the contract documents between the Park Commission and the Contractor consist of this Agreement and all other documents and schedules set forth in the RFP, all of which are incorporated herein as if set forth at length.

NOW, THEREFORE, the Park Commission and the Contractor agree as follows:

- 1. The Contractor is to perform all services as set forth in the RFP.
- 2. The Park Commission agrees to pay Contractor as set forth in the RFP.
- 3. The Contractor agrees to pay a monthly rental fee for Concession and Pro Shop Merchandise Sales and late penalty fee per RFP.
- 4. The Contractor and the MCPC agree to share the specified incentive payments.
- 5. The Contractor agrees to carry insurance pursuant to the Instructions to Firms and General Conditions and save harmless and name as additional insured the Park Commission, County of Morris and the respective officers, employees, Freeholders and Commissioners, New Jersey Department of Environmental Protection from any and all liability from personal injury or property damage sustained by anyone resulting from the performance of the contract.
- 6. The Contractor shall defend, indemnify and hold harmless the Morris County Park Commission, the County of Morris, the Board of Chosen Freeholders, their Employees, Agents, Representatives and Servants (collectively the "County") from and against any and all losses, penalties, claims, damages, settlements, judgments, verdicts, costs, charges, professional fees (including attorneys' fees and other expenses or liabilities including, but not limited to, the investigation and defense of any claims, arising out of or resulting from the performance of the Contractor's work or the completed operations provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Contractor) regardless of whether it is caused in part by a party indemnified hereunder, and (c) is caused in whole or in part by the

AGREEMENT - continued

Contractor's breach of any term evidencing an agreement between the Contractor and the Morris County Park Commission or anyone directly or indirectly employed by the Contractor for whose acts the Contractor may be liable.

In any and all claims against the Morris County Park Commission, the County of Morris, the Board of Chosen Freeholders, their Employees, Agents and Servants, by any employees of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers compensation acts, disability benefit acts or other employee benefit acts.

- 7. The Contractor agrees to comply with all terms and conditions of the RFP and contract documents all of which are incorporated herein by reference as part of the terms of this contract.
- 8. During the performance of this contract, the Contractor agrees to comply with <u>N.J.S.A</u>.10:5-32 *et. seq.* and <u>N.J.A.C</u>. 17:27, regarding affirmative action and the action and the regulations promulgated thereunder as set forth in the General Conditions.
- 9. The contract period shall be as set forth herein.
- 10. The provisions of the N.J.S.A. 34:11-56 are incorporated herein, made a part hereof, as if fully set forth.
- 11. Payment to be made hereunder shall be made upon certificate presented and certified by the Treasurer of the County Park Commission of the County of Morris.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their proper officers and caused their proper corporate seals be hereto affixed, the day and year first above mentioned.

THE MORRIS COUNTY PARK COMMISSION

By Betty Cass-Schmidt

Betty Cass-Schmidt

President

David Helmer,

Executive Director

ATTEST:

Joseph Novalcik,

Treasurer

By Asper Court

NAME OF FIRM

By President

Secretary

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

MORRIS COUNTY PARK COMMISSION P.O. Box 1295 300 MENDHAM ROAD MORRISTOWN, NJ 07962-1295

Form of Equipment Lease Agreement

GOLF COURSE MAINTENANCE EQUIPMENT USE AGREEMENT

This Agreement is entered into as of <u>January 1, 2017</u> by and between:

THE MORRIS COUNTY PARK COMMISSION, a component government unit of the County of Morris, the State of New Jersey acting by and through Morris County Park Commission, 300 Mendham Road, Morristown, New Jersey.

(referred to in this Agreement as the ("Park Commission")

And

Billy Casper Golf, with offices located at the street address of 12700 Sunrise Drive, Suite 300, Restin, Virginia 20191 (referred to in this Agreement as the ("Operator")

WHEREAS:

The Morris County Park Commission has available golf course maintenance equipment as indicated on the attached Schedule (A) which would benefit the Park Commission if it was used in connection with the operation of Berkshire Valley, Flanders Valley, Pinch Brook and Sunset Valley Golf Courses.

NOW THEREFORE, as an integral part of the contract between the parties for the operation of Berkshire Valley, Flanders Valley, Pinch Brook, and Sunset Valley Golf Courses, and in consideration of the mutual covenants, conditions and provisions hereinafter set forth, the parties agree as follows:

ARTICLE 1

CONTRACT

- 1. This Golf Course Maintenance Equipment Use Agreement constitutes an integral part of the "Agreement To Operate and Manage the Berkshire Valley Golf Course in Oak Ridge, Flanders Valley Golf Course in Flanders, Pinch Brook Golf Course in Florham Park, and Sunset Valley Golf Course in Pequannock, entered into between the Park commission and the Operator, effective <u>January 1, 2017</u>.
- 2. This agreement shall end at the same time the Agreement to Operate and Manage the Golf Courses ends.

ARTICLE 2

EQUIPMENT LEASED

3. The Park Commission does hereby lease to the Operator the equipment as identified on Schedule (A).

ARTICLE 3

OPERATOR'S RESPONSIBILITIES

- 4. The Operator shall use the equipment exclusively for the purposes of maintaining and operating the Berkshire Valley Golf Course in Oak Ridge, Flanders Valley Golf Course in Flanders, Pinch Brook Golf Course in Florham Park, and Sunset Valley Golf Course in Pequannock, under the Golf Course Operations and Management Contract with the Park Commission.
- 5. The Park Commission makes no warranties or representations, express or implied, as to the equipment leased, and assumes no responsibility for the condition of the equipment.
- 6. The Operator shall keep and maintain the equipment in satisfactory condition and repair in accordance with the manufacturer's recommended maintenance schedule for each piece of equipment and perform regular services, including oil and filter changes.
- 7. The Operator agrees to keep all equipment free from all liens, encumbrances and charges of any nature whatsoever, voluntary or involuntary.
- 8. The Operator agrees that all accessories, replacements, additions or substitutions now or hereafter added to any equipment, shall immediately, by accession, become integral parts thereof and belong to the Park Commission.
- 9. The Operator shall comply with all the covenants and obligations which are set forth in any leases between the Park Commission and any third party concerning the equipment.

ARTICLE 4

LESSEE'S RESPONSIBILITIES

- 10. The Operator will indemnify and hold the Morris County Park Commission and Morris County harmless from any and all loss, damages, suits, penalties, cost, liabilities and expenses, including but not limited to, reasonable investigation and legal expenses arising out of the use of the equipment covered by this lease and its use in the operation of the Berkshire Valley Golf Course in Oak Ridge, Flanders Valley Golf Course in Flanders, Pinch Brook Golf Course in Florham Park, and Sunset Valley Golf Course in Pequannock, or arising out of, or under, this Agreement, or as a result of the Operator's violation of this Agreement.
- 11. The Operator shall furnish the Park Commission with insurance policies or certificates thereof insuring the equipment to the full replacement value against fire and theft. In the event of any loss, the Operator will be responsible to the Park Commission for any deductible. The insurance is to be written in the name of the Operator, but endorsed with loss payable to the Park Commission, or its assignee, as their interests may appear, and also endorsed to the effect that the interest of the Park Commission or its assignee shall not be invalidated by any act of the insured.
- 12. The Operator will carry, at its sole cost and expense, the insurance coverage in accordance with the basic Agreement between it and the Park Commission.

- 13. Each policy shall provide that no cancellation or material change in any of the insurance required under the term of this Agreement shall be effective except upon thirty (30) days advance written notice to the Park Commission from the insurer.
- 14. Notwithstanding the issuance of any documents required by law to enable the lessee to operate the equipment, the title to all leased equipment shall remain in the name of the Morris County Park Commission.
- 15. Upon expiration or termination of this Agreement, the Operator shall return to the Park Commission all equipment and shall have no right or other interest in it.
- 16. The Operator shall not remove any equipment from the Berkshire Valley Golf Course in Oak Ridge, Flanders Valley Golf Course in Flanders, Pinch Brook Golf Course in Florham Park, and Sunset Valley Golf Course in Pequannock, and without prior written consent of the Park Commission. The Operator represents to the Park Commission that the equipment leased by the Operator will be used solely for the Berkshire Valley Golf Course in Oak Ridge, Flanders Valley Golf Course in Flanders, Pinch Brook Golf Course in Florham Park, and Sunset Valley Golf Course in Oak Ridge, Flanders Valley Golf Course in Flanders, Pinch Brook Golf Course in Florham Park, and Sunset Valley Golf Course in Pequannock, and for other purpose.
- 17. In the operation of the equipment, the Operator shall comply with all laws, regulations, rules and orders of lawfully constituted authorities, including but not limited to all OSHA requirements.

ARTICLE 5

OPERATOR'S FAILURE TO PERFORM

- 18. This agreement will automatically terminate at the end of the term of the Agreement between the Park Commission and the Operator for the Management and Operation of the Flanders Valley Golf Course in Berkshire Valley Golf Course in Oak Ridge, Flanders, Pinch Brook Golf Course in Florham Park, and Sunset Valley Golf Course in Pequannock. This Agreement will also terminate if the Operator is in default under the terms of the above referenced Agreement between the Operator and the Park Commission.
- 19. In the event of a termination or default, the Park Commission may repossess the equipment with or without legal process. The park Commission may also exercise any and all lawful remedies which the Park Commission may have by reason of the Operator's default.
- 20. If the equipment is reposed by the Park Commission upon any default of the Operator, the Operator shall be liable for and shall pay to the Park Commission all costs of the Park Commission including reasonable attorney's fees incurred in retaking and repairing the equipment.
- 21. The Operator agrees that the equipment in Schedule (A) is public property and is to be returned to the Park Commission pursuant to the terms of this Agreement. At the end of the term or upon default or by possession the Operator has no right or other interest in the equipment.

22. The Operator's execution of this Agreement serves as authorization for the Park Commission to act as the Operator's attorney-in-fact to permit the Park Commission to take any and all steps necessary for the protection, or titling of the equipment.

ARTICLE 6

ASSIGNMENT

- 23. The Operator shall not assign this Lease or any rights of the Operator hereunder without prior written consent of the Park Commission.
- 24. The rights of the Park Commission hereunder and in the equipment, may be assigned by the Park Commission without the consent of the Operator. In the event of such assignment and upon written notice to the Operator, the assignee hereof shall succeed to all of the rights of the Park Commission and the Operator shall render to the assignee instead of the Park Commission, performance of all obligations hereunder.

ARTICLE 7

GOVERNING LAW

25. This lease shall be interpreted in accordance with and governed by the Laws of the State of New Jersey.

The parties have read and understand this Agreement fully. It is signed and sealed in accordance with New Jersey law by the duly authorized corporate officers of each of the parties.

ATTEST:	MORRIS COUNTY PARK COMMISSION
×.	
	Executive Director
ATTECT.	Billy Casper Golf
ATTEST:	Il My Thorse
	President





ANNUAL SUMMARY ANALYSIS Consolidated

CLIENT SUMMARY

CLUB SUMMARY

TOTAL ROUNDS OF GOLF	51,000	52,750	53,842	54,188	54,367		266,148
	1	2	3	4	5		Year 1-5
REVENUES	2018	2019	2020	2021	2022	1	TOTAL
Greens Fees	\$ 698,740	\$ 741,014	\$ 767,654	\$ 778,854	\$ 790,655	\$	3,776,917
Cart Fees	\$ 367,000	\$ 383,387	\$ 393,344	\$ 397,835	\$ 403,128	\$	1,944,694
Driving Range	\$ 98,400	\$ 102,802	\$ 105,136	\$ 106,466	\$ 107,930	\$	520,734
Activity or Pass Card Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Other Golf Revenues (club rental, handicap, locker, bag storage	\$ 2,420	\$ 2,444	\$ 2,469	\$ 2,493	\$ 2,518	\$	12,344
Clinic / School Revenue	\$ 9,504	\$ 9,599	\$ 9,695	\$ 9,792	\$ 9,890	\$	48,480
Miscellaneous Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Concession Revenue Share to City	\$ 23,102	\$ 24,131	\$ 24,946	\$ 25,363	\$ 25,684	\$	123,225
TOTAL REVENUE	\$ 1,199,166	\$ 1,263,377	\$ 1,303,243	\$ 1,320,803	\$ 1,339,805	\$	6,426,393
<u>LABOR</u>							
Golf Operations Labor	\$ 209,700	\$ 211,797	\$ 213,915	\$ 216,054	\$ 218,215	\$	1,069,680
General & Administrative Labor	\$ 71,060	\$ 71,771	\$ 72,488	\$ 73,213	\$ 73,945	\$	362,477
Golf Course Maintenance Labor	\$ 334,757	\$ 338,105	\$ 341,486	\$ 344,901	\$ 348,350	\$	1,707,598
Food & Beverage Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Sales & Marketing Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$	<u>-</u>
Total Direct Labor	\$ 615,517	\$ 621,672	\$ 627,889	\$ 634,168	\$ 640,510	\$	3,139,756
Total Payroll Taxes	\$ 62,164	\$ 62,786	\$ 63,414	\$ 64,048	\$ 64,688	\$	317,100
Total Medical/Health Benefits	\$ 45,768	\$ 46,226	\$ 46,688	\$ 47,155	\$ 47,626	\$	233,463
Insurance - Workman's Comp	\$ 25,239	\$ 25,491	\$ 25,746	\$ 26,003	\$ 26,263	\$	128,743
TOTAL LABOR	\$ 748,688	\$ 756,175	\$ 763,737	\$ 771,374	\$ 779,088	\$	3,819,062
OTHER OPERATIONAL EXPENSES							
Golf Operations Expense	\$ 32,300	\$ 32,623	\$ 32,949	\$ 33,279	\$ 33,612	\$	164,762
General & Administrative Expense	\$ 234,745	\$ 237,092	\$ 239,463	\$ 241,858	\$ 244,277	\$	1,197,435
Golf Course Maintenance Expense	\$ 250,100	\$ 252,601	\$ 255,127	\$ 257,678	\$ 260,255	\$	1,275,761
Food & Beverage Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Sales & Marketing Expense	\$ 45,400	\$ 39,794	\$ 40,192	\$ 40,594	\$ 41,000	\$	206,980
Golf Cart Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
EXISTING - Equipment Leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
FF and E - NEW FINANCED ITEMS	\$ 9,600	\$ 9,696	\$ 9,696	\$ -	\$ -	\$	28,992
Insurance - P & C	\$ 32,400	\$ 32,724	\$ 33,051	\$ 33,382	\$ 33,716	\$	165,273
TOTAL OTHER OPERATIONAL EXPENSES	\$ 604,545	\$ 604,530	\$ 610,479	\$ 606,791	\$ 612,859	\$	3,039,203
TOTAL EXPENSES	\$ 1,353,233	\$ 1,360,705	\$ 1,374,216	\$ 1,378,165	\$ 1,391,946	\$	6,858,265
EBITDA	\$ (154,067)	\$ (97,329)	\$ (70,973)	\$ (57,362)	\$ (52,141)		
CUMULATIVE EBITDAR	\$ (154,067)	(251,396)	(322,369)	(379,731)	(431,872)		

6 Exhibits

Exhibit A – Service Cost Pricing Worksheet

The purpose of this <u>Service Cost Pricing Worksheet</u> is to gather pricing from contractors in a structured format. It is probable, but not certain, that the City will issue a Best and Final Offer (BAFO) for pricing. Any BAFO may incorporate business models and/or features different than those currently contemplated in this RFP.

All contractors are required to complete the <u>Required Proposal Pricing Model</u>, below. The City is focused on reducing and, ideally, eliminating the annually recurring operating losses at the golf courses. While the City is interested in revenue sharing strategies for the golf courses over the long term, its primary focus at this time is to make the golf courses self-sustaining and to eliminate existing subsidies.

The City will place a higher value on those models that provide greater levels of certainty with respect to financial outcomes and that place more responsibility on the contractors.

Required Proposal Pricing Model

Estimated Gross Revenues and Total Expenses

Using the table below, provide estimated gross revenues and total expenses for the two courses (combined) for the calendar years indicated. All revenue and all expenses from any aspect of the course operations should be included.¹

	CY 2018	CY 2019	CY 2020	CY 2021	CY 2022
Gross Revenues	\$1,199,166	\$1,263,377	\$1,303,243	\$1,320,803	\$1,339,805
Total Expenses	\$1,353,233	\$1,360,705	\$1,374,216	\$1,378,165	\$1,391,946

Proposed Monthly Fee (City Subsidy)

Using the table below, provide the proposed monthly fee (if any) that the contractor will require from the City. This amount may, but need not, correspond to any difference between estimated gross revenue and total expenses listed above. Low or no monthly fees are the preferred option.

	CY 2018	CY 2019	CY 2020	CY 2021	CY 2022
Proposed Monthly Subsidy	\$12,838.92	\$8,110.75	\$5,914.42	\$4,780.17	\$4,345.08

BCG has proposed a hybrid management/concession operating structure, whereby BCG would be paid a monthly management fee for golf operations, and the City would be paid a percentage of revenue for retail and food & beverage operations. The resulting "monthly subsidy" is the difference between Gross Revenues and Total Expenses.

-

¹ The City retains the right to allocate a portion of the benefits generated from the proposed transaction to cover transaction advisor costs. Respondents need not address this in the pricing.

Gross Revenue Share

Using the table below, provide the percentage of gross revenues (if any) that the contractor will share with the City. If gross revenue sharing starts only above a specific level, state that level.

	CY 2018	CY 2019	CY 2020	CY 2021	CY 2022
% of Gross Revenues Shared with City				8% of Retail & F&B Sales	

^{***}The anticipated revenue share is included in the gross revenue projections above

Contractor Proposed Alternatives

The City is interested in strategies that will further improve financial performance and increase customer satisfaction. Contractors are permitted to propose alternatives to achieve those goals for the City's consideration in the space below, using extra space as needed. Alternatives can include things such as operational changes, increased management flexibility, modified fee/rate schedules, CPI adjustments, or different contract pricing models. Alternatives should be fully explained and the financial impacts should be clearly described.

NON-COLLUSION AFFIDAVIT

STATE OF Virginia)	
Fairfax	COUNTY)	
oath, states that he/she any other employee, m partnership represente any person relative to the	e is duly authorized to act on thember, representative, or the by him/her, entered into the price to be offered by a to induce anyone to refrain	sentative of Contractor, being duly sworn on on behalf of Contractor and has not, nor has agent of the firm, company, corporation or any combination, collusion or agreement with any person nor to prevent any person from in from submitting a proposal and that this offer
		Billy Casper Golf, LLC
		Contractor (Name of Firm)
		Mh h C
		Signature of Representative/Agent
		Mike K. Cutler
		Printed Name of Representative/Agent
		Senior Vice President
		Title
Subscrit 2017.	ped and sworn to before m	e this <u>30th</u> day of <u>MAY</u> ,
My Commission Expire	S: AUGUST 31, 2018	Notary Public
County of Residence	FAIRFAX	A OTAR SET NOTAR