

SECOND AMENDMENT TO FRANCHISE LICENSE AGREEMENT

between

MANATEE COUNTY

and

POPE GOLF, LLC

for

**OPERATIONS MANAGEMENT AND MAINTENANCE OF PROPERTIES AT
MANATEE COUNTY GOLF COURSE AND BUFFALO CREEK GOLF COURSE**

WHEREAS, on August 9, 2011, the Manatee County Commission approved a Franchise License Agreement between COUNTY and LICENSEE for the operation of the County's Golf Courses; and

WHEREAS, Article 22 of the original Agreement provides that it may be amended only by written document, properly authorized, executed, and delivered to the Parties; and

WHEREAS, the Parties amended their Agreement on August 23, 2011 to clarify certain matters concerning inventory and audit rights; and

WHEREAS, the Manatee County Clerk of the Circuit Court's Office, which acts as COUNTY's comptroller and treasurer, has requested clarification of certain terms and conditions of the original Agreement related to revenues; and

WHEREAS, the Manatee County Parks & Recreational Department has requested amendments to certain terms and conditions of the original Agreement related to the calculation of gross profits; and

WHEREAS, the COUNTY and LICENSEE have negotiated the terms of such amendments, which the Office of the Clerk has reviewed and approved; and

NOW, THEREFORE, in consideration of the mutual covenants, provisions, terms, promises, and conditions contained herein, the Parties agree to amend their original agreement as follows:

- 1) Article 3 is hereby amended by deleting the second paragraph, which reads: "In addition to the above, LICENSEE shall pay to COUNTY ten percent (10%) of gross

food and beverage receipts under \$25,000 per month and twelve percent (12%) of gross food and beverage receipts exceeding \$25,000 per month." Article 3 is further amended by striking the graphic expression of percent of revenues for the years 2011 through 2016. The following graphic shall be inserted in its place:

	<u>2011/2012</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
% of Revenue					
Manatee	11	11	21	21	21
Buffalo Creek	11	11	16	21	21

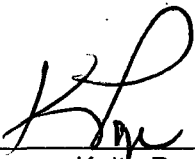
- 2) The section of Article 11 entitled HOURS OF OPERATION is hereby amended to add the following language to the end of that section: "Notwithstanding the foregoing, food and beverage facilities shall be open to the public and in operation daily, each and every consecutive day throughout the term of this agreement. In addition, food and beverage service shall be offered during the same hours as the Pro Shop is open."
- 3) A new section of Article 11, entitled EXPANSION OF HOURS, is created as follows: "EXPANSION OF HOURS: Notwithstanding any other provision of the agreement to the contrary, LICENSEE may expand the number of daily hours of operation beyond the minimum number of hours established hereof. However, at no time shall the facilities be operated earlier than 5:00 a.m. or later than 10:00 p.m. of any day without express written approval of COUNTY. LICENSEE shall not reduce the number of daily hours of operation without the express written consent of COUNTY."
- 4) A new section of Article 11, entitled BEVERAGE CARTS, is created as follows: "BEVERAGE CARTS: The LICENSEE shall provide and operate a beverage golf cart on each golf course. The Contract Administrator reserves the right to approve the equipment, the menu, and the hours of operation of the beverage gold cart. LICENSEE agrees to comply with reasonable demands and modifications to the operation of the beverage golf cart as requested by the Contract Administrator."
- 5) A new section of Article 11 is created to read: "LICENSEE shall not provide free or reduce charges for products or services in connection with the operation of the Facility, except in connection with promotional activities approved in advance by the COUNTY's Contract Administrator. LICENSEE shall not extend credit to any COUNTY employee or official."

- 6) A new section of Article 11 is created to read: "LICENSEE shall provide signage as approved by the COUNTY advertising the ability to pre-order food and beverage via the patrons own cell phone and picked up at the clubhouse. The signage will be placed at the eighth or ninth tee as approved by the COUNTY."
- 7) A new section of Article 11 is created to read: "The Facilities are intended for the general use and enjoyment of all residents and visitors as golfing venues. LICENSEE shall therefore not rent out or otherwise allow the Facility to be occupied by or under the control of any third party person, group or entity, including but not limited to use for private parties, rallies, or similar events, absent express prior approval of the COUNTY."
- 8) A new section of Article 11, entitled DISCOUNTS AND BUNDLING, is created to read: "DISCOUNTS AND BUNDLING: In order to fill unused tee times and maximum revenues for the courses, as well as to the County, Pope Golf, LLC will offer in accordance with the procedures outlined in Resolution R-09-148 the following: "Coupons for discount rates and golf shop merchandise will be offered throughout the year to promote play and sales. The coupons will be offered in the range from \$1.00 to \$9.00 discounts to be applied to the existing golf rate..." Through analysis of the tee sheets for both courses on a daily basis, (PG) will determine trends and identify off peak times. PG staff will look at specific days of the week, blocks of time during the day (early morning, afternoon, twilight, etc.), and even specific tee times that go unused during the day. PG staff will then develop a special offer to attract golfers to these times. This offer will be loaded into an email special coupon, which will be emailed to our database of golfers. This database is segmented by golf course, so staff can target specific golfers with certain offers with the following conditions:
1. The offer must be mentioned when the golfer makes their tee time, and
 2. The golfer must bring a copy of the email coupon when checking in to play golf.
- All offers must have a 30 day or less expiration date, and must be in a format not subject to unauthorized copying or other duplication.
- 9) LICENSEE must apply in its own name for a state liquor license within 30 days of the effective date of this Second Amendment which license will replace the license currently held in the COUNTY's name. A copy of said license shall, within 48 hours of its having been granted, be furnished to the Director of the Parks & Recreation Department.

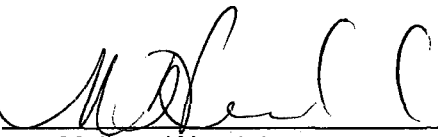
WHEREFORE, the Parties have made and executed this Second Amendment to the Agreement for Operations Management and Maintenance of Manatee County Golf Course and Buffalo Creek Golf Course as of and effective on July 1, 2012.

POPE GOLF, LLC

MANATEE COUNTY GOVERNMENT

By: 

Keith Pope, President

By: 

Melissa Wendel
Purchasing Official, for the County

Manatee County Government

Agenda

[back to agenda reviewer](#)

[help](#)

Reviewer : View Agenda Item

APPROVED

APPROVED IN OPEN SESSION

JUN 19 2012

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Agenda

June 19, 2012 Regular Meeting

Category

B. CONSENT AGENDA

Sub-Category

Parks and Recreation

Subject

Second Amendment to the Franchise License Agreement Manatee County and Buffalo Creek Golf Courses

Briefings

None

Contact and/or Presenter Information

CONTACT:

Mike Whelan / ext. 6005

Cynthia Gray / ext. 6002

PRESENTER:

Mike Whelan, Policies/Programs Coordinator / ext. 6005

Action Requested

Adoption of the Second Amendment to the Franchise License Agreement between Manatee County and Pope Golf, LLC., allowing the raise in License fees to replace food and beverage revenues in order to remove the County from the state beverage (beer and wine) license, changing some food and beverage operational parameters, and broadening local marketing opportunities.

Enabling/Regulating Authority

- Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective August 10, 2009.
- Article 22 of the original agreement which states..."This Agreement may be amended only by written document, properly authorized, executed, and delivered by both parties hereto."

Background Discussion

- August 9, 2011 - The Manatee County Commission granted a golf course operating concession to Pope Golf, LLC. to begin October 1, and included the assumption of the existing Food and beverage concession license.
- September 19, 2011 - County terminated the existing food and beverage concessionaire license for cause.
- September 22, 2011 - PGL discovered that the state would now require the beverage license to be co-owned by the County because County receives a percentage of the food and beverage revenues.
- September 28, 2011 - In order to avoid a disruption in service, a new beverage license was issued in the name of the Parks and Recreation Director Cindy Turner and Pope Golf, LLC, with the understanding that this issue would be reviewed and a more appropriate solution explored, once the transition for management and maintenance of the golf courses was complete.
- October 1, 2011 - Pope Golf took over management and maintenance of both County golf courses.
- November 19, 2011 - Staff initiated an RLS addressing the liquor license issue described above and cleaning up some of the language differences between the management license agreement and the now terminated food and beverage license. In order to formalize these changes and add those items covered exclusively in the food and beverage license, the following changes are being initiated:
 1. Food and Beverage Hours of Operation - from being opened 7am - 7pm daily to now being opened daily for the same hours as the Pro Shop or longer if deemed appropriate.
 2. Food and beverage cart operations are now included in the management and maintenance licenses agreement.

June 19, 2012 Regular Meeting
Agenda Item #32

Subject

Second Amendment to the Franchise License Agreement Manatee County and Buffalo Creek Golf Courses

Briefings

None

Contact and/or Presenter Information

CONTACT:

Mike Whelan / ext. 6005

Cynthia Gray / ext. 6002

PRESENTER:

Mike Whelan, Policies/Programs Coordinator / ext. 6005

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 1. Food and Beverage Hours of Operation - from being opened 7am - 7pm daily to now being opened daily for the same hours as the Pro Shop or longer if deemed appropriate.
 2. Food and beverage cart operations are now included in the management and maintenance licenses agreement.
 3. The admonition concerning unauthorized offering of free or reduced price food and beverage products to County employees.
 4. On course food and beverage promotion.
 5. Although already approved administratively, the amendment makes allowance for greater discounting and the bundling of membership with non-County local PGL operated golf courses. This also allows PGL to be more competitive and increases golf course play.
 6. Raises the License fee by 1 percent to replace food/beverage revenues, and requires PGL to apply for a new, stand alone beer and wine beverage license within 30 days of the execution of the Second Amendment.

This Amendment was crafted by the County Attorney's Office and the new percentage revenue figures have been reviewed and vetted by the Finance Department.

County Attorney Review
Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney
RME

Instructions to Board Records

Originals: One to Board Records and one to Cynthia Gray, Parks and Recreation Department.



**Originals
Sent**

Cost and Funds Source Account Number and Name

430.0000000.347299 - MCGC / 490.0000000.347299 - BCGC

Amount and Frequency of Recurring Costs

NONE

Attachment: [SunriseSunset Termination Notice 091911.pdf](#)

Attachment: [Agreement Amendment 1.pdf](#)

Attachment: [Pope Golf Course Management and Maintenance Agreement.pdf](#)

Attachment: [CAO Response to RLS with Resolution 11_433 and Amendment.pdf](#)

Attachment: [GolfCourseConcession2ndAmend with percentages.pdf](#)

COPY



MANATEE COUNTY
FLORIDA

Sunrise Sunset Concession of Snook Haven, LLC.
2164 Muskogee Trail
Nokomis, FL 34275

Re: Notice of Termination of Concession

Dear Mr. & Mrs. Jansson,

As you know, on July 1, 2009, Manatee County entered into a concession agreement with Sunrise Sunset Concessions of Snook Haven LLC for food and beverage services at the County's golf courses. When this agreement was adopted, Mr. Jansson was listed as a registered Director of Sunrise Sunset of Snook Haven LLC.

On July 28, 2009, the State issued a 2 COP Retail Beverage License to Sunrise Sunset Concessions of Snook Haven LLC (Primary Name) D/B/A Buffalo Creek Concessions and Manatee Golf Concessions D/B/A respectively, effective through March 31, 2012, separately for each golf course concession. Upon recent inspection, the County's staff could find no such DBAs registered in State records.

On September 1, 2010, State records confirm Mr. and Mrs. Jansson registered a new corporation named Sunrise Sunset Manatee Golf Concessions LLC. Although the name suggests this entity is to serve the Manatee County Golf Courses, neither County staff within my department, nor in the County Administration building, were aware of this new entity. I personally checked with the Golf Course Manager and the Parks Fiscal Manager, and no one has any record of the County being informed of any request from you to transfer the concession to a new LLC, nor even notice that you'd formed a new LLC.

On June 28, 2011 Mr. Jansson resigned from being a Director of the Sunrise Sunset Snook Haven LLC. The following month, Mr. Jansson sent the County a letter concerning concession business. In the letter, Mr. Jansson representing himself as President of Sunrise-Sunset Concessions, Inc., with a corporate address in Nokomis, Florida, and makes representations on behalf of this company as owning the concession.

Parks and Recreation Department
5502 33rd Avenue Drive West, Bradenton, FL 34209
WEB: www.mymanatee.org * PHONE: 941.742.5923 * FAX: 941.742.5972
Creating Lifelong Memories

On August 9, 2011, the Manatee County Commission granted a golf course operating concession to Pope Golf, LLC. This master operating agreement gave the concessionaire the right and obligation to assume all outstanding concessions the County had granted to companies, including the 2009 food and beverage concession.

As staff began drafting notices of assignment, it sought to confirm the name of the company owning the food and beverage concession, whereupon it began discovering the facts noted above. At this point, it appears that while you are still representing that you own and control the food and beverage concession between Sunrise Sunset of Snook Haven LLC and the County, it would appear you do not. As noted, you have resigned from this company, and current State records show other persons controlling that legal entity.

As you know, Section 8.1 of the 2009 agreement provided, in relevant part:

The identity of the person or the entity, if not an individual, who or which shall be the owner or holder of the rights granted under this License Agreement is very important to the County. Therefore, the County reserves the right to terminate this License Agreement at any time more than 10 percent of the ownership of the rights under this License Agreement has not been specifically approved by the County. The County shall reject any proposed new owner of any interest in or under this License Agreement for any reason it believes is in the best interests of the public. Licensee agrees to provide, on 24 hour notice to the County, an accurate list of all persons or entities having an interest in or under this License Agreement...

Section 8.1 of the agreement goes on to provide, in relevant part:

Licensee shall not, without written consent of the County, assign, pledge [or] transfer...this License Agreement or the right or privilege to operate [thereunder]. Assignment, pledging, transferring...of any interest in or under this License Agreement...without the written consent of the County shall be grounds for immediate termination of this License Agreement.

It appears clear that Sunrise Sunset of Snook Haven LLC has violated Section 8 of its License Agreement with the County by transferring ownership of itself to others, and/or by transferring ownership of the License Agreement to a different company. Manatee County therefore is exercising its right to terminate the License Agreement, effective close of business Friday, September 23, 2011.

In a related note, the County is very concerned as to the truthfulness of representations made to the County's Tax Collector. Staff's research indicates that both golf course concessions were registered by Sunrise Sunset Concessions Snook Haven, LLC. However, no taxes were assessed because the concessions were represented as "snack and non-alcoholic beverage bars" and listed the value for furniture, fixtures and equipment as less than \$25,000 (Manatee \$2,319) and

Mr. & Mrs. Jansson
September 19, 2011
Page 3

(Buffalo Creek as being valued at \$2,964). While I am not authorized to make such determinations, it does appear that Sunrise Sunset of Snook Haven LLC at the very least has misrepresented its business to the Tax Collector concerning the nonalcoholic nature of its beverage bars, and if it lists the value of its FF&E, for tax purposes, as being worth a little over \$5,000 for both, such values do not appear to be consistent with the values placed upon those improvements represented to Manatee County. This aspect of this matter will be referred to the County Administrator, who will determine whether to refer it on to the Tax Collector, or other appropriate officials.

Please contact Mr. Michael Whelan of my department to coordinate an orderly termination process. Thank you.

Respectfully,

A handwritten signature in black ink, appearing to read "Cindy Turner", with a long horizontal flourish extending to the right.

Cindy Turner, Director

c: Ed Hunzeker, County Administrator
Dan Schlandt, Deputy County Administrator
Karen Windon, Deputy County Administrator
Robert Eschenfelder, Deputy County Attorney

FIRST AMENDMENT TO FRANCHISE LICENSE AGREEMENT

between

MANATEE COUNTY

and

POPE GOLF, LLC

for

ACCEPTED IN OPEN SESSION

AUG 23 2011

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

**OPERATIONS MANAGEMENT AND MAINTENANCE OF PROPERTIES AT
MANATEE COUNTY GOLF COURSE AND BUFFALO CREEK GOLF COURSE**

WHEREAS, on August 9, 2011, the Manatee County Commission approved a Franchise License Agreement between COUNTY and LICENSEE for the operation of the County's Golf Courses; and

WHEREAS, Article 22 of the original Agreement provides that it may be amended only by written document, properly authorized, executed, and delivered to the Parties; and

WHEREAS, the Manatee County Clerk of the Circuit Court's Office, which acts as COUNTY'S comptroller and treasurer, has requested certain amendments to the terms and conditions of the original Agreement; and

WHEREAS, the COUNTY and LICENSEE have negotiated the terms of such amendments, which the Office of the Clerk have reviewed and approved; and

NOW, THEREFORE, in consideration of the mutual covenants, provisions, terms, promises, and conditions contained herein, the Parties agree to amend their original agreement as follows:

- 1) LICENSEE acknowledges that COUNTY conducts periodic physical inventories and/or audits of its assets. LICENSEE shall, with reasonable notice, permit the COUNTY to conduct such activities within the licensed properties.
- 2) There shall be a new **Exhibit F** incorporated into the Agreement which reflects the official Manatee County Inventory Listing maintained by the Office of the Clerk of Circuit Court.
- 3) LICENSEE agrees that the assets listed on the attached **Exhibit F** constitute the entire group of COUNTY assets over which it has been given custody and control by


virtue of the Agreement. LICENSEE further agrees that during the term of the Agreement, and any extension(s) thereof, if any of the listed assets are destroyed, damaged, or stolen, it will repair or replace with like item(s) or reimburse COUNTY at Fair Market Value for any asset with a value at the time of loss which is greater than \$1,000.00. Notwithstanding the foregoing, COUNTY shall provide LICENSEE a minimum of thirty (30) days notice in which to locate any lost or stolen item prior to being required to replace or reimburse.

- 4) LICENSEE will be provided with a list of all unredeemed gift certificates issued by COUNTY as of the effective date of the Agreement. LICENSEE agrees to honor any such certificates which may be redeemed by customers. LICENSEE shall be entitled to a credit on their monthly payment to COUNTY for the face value of any certificates redeemed in that month. Where a credit is sought, LICENSEE shall remit copies of cancelled certificates to COUNTY to verify the credit amount taken.
- 5) For all Capital Investment/Improvements to be performed by LICENSEE which will involve progress or multiple payments over a period of time, LICENSEE agrees to submit for COUNTY approval, a schedule of values and/or completed inspections which accurately reflects the satisfactory progression of the work. Upon written request from LICENSEE, COUNTY shall authorize reimbursement for payment of completed capital investments/improvements, or approved phases thereof, from the CIP Reserves within thirty (30) days of COUNTY acceptance of the completed project, or any sub-phase thereof. Reimbursement requests must be accompanied by copies of written contracts or work orders, required inspection reports, evidence of payment of related outstanding invoices, and such other documentation as COUNTY may reasonably request to allow it to confirm the satisfactory completion of and payment by LICENSEE for the required improvement.
- 6) Article 20, Notices, is amended to require that the Clerk of the Circuit Court Treasury Management shall be included on all ACH Remittance Information. COUNTY shall provide LICENSEE specific contact information to be used.
- 7) LICENSEE shall obtain and provide COUNTY a copy of an annual audit of its financial statements related to its management of COUNTY courses under this Agreement. Such review shall be certified by an independent Certified Public Accountant licensed in Florida. For purposes of this paragraph, the term "audit" shall have the same meaning as that given to it in the Generally Accepted Auditing Standards promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants.
- 8) Article 10, Capital Investment, is amended to include the following new provision: In accordance with the schedule of reserves to be set aside for each year of the

Agreement, LICENSEE shall forward to the COUNTY the annual guaranteed percentage of gross revenues set forth in the Reserve Schedules on a monthly basis as of the twentieth (20th) business day of the following month (Due Date), with interest accruing after ten (10) calendar days. The total annual payment will be adjusted if necessary following the annual audit. In the event LICENSEE fails to pay COUNTY any of the fees or charges due under the provisions of this Agreement, interest at one and one half percent (1.5%) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision, nor its implementation, shall preclude the COUNTY from terminating this Agreement for default, beginning procedures to collect on the performance bond, or pursue any other remedies as provided herein or by law. The COUNTY's acceptance of late payment of any fees or charges shall not constitute a waiver of COUNTY's right to terminate this Agreement in the event of any subsequent default by LICENSEE in the payment of any fees or charges on the date the same shall be due and payable.

WHEREFORE, the Parties have made and executed this First Amendment to the Agreement for Operations Management and Maintenance of Manatee County Golf Course and Buffalo Creek Golf Course as of and effective on Friday, August 12, 2011.

POPE GOLF, LLC

By:  Pres.
Keith Pope, President

MANATEE COUNTY GOVERNMENT

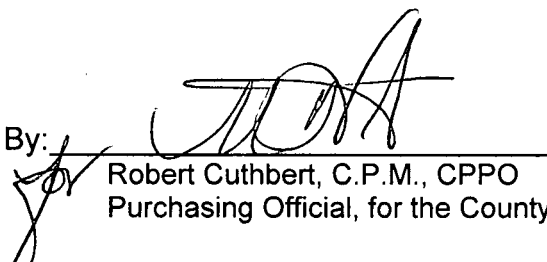
By: 
Robert Cuthbert, C.P.M., CPPO
Purchasing Official, for the County

Exhibit F1

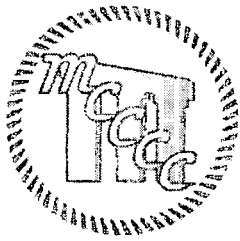
Buffalo Creek Golf Course
Manatee County, Florida
Depreciation Listing of Assets (ByAsset Class/GLKey)
For the Period Ending 07/31/2011

DESCRIPTION	FAID	ACQDATE	DISPDATE	STAT	LIFE	LAST DEPR DT	ACQ PRICE	PRIOR ACC DEPR	CURR YR DEPR	TOTAL DEPR	LESS DISPOSED ASSETS	REMAINING BOOK VALUE
CLASS: EQUIPMENT												
Fund Number: 490												
GL Key: 4900013500												
LIQUID AG FRTGATN SYS W/2400	30073	4/7/1992		AC	5	9/30/1998	4,959.00	4,959.00	-	4,959.00	4,959.00	-
SPREADER,GANDY 8 FT WIDE DROP/	31943	11/28/1994		AC	10	9/30/2005	2,345.00	2,345.00	-	2,345.00	2,345.00	-
LAWN MOWER, TORO GROUNDSMASTER3	32598	3/1/1995		AC	10	9/30/2005	12,795.00	12,795.00	-	12,795.00	12,795.00	-
SPRAYER, MULTI PRO 5200 W/TANK	33114	7/13/1995		AC	10	9/30/2005	23,562.00	23,562.00	-	23,562.00	23,562.00	-
TURFCO METER/R/MATIC TOP DRESS	33695	12/18/1995		AC	10	9/30/2006	5,995.00	5,995.00	-	5,995.00	5,995.00	-
VACUUM, GRAVELY PRO VAC 1050	33912	2/7/1996		AC	10	9/30/2006	4,854.00	4,854.00	-	4,854.00	4,854.00	-
PUMP, MUD HOG CH&E 6535W	34002	3/6/1996		AC	10	9/30/2006	1,511.00	1,511.00	-	1,511.00	1,511.00	-
TRACTOR	35315	2/18/1997		AC	10	9/30/2007	17,125.00	17,125.00	-	17,125.00	17,125.00	-
MOWER, TORO GREENSMASER 3100	36705	2/6/1998		AC	10	9/30/2008	14,021.00	14,021.00	-	14,021.00	14,021.00	-
MOWER, TORO GREENSMASER 3100	36707	2/6/1998		AC	10	9/30/2008	14,021.00	14,021.00	-	14,021.00	14,021.00	-
THATCHING REEL KIT	36708	2/6/1998		AC	10	9/30/2008	2,231.00	2,231.00	-	2,231.00	2,231.00	-
GRINDER, ANGELMASTER 2000	37301	6/10/1998		AC	10	9/30/2008	10,500.00	10,500.00	-	10,500.00	10,500.00	-
GRINDER, EXPRESS DUAL 2000 REE	37302	6/10/1998		AC	10	9/30/2008	17,400.00	17,400.00	-	17,400.00	17,400.00	-
RACK, BAG DROP	37556	8/20/1998		AC	10	9/30/2008	3,500.00	3,500.00	-	3,500.00	3,500.00	-
UTILITY VEHICLE, CLUB CAR TURF	38025	10/28/1998		AC	10	9/30/2009	5,030.00	5,030.00	-	5,030.00	5,030.00	-
LIFT, GOLF M#GL-9	38051	11/6/1998		AC	10	9/30/2009	4,995.00	4,995.00	-	4,995.00	4,995.00	-
MOWER, TORO REELMASTER 2600	38143	12/16/1998		AC	10	9/30/2009	19,145.00	19,145.00	-	19,145.00	19,145.00	-
SOD CUTTER, RYAN 12 JR	39267	7/21/1999		AC	10	9/30/2009	3,300.00	3,300.00	-	3,300.00	3,300.00	-
UTILITY CART, CLUB CAR TURF II	39540	8/5/1999		AC	10	9/30/2009	5,713.00	5,713.00	-	5,713.00	5,713.00	-
TRUCKSTER, TORO WORKMAN 3200,	40150	2/4/2000		AC	10	9/30/2010	13,376.00	13,376.00	-	13,376.00	13,376.00	-
DRAG BRUSH, GREENS GROOMER HYDR	40829	7/7/2000		AC	10	9/30/2010	2,449.00	2,449.00	-	2,449.00	2,449.00	-
SPREADER, LELY MDL#1500 3 POI	40836	7/28/2000		AC	10	9/30/2010	2,595.00	2,595.00	-	2,595.00	2,595.00	-
TOP DRESSER, TORO TD2500 W/JAC	40839	7/26/2000		AC	10	9/30/2010	7,363.00	7,363.00	-	7,363.00	7,363.00	-
MOWER, TORO GROUNDSMASTER MDL#	40840	7/26/2000		AC	10	9/30/2010	15,386.15	15,386.15	-	15,386.15	15,386.15	-
CART, CARRY ALL TURF 2 P/U W/D	41177	8/18/2000		AC	5	9/30/2005	7,176.00	7,176.00	-	7,176.00	7,176.00	-
TRACTOR, JOHN DEERE 5310	41626	9/30/2000		AC	10	9/30/2010	17,656.28	17,656.28	-	17,656.28	17,656.28	-
MOWER, TORO GREENMASTER 3100 W	41930	2/26/2001		AC	10	9/30/2010	17,667.00	16,783.65	883.35	17,667.00	17,667.00	-
MOWER, TORO GREENMASTER 3100 W	41931	2/26/2001		AC	10	9/30/2010	17,667.00	16,783.65	883.35	17,667.00	17,667.00	-
GRINDER, SPIN RELIEF, FOLEY AC	42601	9/21/2001		AC	5	9/30/2006	17,995.00	17,995.00	-	17,995.00	17,995.00	-
SAND PRO, TORO 3020 W/TOOTH RA	44085	8/16/2002		AC	10	9/30/2010	10,008.00	8,506.80	834.00	9,340.80	9,340.80	667.20
AERATOR, TORO 686 (78 TOWED)	44086	8/16/2002		AC	5	9/30/2007	5,430.00	5,430.00	-	5,430.00	5,430.00	-
DOZER BLADE (SP5000) FOR SAND	44112	8/16/2002		AC	10	9/30/2010	1,038.00	882.30	86.50	968.80	968.80	69.20
SPIKER, TORO W/O CYLINDER FOR	44113	8/16/2002		AC	10	9/30/2010	2,276.00	1,934.60	189.67	2,124.27	2,124.27	151.73
BLOWER, DEBRIS CYCLONE 1000 FO	44114	8/16/2002		AC	10	9/30/2010	2,192.00	1,863.20	182.67	2,045.87	2,045.87	146.13
SPRAYER, TORO MULTIPRO 5600 W/	44401	9/20/2002		AC	10	9/30/2010	28,283.00	24,040.55	2,356.92	26,397.47	26,397.47	1,885.53
EDGER, EDGE PRO MODEL 200	44560	10/18/2002		AC	10	9/30/2010	2,995.00	2,246.25	249.58	2,495.83	2,495.83	499.17
MOWER, TORO GREENSMASER 3150	47722	4/22/2005		AC	10	9/30/2010	20,411.05	11,226.08	1,700.92	12,927.00	12,927.00	7,484.05
TRACTOR, KUBOTA LOADER BACKHOE	47912	8/8/2005		AC	10	9/30/2010	32,805.50	18,043.03	2,733.79	20,776.82	20,776.82	12,028.68
SPREADER, LESCO HYDRO GAS 125#	49046	2/9/2006		AC	10	9/30/2010	2,958.80	1,331.46	246.57	1,578.03	1,578.03	1,380.77
GROUNDSMASTER 4500-D	52276	6/17/2008		AC	10	9/30/2010	43,270.85	10,817.71	3,605.91	14,423.62	14,423.62	28,847.23
GROUNDSMASTER 4500-D	52277	6/17/2008		AC	10	9/30/2010	43,270.85	10,817.71	3,605.91	14,423.62	14,423.62	28,847.23
REELMASTER 5510-D	52278	6/17/2008		AC	10	9/30/2010	39,711.90	9,927.98	3,309.32	13,237.30	13,237.30	26,474.60
REELMASTER 5510-D	52279	6/17/2008		AC	10	9/30/2010	39,711.90	9,927.98	3,309.32	13,237.30	13,237.30	26,474.60
TRUCKSTER, TORO WORKMAN 3200	52280	6/17/2008		AC	10	9/30/2010	15,451.61	3,862.90	1,287.64	5,150.54	5,150.54	10,301.07
TRUCKSTER, TORO WORKMAN 3200	52281	6/17/2008		AC	10	9/30/2010	15,451.61	3,862.90	1,287.64	5,150.54	5,150.54	10,301.07
TRUCKSTER, TORO WORKMAN 3200	52282	6/17/2008		AC	10	9/30/2010	15,451.61	3,862.90	1,287.64	5,150.54	5,150.54	10,301.07
GREENSMASER 3150	52283	6/17/2008		AC	10	9/30/2010	22,670.15	5,667.54	1,889.18	7,556.72	7,556.72	15,113.43
GREENSMASER 3150	52284	6/17/2008		AC	10	9/30/2010	22,670.15	5,667.54	1,889.18	7,556.72	7,556.72	15,113.43
SAND PRO 5040	52285	6/17/2008		AC	10	9/30/2010	15,355.92	3,838.98	1,279.66	5,118.64	5,118.64	10,237.28
SPIKER, TORO	52286	6/17/2008		AC	10	9/30/2010	2,603.84	650.96	216.99	867.95	867.95	1,735.89
FINISH GRADER, TORO	52287	6/17/2008		AC	10	9/30/2010	1,691.39	422.85	140.95	563.80	563.80	1,127.59
PRO PASS 180 W/TWIN SPINNER	52301	6/17/2008		AC	10	9/30/2010	12,699.00	3,174.75	1,058.25	4,233.00	4,233.00	8,466.00
FAIRWAY DRAG SYSTEM	52309	6/17/2008		AC	10	9/30/2010	1,695.00	423.75	141.25	565.00	565.00	1,130.00
FAIRWAY DRAG SYSTEM	52310	6/17/2008		AC	10	9/30/2010	1,695.00	423.75	141.25	565.00	565.00	1,130.00
DUMP TRAILER, HYDRAULIC	53452	2/3/2009		AC	10	9/30/2010	6,271.00	940.65	522.58	1,463.23	1,463.23	4,807.77
WORKSTATION, HP XW 4600	54750	3/16/2010		AC	5	9/30/2010	1,106.00	110.60	184.33	294.93	294.93	811.07
MOWER, TORO GREENSMASER 3150	X47721	2/22/2007		AC	8	9/30/2010	16,328.84	7,143.87	1,700.92	8,844.79	8,844.79	7,484.05
GL Key: 4900013500 Total							717,836.40	447,615.32	37,205.24	484,820.56	484,820.56	233,015.84
GL Key: 4900013700												
FREEZER, ARTIC AIR UPRIGHT 22	41640	12/1/2000		AC	10	9/30/2010	1,061.50	1,008.43	53.07	1,061.50	1,061.50	-
ROUTER, CISCO 2620, ETHERNET W	44104	8/2/2002		AC	5	9/30/2010	1,560.60	1,560.60	-	1,560.60	1,560.60	-
BOTTLE COOLER, BEVERAGE AIR 2	45309	5/20/2003		AC	10	9/30/2010	1,100.00	825.00	91.67	916.67	916.67	183.33
DEFIBRILLATOR, ZOLL AED PLUS	47253	9/30/2004		AC	10	9/30/2010	2,129.45	1,384.14	177.46	1,561.60	1,561.60	567.85
KEG COOLER	50874	5/4/2007		AC	10	9/30/2010	1,879.00	657.65	156.58	814.23	814.23	1,064.77
ICE MAKER, HOSHIZAKI	51293	9/14/2007		AC	10	9/30/2010	2,768.77	969.07	230.73	1,199.80	1,199.80	1,568.97
BALL PICKER, 5 GANG HIGH RISE	53509	2/10/2009		AC	10	9/30/2010	2,396.00	359.40	199.67	559.07	559.07	1,836.93
BALL WASHER, EASY PICKER 22K	53511	10/1/2008		AC	10	9/30/2010	1,780.75	267.11	148.40	415.51	415.51	1,365.24
SOFTWARE FOR POINT OF SALE SYS	40000021	9/30/2002		AC	7	9/30/2009	17,992.64	17,992.64	-	17,992.64	17,992.64	-
GL Key: 4900013700 Total							32,668.71	25,024.04	1,057.58	26,081.62	26,081.62	6,587.09
Fund Number: 490 Total Equipment							750,505.11	472,639.36	38,262.82	510,902.18	510,902.18	239,602.93
Fund Number: 494												
GL Key: 4946031302												
PC, CONTROLLER FOR ASMAC IRRIG	44442	9/30/2002		AC	5	9/30/2010	21,347.00	21,347.00	-	21,347.00	21,347.00	-
GL Key: 4946031302 Total							21,347.00	21,347.00	-	21,347.00	21,347.00	-
GL Key: 4946099999												
VENTROGUARD EXHAUST HOOD/SNACK	27593	8/29/1989		AC	10	9/30/1999	4,142.00	4,142.00	-	4,142.00	4,142.00	-
DELFIELD #6025-S REFRIGERATOR/	27597	8/29/1989		AC	10	9/30/2000	1,711.00	1,711.00	-	1,711.00	1,711.00	-
HATCO #GRAH-18 SS WALL SHELF/S	27598	8/29/1989		AC	10	9/30/1999	1,106.00	1,106.00	-	1,106.00	1,106.00	-
DELFIELD #V18554-28 SANDWICH U	27600	8/29/1989		AC	10	9/30/1999	2,414.00	2,414.00	-	2,414.00	2,414.00	-
GL Key: 4946099999 Total							9,373.00					

Exhibit F2

Manatee County Golf Course
Manatee County, Florida
Depreciation Listing of Assets (ByAsset Class/GLKey)
For the Period Ending 07/31/2011

											TOTAL DEPR	
											LESS	
DESCRIPTION	FAID	ACQDATE	DISPDATE	STAT	LIFE	LAST DEPR DT	ACQ PRICE	PRIOR ACC DEPR	CURR YR DEPR	TOTAL DEPR	DISPOSED ASSETS	REMAINING BOOK VALUE
CLASS: EQUIPMENT												
Fund Number: 430												
GL Key: 4300013500												
TRACTOR,1994 FORD MDL 3930-55H	31681	6/2/1994		AC	10	9/30/2004	15,428.00	15,428.00	-	15,428.00	15,428.00	-
LAWN MOWER,TORO GROUNDSMASTER32	32597	3/1/1995		AC	10	9/30/2005	12,795.00	12,795.00	-	12,795.00	12,795.00	-
SPRAYER, MULTI PRO 5200	32980	6/28/1995		AC	10	9/30/2005	23,562.00	23,562.00	-	23,562.00	23,562.00	-
TRACTOR, JOHN DEERE 5200	33506	9/30/1995		AC	10	9/30/2005	15,752.00	15,752.00	-	15,752.00	15,752.00	-
VACUUM, GRAVELY PRO VAC 1050	33911	2/7/1996		AC	10	9/30/2006	4,854.00	4,854.00	-	4,854.00	4,854.00	-
PUMP, MUD HOG CH&E 6535W	34039	3/29/1996		AC	10	9/30/2006	1,511.00	1,511.00	-	1,511.00	1,511.00	-
AERATOR, TORO GREENS	34336	6/25/1996		AC	10	9/30/2006	9,459.45	9,459.45	-	9,459.45	9,459.45	-
TRENCHER, DITCH WITCH M#1220	35250	1/21/1997		AC	10	9/30/2007	6,064.65	6,064.65	-	6,064.65	6,064.65	-
TRAILER, DITCH WITCH	35251	1/21/1997		AC	10	9/30/2007	1,264.80	1,264.80	-	1,264.80	1,264.80	-
THATCHING REEL KIT	36702	2/6/1998		AC	10	9/30/2008	2,231.00	2,231.00	-	2,231.00	2,231.00	-
MOWER, TORO GREENSMASER 3100	36703	2/6/1998		AC	10	9/30/2008	16,877.00	16,877.00	-	16,877.00	16,877.00	-
TRACTOR, JOHN DEERE 5310	37356	6/17/1998		AC	10	9/30/2008	17,000.64	17,000.64	-	17,000.64	17,000.64	-
PUMP, MILTON ROY LIQUID AG FLO	37404	7/15/1998		AC	10	9/30/2008	6,455.00	6,455.00	-	6,455.00	6,455.00	-
MOWER, TORO RM2600	37550	8/17/1998		AC	10	9/30/2008	19,450.00	19,450.00	-	19,450.00	19,450.00	-
RACK, BAG DROP (GRANITE)	37555	8/20/1998		AC	10	9/30/2008	3,500.00	3,500.00	-	3,500.00	3,500.00	-
CUTTER, RYAN 18 JR SOD	37806	9/30/1998		AC	10	9/30/2008	3,195.00	3,195.00	-	3,195.00	3,195.00	-
MOWER, GREENSGROOMER 720M	37861	9/30/1998		AC	10	9/30/2008	1,974.00	1,974.00	-	1,974.00	1,974.00	-
UTILITY VEHICLE, CLUB CAR TURF	38024	10/28/1998		AC	10	9/30/2009	5,030.00	5,030.00	-	5,030.00	5,030.00	-
SPREADER, GANDY 101T PULL TYPE	38026	10/30/1998		AC	10	9/30/2009	2,852.00	2,852.00	-	2,852.00	2,852.00	-
LIFT, GOLF M#CL-9	38050	11/6/1998		AC	10	9/30/2009	4,995.00	4,995.00	-	4,995.00	4,995.00	-
MOWER, TORO RM2600	38198	1/8/1999		AC	10	9/30/2009	19,450.00	19,450.00	-	19,450.00	19,450.00	-
MOWER, TORO GREENSMASER 3100	38925	5/12/1999		AC	10	9/30/2009	14,021.00	14,021.00	-	14,021.00	14,021.00	-
UTILITY CART, CLUB CAR TURF II	39541	8/5/1999		AC	10	9/30/2009	5,713.00	5,713.00	-	5,713.00	5,713.00	-
TRUCKSTER, TORO WORKMAN 3200,	40146	2/4/2000		AC	10	9/30/2010	13,376.00	13,376.00	-	13,376.00	13,376.00	-
TRUCKSTER, TORO WORKMAN 3200,	40147	2/4/2000		AC	10	9/30/2010	13,376.00	13,376.00	-	13,376.00	13,376.00	-
TRUCKSTER, TORO WORKMAN 3200,	40148	2/4/2000	12/11/2010	AD	10	9/30/2010	13,376.00	13,376.00	-	13,376.00	13,376.00	-
UTILITY VEHICLE, CLUB CAR TURF	40154	2/4/2000		AC	10	9/30/2010	5,914.00	5,914.00	-	5,914.00	5,914.00	-
SAND PRO, TORO 3020	40155	2/4/2000		AC	10	9/30/2010	8,674.00	8,674.00	-	8,674.00	8,674.00	-
RAKE, TOOTH W/RAKE MOUNTING KI	40189	2/4/2000		AC	5	9/30/2005	1,113.00	1,113.00	-	1,113.00	1,113.00	-
TOP DRESSER 2500, TORO W JACK	40742	6/14/2000		AC	10	9/30/2010	7,363.00	7,363.00	-	7,363.00	7,363.00	-
MOWER, TORO GROUNDSMASTER MDL#	40831	7/12/2000		AC	10	9/30/2010	15,386.15	15,386.15	-	15,386.15	15,386.15	-
GOLF CART, CLUB CAR TURF 2 W/D	41649	2/15/2001		AC	10	9/30/2010	7,122.00	6,765.90	356.10	7,122.00	7,122.00	-
MOWER, TORO GREENMASTER 3100 W	41928	2/26/2001		AC	10	9/30/2010	17,667.00	16,783.65	883.35	17,667.00	17,667.00	-
MOWER, TORO GREENMASTER 3100 W	41929	2/26/2001		AC	10	9/30/2010	17,667.00	16,783.65	883.35	17,667.00	17,667.00	-
TRACTOR, JOHN DEERE 5320 W/D	42855	9/30/2001		AC	10	9/30/2010	26,888.89	25,544.45	1,344.44	26,888.89	26,888.89	-
GRINDER, FOLEY ACCU-PRO 630 SP	43050	1/9/2002		AC	10	9/30/2010	18,450.00	15,682.50	1,537.50	17,220.00	17,220.00	1,230.00
AERATOR, TURF 686 (78 TOWED)	44089	8/14/2002		AC	10	9/30/2010	5,430.00	4,615.50	452.50	5,068.00	5,068.00	362.00
SAND PRO, TORO 3020 W/TOOTH RA	44090	8/14/2002		AC	10	9/30/2010	10,008.00	8,506.80	834.00	9,340.80	9,340.80	667.20
SPIKER, TORO W/O CYLINDER FOR	44116	8/14/2002		AC	10	9/30/2010	2,276.00	1,934.60	189.67	2,124.27	2,124.27	151.73
BLOWER, DEBRIS CYCLONE 1000 FO	44117	8/14/2002		AC	10	9/30/2010	2,192.00	1,863.20	182.67	2,045.87	2,045.87	146.13
SPREADER, LELY FERTILIZER MDL	44119	8/21/2002		AC	10	9/30/2010	2,350.00	1,997.50	195.83	2,193.33	2,193.33	156.67
SPRAYER, TORO MULTI PRO 5600 W	44272	9/23/2002		AC	10	9/30/2010	28,283.00	24,040.55	2,356.92	26,397.47	26,397.47	1,885.53
THATCHING REEL FOR TORO 6500D-	44344	9/25/2002		AC	10	9/30/2010	1,131.00	961.35	94.25	1,055.60	1,055.60	75.40
THATCHING REEL FOR TORO 6500D-	44345	9/25/2002		AC	10	9/30/2010	1,131.00	961.35	94.25	1,055.60	1,055.60	75.40
THATCHING REEL FOR TORO 6500D-	44346	9/25/2002		AC	10	9/30/2010	1,131.00	961.35	94.25	1,055.60	1,055.60	75.40
THATCHING REEL FOR TORO 6500D-	44347	9/25/2002		AC	10	9/30/2010	1,131.00	961.35	94.25	1,055.60	1,055.60	75.40
THATCHING REEL FOR TORO 6500D-	44348	9/25/2002		AC	10	9/30/2010	1,131.00	961.35	94.25	1,055.60	1,055.60	75.40
EDGER, EDGE PRO MODEL 200	44349	9/13/2002		AC	10	9/30/2010	2,995.00	2,545.75	249.58	2,795.33	2,795.33	199.67
MOWER, TORO GREENSMASER 3150/	46248	11/8/2003		AC	10	9/30/2010	18,495.00	12,021.75	1,541.25	13,563.00	13,563.00	4,932.00
MOWER, TORO GREENSMASER 3150	46249	11/6/2003		AC	10	9/30/2010	18,495.00	12,021.75	1,541.25	13,563.00	13,563.00	4,932.00
SPREADER,LESCO HPS 125	47865	6/24/2005		AC	10	9/30/2010	3,057.79	1,681.78	254.82	1,936.60	1,936.60	1,121.19
TANK, 2000/GAL CONTNMENT BASIN	51149	7/30/2007		AC	10	9/30/2010	1,112.50	389.37	92.71	482.08	482.08	630.42
TANK, 2000/GAL CONTNMENT BASIN	51150	7/30/2007		AC	10	9/30/2010	1,112.50	389.37	92.71	482.08	482.08	630.42
GROUNDSMASTER 4500-D	52288	6/17/2008		AC	10	9/30/2010	43,270.85	10,817.71	3,605.91	14,423.62	14,423.62	28,847.23
GROUNDSMASTER 4500-D	52289	6/17/2008		AC	10	9/30/2010	43,270.85	10,817.71	3,605.91	14,423.62	14,423.62	28,847.23
REELMASTER 5510	52290	6/17/2008		AC	10	9/30/2010	39,711.90	9,927.98	3,309.32	13,237.30	13,237.30	26,474.60
REELMASTER 5510	52291	6/17/2008		AC	10	9/30/2010	39,711.90	9,927.98	3,309.32	13,237.30	13,237.30	26,474.60
TRUCKSTER, TORO WORKMAN 3200	52292	6/17/2008		AC	10	9/30/2010	15,451.61	3,862.90	1,287.64	5,150.54	5,150.54	10,301.07
TRUCKSTER, TORO WORKMAN 3200	52293	6/17/2008		AC	10	9/30/2010	15,451.61	3,862.90	1,287.64	5,150.54	5,150.54	10,301.07
TRUCKSTER, TORO WORKMAN 3200	52294	6/17/2008		AC	10	9/30/2010	15,451.61	3,862.90	1,287.64	5,150.54	5,150.54	10,301.07
GREENSMASER 3150	52295	6/17/2008		AC	10	9/30/2010	22,670.15	5,667.54	1,889.18	7,556.72	7,556.72	15,113.43
GREENSMASER 3150	52296	6/17/2008		AC	10	9/30/2010	22,670.15	5,667.54	1,889.18	7,556.72	7,556.72	15,113.43
SAND PRO 5040	52297	6/17/2008		AC	10	9/30/2010	15,355.92	3,838.98	1,279.66	5,118.64	5,118.64	10,237.28
SPIKER, TORO	52298	6/17/2008		AC	10	9/30/2010	2,603.84	650.96	216.99	867.95	867.95	1,735.89
FINISH GRADER, TORO	52299	6/17/2008		AC	10	9/30/2010	1,691.39	422.85	140.95	563.80	563.80	1,127.59
PRO PASS 180 W/TWIN SPINNER	52300	6/17/2008		AC	10	9/30/2010	12,699.00	3,174.75	1,058.25	4,233.00	4,233.00	8,466.00
FAIRWAY DRAG SYSTEM	52311	6/19/2008		AC	10	9/30/2010	1,695.00	423.75	141.25	565.00	565.00	1,130.00
FAIRWAY DRAG SYSTEM	52312	6/19/2008		AC	10	9/30/2010	1,695.00	423.75	141.25	565.00	565.00	1,130.00
GROOMING BRUSH, ELECTRIC	52402	7/22/2008		AC	10	9/30/2010	2,725.00	681.25	227.08	908.33	908.33	1,816.67
DUMP TRAILER, HYDRAULIC	53451	2/3/2009										



Manatee County

R.B. "Chips" Shore

Clerk of the Circuit Court and Comptroller

P.O. Box 25400 • Bradenton, Florida 34206 • (941) 749-1800 • FAX (941) 741-4082 • www.manateeclerk.com

August 24, 2011

TO: Pope Golf LLC
7280 Leewynn Drive
Sarasota FL 34240

FROM: Clerk of Circuit Court
Board Records Department
Nancy Harris
P. O. Box 25400
Bradenton, FL 34206

SUBJECT: **First Amendment to Franchise License Agreement
Manatee County and Buffalo Creek Golf Courses**

Approved: In open session by the Board of County Commissioners, Manatee
County, Florida on August 23, 2011.

cc: Melissa Assha, Purchasing
njh

"Pride in Service with a Vision to the Future"

Clerk of Circuit and County Court - Clerk of Board of County Commissioners - County Comptroller, Auditor and Recorder

MEMORANDUM



Financial Management Dept
Purchasing Division
1112 Manatee Ave W, Ste 803
Bradenton, FL 34205

MANATEE COUNTY FLORIDA

Phone: 941.749.3014
Fax: 941.749.3034
www.mymanatee.org

To: Board Records, Clerk of the Circuit Court
From: Melissa Assha, Contracts/Buyer Manager, Purchasing Division
Date: August 12, 2011
Subject: Consent Agenda – Clerk's Consent Calendar

[Handwritten signature] 8/12/11

The attached Addendum is forwarded for inclusion in an upcoming Board of County Commissioner Consent Agenda, Clerk's Consent Calendar.

Authority to execute addendum per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective August 10, 2009.

Instruction to Board Records:

Original to Board Records, and to:

Pope Golf, LLC, 7280 Leewynn Drive, Sarasota, FL 34240

Should you have any questions, please call Melissa Assha at ext. 3056.

RECEIVED

AUG 19 2011

BOARD RECORDS

ACCEPTED IN OPEN SESSION

AUG 23 2011

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Enclosure:
Addendum #1 (two originals)

Susan Romine

From: Chips Shore
Sent: Friday, August 12, 2011 12:56 PM
To: melissa.assha@mymanatee.org; Keith Pope; Dan Wolfson; dan.schlandt@mymanatee.org; robert.eschenfelder@mymanatee.org; Susan Romine; cindy.turner@mymanatee.org; mike.whelan@mymanatee.org
Cc: Caleb Grimes (cgrimes@grimesgoebel.com); Ed Hunzeker (Ed.Hunzeker@mymanatee.org)
Subject: RE: Final Update - Manatee County Golf Properties

Melissa you have done an outstanding job. Thanks.

I approve of the amendment as it stands and thank you for allowing us to add the language in the addendum.

As I understand the addendum has been signed by Mr. Pope and will be on the consent agenda this coming Tuesday for the Manatee County Board of Commissioners. I further understand you will be signing the agreement and delivering it to Mr. Pope.

Once again thank you for a professional job well done.

Chips Shore

**Manatee County Clerk of Circuit Court and Comptroller
941-749-1800
url: www.Manateeclerk.com**

"Pride in Service with Vision to the Future"

From: melissa.assha@mymanatee.org [mailto:melissa.assha@mymanatee.org]
Sent: Friday, August 12, 2011 12:00 PM
To: Keith Pope; Chips Shore; Dan Wolfson; dan.schlandt@mymanatee.org; robert.eschenfelder@mymanatee.org; Susan Romine; cindy.turner@mymanatee.org; mike.whelan@mymanatee.org
Subject: Final Update - Manatee County Golf Properties

Mr. Pope, President of Pope Golf, LLC, and I have discussed the concern that was brought to Mr. Shore earlier today by Mr. Pope and his legal representatives.

It has been concluded that the First Amendment to the Franchise License Agreement stands as it is written and **we will now proceed** to engage in a successful contractual relationship in accordance with the terms and conditions of the Agreement in its entirety, including any and all Amendments.

This Amendment and the License Agreement have both been executed by Mr. Pope. I will need to execute them on behalf of the County, which I plan to take care of this afternoon. Mr. Shore has expressed his approval of the Amendment.

Mr. Pope will inform his legal counsel of his acceptance of the entire Agreement.

I want to thank everyone for their assistance in perfecting the Agreement by way of Amendment. If there are questions or concerns, please do not hesitate to call.

Melissa

FRANCHISE LICENSE AGREEMENT

between

MANATEE COUNTY

and

POPE GOLF, LLC

for

OPERATIONS MANAGEMENT AND MAINTENANCE OF PROPERTIES AT MANATEE COUNTY GOLF COURSE AND BUFFALO CREEK GOLF COURSE

This Franchise License Agreement, made and entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and POPE GOLF, LLC, whose address is 7280 Leewynn Drive, Sarasota, Florida 34240, hereinafter referred to as "LICENSEE."

WHEREAS, the COUNTY has Golf Courses at Manatee County Golf Course, 6415 53rd Avenue West, Bradenton, Florida 34210 and Buffalo Creek Golf Course, 8100 69th Street East, Palmetto, Florida 34222 as shown in the attached Exhibit "A", Site Plan; and

WHEREAS, the COUNTY has solicited competitive proposals for operations and maintenance of golf courses pursuant to Manatee County Request for Proposal No. 11-0481BG (hereinafter RFP), and has successfully negotiated this Agreement with the successful proposer; and

WHEREAS, the LICENSEE, possesses the financial, legal, technical and experiential resources to enable it to fully perform the obligations contained herein; and

WHEREAS, Manatee County Code 2-24-11 authorizes the County Commission to grant this Franchise License Agreement, hereinafter referred to as "Agreement".

NOW, THEREFORE, in consideration of the mutual covenants, provisions, terms, promises, and conditions contained herein, the parties agree as follows:

ARTICLE 1

PURPOSE/GRANT OF LICENSE AGREEMENT

To enhance and promote Manatee County as a unique community and provide for the comfort in and enjoyment of the use of Manatee County and Buffalo Creek Public Golf Courses by its patrons, the COUNTY hereby grants unto the LICENSEE the right and privilege to provide the County with exclusive golf course operations management and maintenance services in accordance with the terms, conditions and limitations of this Agreement.

It is intended that LICENSEE increase public access and maintain competitive public golfing rates while improving building and land conditions at the Manatee County and Buffalo Creek Golf Courses. LICENSEE shall make improvements to the grounds and in the existing buildings depicted in Exhibit "A". Improvements will provide visual upgrades and promote play at these municipal courses, while providing a high quality, public golfing experience consistent with first class public facilities nationwide.

This Agreement and the rights and privileges granted to LICENSEE hereunder for full operations management and maintenance of public golf courses includes the sale of food and beverages and retail items and rental of specified equipment and are exclusive except as follows:

- 1) The COUNTY'S periodic authorization, via Special Event Permit, of the use of the golf course or allowing the use of the golf course by others, for the purpose of holding and conducting special events including the vending of food and beverages which may be in direct or indirect competition with the LICENSEE'S right to vend food and beverages as provided under this Agreement. The COUNTY shall provide reasonable notice to LICENSEE regarding the authorization of special events. No more than four (4) special events will be authorized in a calendar year without agreement of the parties.
- 2) Except as specifically provided for herein with respect to the LICENSEE'S use and operation of the Properties under this Agreement, the COUNTY shall at all times continue to retain and have the unqualified right to make any and all determinations concerning or relating to the Properties. COUNTY agrees to consult with LICENSEE prior to making such determinations.

ARTICLE 2

AUTHORIZED USE OF PROPERTY

As used herein, the Properties are those lands and buildings at Manatee and Buffalo Creek Golf Courses depicted in Exhibit "A", Site Plan attached hereto and made a part hereof.

The Properties shall be used only for the purpose of operating a golf course and for purposes normally incidental to the operation of golf courses and for no other purposes without the express written consent of COUNTY.

The Clubhouse shall be used only by patrons of the golf courses for normal golfing activities and shall not be used as a private club or meeting place without written consent of the COUNTY. The display, sale, storage and repair of golf merchandise and equipment shall be confined to the pro shop, workshop and/or storage room as appropriate.

The offering of products, services or advertising shall be evaluated by COUNTY for their appropriateness and potential adverse effect on the environment, the community, and the customers. The LICENSEE reserves the right to refuse permission for tournaments to be conducted by businesses, groups or organizations associated with subjects that conflict with the Parks and Recreation Department's mission of providing recreational opportunities to children and families, or are otherwise inconsistent with the LICENSEE'S business reputation.

Authorized COUNTY employees, representatives, contractors or agents shall have the right to come on to the Property, including all existing easements and rights of way, at all times for any COUNTY business reason. COUNTY shall minimize disruption to the LICENSEE by giving at least twenty-four (24) hours notice whenever possible.

ARTICLE 3

COMPENSATION

As compensation to the COUNTY, the LICENSEE shall pay the COUNTY the annual guaranteed percentage of total combined gross revenues, as indicated below. Payment shall occur in monthly base payments as of the twentieth (20th) business day of the following month (the Due Date), with interest accruing after ten (10) calendar days. The total annual payment will be adjusted if necessary following the annual audit.

	<u>2011/2012</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
% of Revenue					
Manatee	10	10	20	20	20
Buffalo Creek	10	10	15	20	20

In addition to the above, LICENSEE shall pay to COUNTY ten percent (10%) of gross food and beverage receipts under \$25,000 per month and twelve percent (12%) of gross food and beverage receipts exceeding \$25,000 per month.

In addition to applicable sales tax, the LICENSEE shall be solely responsible for any ad valorem, rental or similar taxes levied upon the LICENSEE'S equipment or activities arising from this Agreement. LICENSEE shall pay all such taxes directly to the entity or agency assessing the taxes, unless COUNTY is required by law to collect and remit such taxes. LICENSEE shall provide COUNTY with documentation evidencing the payment of any and all taxes paid directly to the entity or agency collecting the taxes.

In the event LICENSEE fails to pay COUNTY any of the fees or charges due under the provisions of this Agreement, interest at one and one half percent (1 ½ %) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision, nor its implementation, shall preclude the COUNTY from terminating this Agreement for default, beginning procedures to collect on the performance bond, or pursue any other remedies as provided herein or by law. The COUNTY'S acceptance of late payment of any fees or charges shall not constitute a waiver of COUNTY'S right to terminate this Agreement in the event of any subsequent default by LICENSEE in the payment of any fees or charges on the date the same shall be due and payable.

ARTICLE 4

PAYMENT

LICENSEE shall remit monthly payments, fees and charges in the form of an Automatic Clearinghouse (ACH) remittance to the bank account of the Board of County Commissioners of Manatee County, Florida, on or before the due dates specified in Article 3, Compensation. Notification of the total ACH wire amount, the underlying compensation amounts which comprise it, the ACH confirmation number and the settlement date must be provided by the LICENSEE to the COUNTY by e-mail or fax to the Director of Parks and Recreation or designee specified in Article 20, Notices. The bank account number and ACH remittance instructions will be separately provided by the Clerk of the Court, after this agreement has been executed.

ARTICLE 5

CASH HANDLING REQUIREMENTS

LICENSEE shall provide, operate and maintain point of sale, reservations and tee time computer systems to record all transactions. Daily Point of Sale (POS) system transactions shall be dated and number referenced and kept as a permanent record for a period of at least five (5) years. The proper functioning and maintenance of the POS system is the responsibility of the LICENSEE. In the event of a need for repair of a POS system, such repair shall be required to occur within a forty-eight (48) hour period, excluding weekends, to assure accountability and proper recordkeeping.

All cash registers and devices used in recording sales to customers shall have a non-resettable grand total that accumulates each transaction entered into the device. LICENSEE shall provide sales receipt to customers for all goods and services sold. No register or device in which cash sales are recorded and deposited may be opened without recording the date and the time of said opening. Cash register or device drawers must be kept closed at all times except when sales are made, change is made, or routine audits are conducted.

Cash registers must have sufficient keys for proper segregation of transactions and meet generally accepted accounting principles and cash control.

All persons handling sales shall promptly record said sales (cash or credit) in cash registers and other electronic or mechanical devices immediately upon sale to each paying customer and shall not delay or "gang" register or record such sales.

ARTICLE 6

REPORTS, RECORDS, AUDIT

LICENSEE shall provide a monthly financial accounting report including tee sheet reconciliations and gross receipts for each of the revenue categories as delineated in the Pro Forma submitted by Pope Golf, LLC as depicted in Exhibit "B". The report shall be applicable to the month for which payment is being made. This report shall be signed by an officer of the LICENSEE certifying to the accuracy of the report and gross receipts.

LICENSEE shall submit quarterly balance sheet reports for each Property as well as all monthly QuickBooks, Xero or similar accounting software reports with the EZ Links data integrated into the report for the current quarter, subject to approval of the COUNTY.

LICENSEE shall, at its own expense, submit an annual report to the COUNTY, prepared in accordance with auditing standards adopted by the American Institute of Certified Public Accountants. An independent Certified Public Accountant licensed by the State of Florida shall attest to the accuracy of Quarterly Reports and subsequent gross receipts per month arising from the LICENSEE'S operations under this License Agreement.

LICENSEE shall provide an Annual Profit and Loss Statement, including a balance sheet and an income statement to the COUNTY for each calendar year or portion thereof that this Agreement is in effect. The report shall be submitted by June 15th of each calendar year during the term and within ninety (90) calendar days of the termination of this Agreement.

LICENSEE shall maintain, during the term of this Agreement, all books of account, reports, and records customarily used in this type of operation and such records as are necessary to document LICENSEE'S activities pursuant to this Agreement and all monies collected by LICENSEE in its operations under this Agreement, including but not limited to gross receipts. The form of all such records, tapes, books, ledgers, journals, sales slips, and invoices, installed or to be used for recording the operations of the LICENSEE under this Agreement shall be subject to the written approval of the COUNTY prior to commencement of operations. The COUNTY shall not modify reports and records requirements to be provided by LICENSEE, unless agreed to by the parties or required by law.

The term "gross receipts" as used in this Agreement means all monies paid or payable to or consideration of determinable value received by the LICENSEE for sales made, transactions had, or for services rendered from all sources in the operation of the under this Agreement regardless of when or where the order is received or the goods delivered or services rendered, whether paid or unpaid, whether for cash or on a credit basis or in consideration of any other thing of value; provided, however, that any sales taxes imposed by law directly payable by the LICENSEE to a taxing authority and sales refunds may be excluded therefrom.

The LICENSEE shall allow the COUNTY or the COUNTY'S auditors to inspect and examine all documents used in the compilation of the aforesaid reports at such reasonable times as may be required by the COUNTY. Records shall be available Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m. at a location within Manatee County.

All records, including tax returns and tax reports, of the LICENSEE necessary to verify any report referred to herein shall be available to the COUNTY and the COUNTY'S auditors at a reasonable location in Manatee County for a period of five years after the end of the Agreement including any extensions thereof.

LICENSEE shall cooperate with and provide the COUNTY, or its duly authorized representative, with any additional information or reports concerning its activities, income, revenues, expenses, and disbursements on request. The LICENSEE shall keep and maintain an accurate accounting system in accordance with Generally Accepted Accounting Principles.

ARTICLE 7

TERM AND RENEWAL

The initial term of this Agreement is five (5) years beginning at 12:01 a.m. on the 15th day of August, 2011 (herein the "effective date"), and ending at 11:59 p.m. on the 14th day of August, 2016, unless this term is earlier terminated as herein provided.

Provided there has been no default under this Agreement by LICENSEE prior to the expiration of the initial term, LICENSEE may, by written notice to the COUNTY at least 120 days before the end of the initial term, request renewal for a second five-year term. Unless the COUNTY exercises its right not to renew, the Agreement shall renew automatically.

In lieu of automatic renewals set forth in the preceding paragraph, the COUNTY may elect to provide LICENSEE with a renewal option to include a revised license fee proposal, which if accepted by LICENSEE shall result in renewal for an additional five (5) year term.

Provided that there has been no default of this Agreement by LICENSEE, and COUNTY has not given LICENSEE notice of intent to terminate, then, at the end of the second five-year term, LICENSEE may, by written notice to the COUNTY at least 120 days before the end of the second five-year term, request renewal of this Agreement, which again shall result in automatic five year renewal unless the COUNTY exercises its right not to renew.

Should LICENSEE fail to provide notice one hundred and twenty (120) days prior to the end of the term as required above, COUNTY shall make written demand upon LICENSEE and LICENSEE shall within seven (7) days thereafter advise COUNTY of LICENSEE'S desire to renew this Agreement. If LICENSEE should fail to respond within such seven (7)-day period, LICENSEE'S right to renew shall expire.

ARTICLE 8

BUILDINGS, STRUCTURES, EQUIPMENT: MAINTENANCE AND IMPROVEMENTS

LICENSEE shall take possession of the Properties in an as-is condition. In order to ensure a high standard of operation and maintenance is maintained, it is required that LICENSEE'S Corporate President, Keith Pope of Pope Golf, LLC provide active, on-site, hands-on management at the courses, driving ranges, pro shops and restaurants at the Properties a minimum of twenty (20) hours per week. Notwithstanding the foregoing, LICENSEE shall not be in violation of the twenty (20) hour presence requirement during such weeks where Mr. Pope is unavailable to perform work for LICENSEE, including periods of illness or where he is on vacation. LICENSEE shall provide reasonable advanced notice of such absence periods, which shall not exceed five (5) weeks per year absent prior approval of the COUNTY.

LICENSEE represents that prior to signing this Agreement, it has inspected all buildings and structures including all fixtures and equipment thereon and confirms it is fully familiar with the condition of the buildings and structures including all fixtures and equipment therein and accepts same "as is" for the purposes of performing under this Agreement. Further, LICENSEE shall protect the COUNTY'S buildings and structures including all fixtures and equipment through its exercise of continual maintenance and security.

Except for the equipment listed in Exhibit "C", LICENSEE shall provide all equipment to be used at the Properties needed to perform under this Agreement. LICENSEE shall bear the cost of all charges and expenses related to any and all maintenance in the equipment and improvements of the fixtures as shall be necessary for the LICENSEE'S performance of this Agreement. LICENSEE understands and agrees that COUNTY equipment is not to be removed from the Properties for use at other Properties being operated by LICENSEE.

LICENSEE agrees to provide, at its expense, a golf cart fleet no later than October 1, 2011. LICENSEE shall store and clean carts daily as well as provide proper cleaning of the cart storage facility. Washing and waxing must be performed in accordance with appropriate environmental guidelines.

So long as this Agreement shall be in effect, LICENSEE shall, except as otherwise provided herein, maintain the buildings and structures in good order and repair with no signs of visual or structural damage. Further, LICENSEE shall keep the fixtures and equipment in a clean and functioning condition at all times with no signs of visual or structural damage. This obligation is subject to reasonable interruption or delay due to weather or other unforeseen circumstances and includes, but is not limited to:

- a. Maintenance, cleaning and upkeep of the patios, walkways, golf shops, and golf shop offices, cart barn storage areas, the restaurants, golf course grounds, designated storage areas, parking lots, all outbuildings and all areas designated on Exhibit "A".
- b. Providing clean and well stocked restrooms at all times.
- c. Contracting and arranging for the removal of all garbage at all receptacles throughout the Properties, to include the furnishing of at least one dumpster of adequate size at each property and providing for regular emptying of same.
- d. Providing additional trash and recyclables collection receptacles around the perimeter of the buildings and transferring trash generated by the service's operations to the dumpsters on an as needed basis. Dumpster enclosure doors must be kept closed. Trash receptacles located in areas exposed to the public must be kept clean and stain free and not permitted to overfill.
- e. Procuring existing Pro Shop inventory from COUNTY at cost. Future inventory shall be of the quality and quantity consistent with the operation to professionally run a well maintained pro shop.
- f. Procuring existing sealed and unopened chemical and pesticide inventory from COUNTY at cost.
- g. Maintaining and replacing, as needed, all COUNTY owned internal fixtures, such as ceilings, walls, decorations, furnishings, lighting and floor coverings and any showcases, racks, other display and sales fixtures, including property identification and signage.
- h. Maintaining all lakes on the Properties including the provision of algae control.
- i. Providing all utility services to the Properties including water, reclaimed water, electric, telecommunications, etc.
- j. Providing all plumbing, HVAC and electrical repair, maintenance, or upgrades pertaining to all buildings on the Properties.

- k. Providing and maintaining adequate fire protection and inspections and maintenance, as required, including kitchen hood systems, sprinkler systems and fire extinguishers in compliance with all applicable fire or building code requirements.
- l. Assuring that all food and beverage storage and preparation equipment, including but not limited to stoves, dishwashers, refrigerators, ice machines and sinks are provided and maintained.
- m. Providing all interior and exterior maintenance and repair of the Properties, including but not limited to: replacement of all light bulbs and fixtures, all doors, door closures, locks, windows, floors and floor coverings, vent fans, exhaust fans, walkways, plant beds.
- n. Providing, installing, and maintaining all landscaping on the Properties.
- o. Providing, replenishing and collecting driving range golf balls daily.
- p. Providing routine monthly pest control and annual termite inspections of the Properties.
- q. Ensuring compliance with Florida law concerning smoking in places of public accommodation.
- r. Continue to ensure compliance with Americans with Disabilities Act requirements concerning places of public accommodation.
- s. Ensuring all staff act professionally, are clean, well groomed, uniformed and trained to high standards of professionalism and customer service. Uniforms must be apparel that is acceptable to the COUNTY.
- t. Providing and ensuring the monthly replacement of filters in all air conditioning units.
- u. Cleaning and draining the septic system, if applicable.
- v. Maintaining the grease trap including necessary pump down service.
- w. Providing annual inspection and preventative maintenance of air conditioning systems.
- x. Securing annual inspections of the hot water system.

- y. Provide security systems maintenance and monitoring.
- z. Provide and keep current all MSDS information for all hazardous materials and require mandatory training for all staff at least once per annum.

All new equipment, furnishings, repairs and improvements provided by LICENSEE shall meet and comply with the requirements of all applicable building, fire, restaurant, pollution, and other applicable codes.

All maintenance, service, and inspections shall be completed by qualified personnel and in compliance with manufacturer guidelines, and state and local laws as applicable.

LICENSEE will maintain records of all maintenance and inspections completed. These records will be made available to the COUNTY upon request.

COUNTY'S obligation to provide structural repairs is limited to the repair of the existing foundation, walls and roof and the existing portions of the electrical, plumbing and mechanical system within such foundation, walls and roof.

ARTICLE 9

MAINTENANCE OF COURSES, GREENS AND FAIRWAYS

LICENSEE shall furnish all labor, materials, supplies, and equipment to maintain the Properties to the highest quality of maintenance possible in accordance with the parameters contained herein.

Areas of golf course maintenance include: equipment maintenance buildings, greens, tees, approaches, collars, fairways, roughs, golf cart paths, driving ranges, practice areas, lakes, water hazards, sand and grass bunkers, clubhouse and golf course grounds, along entrance roadways, parking lots, right of ways and medians.

LICENSEE shall furnish all labor and supervision to professionally maintain and improve upon the existing courses in accordance with the terms and conditions of this Agreement. This work force will include a Golf Course Superintendent trained by the Golf Course Superintendent Association of America (GCSAA).

LICENSEE shall perform all functions essential to providing quality playing conditions including mowing, cup changing, tee marker management, grooming, seeding, and topdressing.

LICENSEE shall develop and perform necessary turf management programs and actions to maintain and improve course conditions.

LICENSEE is responsible, at its own cost, for both materials and labor for the immediate repair of any damage to the Properties that is caused by LICENSEE or the LICENSEE'S negligence. Repairs will be made in a manner which restores the damaged area to the original condition or better. Irrigation systems will be repaired and maintained by LICENSEE.

LICENSEE shall assign a golf course superintendent who possesses the educational background and experience necessary to provide ongoing maintenance programs. The onsite superintendent shall have at least three (3) years supervisory experience in Golf Course Maintenance Management in warm season turf grass environments.

LICENSEE shall retain personnel approved as Certified Florida Lawn and Ornamental Pesticide applicators licensed by the Florida Department of Agriculture and Consumer Services. Application of pesticides on the Properties shall be performed only under the supervision of licensed pesticide applicators and in accordance with label guidelines to keep the Properties weed and insect free and prevent outbreaks of pests. LICENSEE shall utilize both curative and preventative control measures using the most appropriate products available.

LICENSEE shall be responsible for the implementation of an Integrated Pest Management program (IPM) for all playing areas of the Properties including roughs by regular monitoring, problem and potential problem identification, preventative measures, diagnosis and treatment. All greens will be inspected daily for the presence of pests, fire ant mounds, insects and fungus and treated as required to successful control and eliminate the problem areas.

LICENSEE shall be responsible for aquatic weed control and will keep all bodies of water free from unwanted aquatic plant life such as algae, hydrilla plankton and all litter and trash. All water hazards are to be staked or painted with correct color indicator.

LICENSEE will be responsible for moving the cups and tee markers and repairing ball marks routinely in accordance with best practices. In addition, divot buckets will be filled and the ball washers checked for clean towel and soap solution daily. Ball washer soap shall be changed at least once per week.

LICENSEE will maintain the natural areas within the boundaries of the play areas. These areas are to be kept free of fallen limbs, sucker growth, undesirable vegetation and weeds. LICENSEE will be responsible for pruning any plant material and clearing debris that obstructs the cart paths throughout the Properties. All cart paths will be kept clean and shall be edged monthly during the active growing season and as needed the remainder of the year. Standing water issues and breaks on cart paths will be promptly corrected by LICENSEE. LICENSEE is responsible for maintenance of the chain link fence and ditch on the northern perimeter of the Manatee Golf Course. LICENSEE will provide all necessary signage for cart traffic and driving ranges and ensure cart traffic signs are moved to reduce damage to heavy traffic areas.

LICENSEE shall mow the greens every day at a height of cut between .140 - .175 dependent upon season. Greens shall be smooth and should be maintained to achieve at least an '8' stimp meter reading. The integrity of the original size of greens shall be maintained and will be double cut and rolled as needed. Growth regulators will be utilized as necessary in the summer months when excessive rainfall is predicted. Greens will be aerified as needed to provide the soil with proper air, water and soil ratio for healthy putting surfaces. Two conventional core aerifications (2" deep on 2" centers) coupled with one deep tine aerification during the summer months will be performed annually. Spiking of all greens shall be performed between aerifications to maintain proper water infiltration. Greens will be vertically mowed every two weeks during growing season to promote quality putting surfaces. A deeper verticutting will be accomplished following aerifications in two to three directions to promote healing on the putting surfaces. Spiking the greens will be performed during summer months to prevent algae buildup and maintain proper water infiltration.

Tees will be mowed three times per week. A mowing height of .500 will be maintained. No more than 33% of leaf surface will be removed at any one mowing. The integrity of the original size and design of tees shall be maintained. Tees will be core aerified two times minimally during the year with a conventional aerifier to alleviate compaction. Tees will be vertically mowed in conjunction with aerification. The frequency of vertical mowing will adjust should playing areas begin to become 'spongy'.

Fairways, approaches and collars will be mowed three times per week during the active growing season and two times per week the remainder of the year. Height of cut between .425 - .600 will be maintained. Dependent upon weather conditions during the warm months and seeding in the cooler months, this frequency may need to increase. No more than 33% of leaf surface will be removed at any one mowing. The integrity of the original size of the fairways shall be maintained. Fairways will be aerified at least once during the summer months to alleviate compaction. Supplemental aerifications will be done on the heavily compacted areas and may be accomplished with a deep tine aerifier. Fairways and roughs will be vertically mowed or scalped, if necessary, on order to prevent matting and/or the buildup of thatch.

Topdressing on the greens will occur with verticutting and spiking and aerification operations every two weeks during active growing season. In addition, greens will be dusted with topdressing during the interseeding period.

Tee and Green Slopes and Roughs will be mowed weekly during the active growing season and as needed the balance of the year. A height of cut of 1¼ inch to 2 inches will be maintained as appropriate for the season.

LICENSEE shall fertilize greens and tees at a rate of no more than 1 pound of nitrogen per month with an analysis or ratio of Nitrogen (N), Phosphorus (P), and Potassium (K) determined by oil and tissue testing. Only "mini prill" and materials specifically used on putting surfaces will be used. Minor nutrients will be applied as a foliar application in addition to what is available in the granular fertilizer. Only fertilizer specifically formulated for putting greens shall be applied.

Fairways, irrigated roughs, and slopes will be fertilized with 6 to 8 pounds of Nitrogen annually (four with pre emergent herbicide/granular or liquid applications).

Dolomite lime applications in conjunction with aerification will be used as necessary to assist in keeping the pH at a desirable level.

Bunker Maintenance will include mechanical raking five times per week and spot hand raking the remaining two days per week. Edging will be performed monthly and mowing of bunker faces shall occur weekly to ensure a manicured appearance. Additional sand will be added as needed to maintain an average of at least a depth of four inches in all parts of the bunker.

In the event the COUNTY at any time determines that any portion of the Properties are in immediate jeopardy of sustaining harm due to a maintenance failure on the part of LICENSEE, COUNTY may employ whatever means necessary to manage the issues. The costs of that action shall be submitted to LESEE and payable to the COUNTY.

ARTICLE 10

CAPITAL INVESTMENT BY LICENSEE

The capital improvements and repairs identified in order of priority in Exhibit "D" shall be completed by LICENSEE within the time frames set forth therein. LICENSEE shall set aside and monthly pay to the COUNTY reserve funds.

The schedule of reserves LICENSEE shall set aside for each year of the Agreement is the guaranteed percentage of gross revenue to fund capital investments as follows:

	<u>2011/12</u>	<u>2012/13</u>	<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>
Capital Reserves:					
%: Manatee	17	10	5	5	5
%: Buffalo Creek	15	15	10	5	5

The renewal of this Agreement for any additional terms shall be subject to an adjustment in the percentage of gross revenues for each year for each Property. Except as provided herein, all terms and conditions in this Agreement shall apply to any additional terms.

The capital improvements identified as requiring completion in the first year of the Agreement must be completed within the first one hundred eighty days (180) days of Agreement commencement. Unless an emergency is declared by LICENSEE and agreed to by COUNTY, LICENSEE will cause to have accumulated a minimum of \$125,000 in reserves. Once achieved, this minimum amount shall be in emergency reserve for the life of this Agreement. LICENSEE agrees that once green replacement is accomplished (within the first three (3) years of this Agreement), no more than \$350,000 will be held in reserve for CIP and all funds in excess of this amount will become part of the monthly compensation to the COUNTY. The retention and distribution of all CIP funds shall at all times rest with and be at the discretion of COUNTY and will be dispersed by the COUNTY for those purposes relative to and for the Golf Course Property that the COUNTY feels are in the best interest of the residents of Manatee County.

The LICENSEE shall be solely responsible for ensuring the safety of its staff and customers during the periods in which improvements are occurring.

The LICENSEE shall be solely responsible for insuring, maintaining, repairing, and replacing LICENSEE'S improvements during the entire term of the Agreement and any extensions thereof.

LICENSEE shall provide annual recommendations to the COUNTY regarding capital improvements necessary for the enhancement of the Properties. Exhibit "D" shall be reviewed annually and re-prioritized, modified and/or added to as mutually agreed. LICENSEE shall obtain the written approval of the COUNTY, in advance, for any capital improvements, all of which shall become COUNTY owned assets upon completion of the project or termination of the Agreement, whichever comes first. All improvements and all new equipment shall meet federal, state, county and local laws.

The LICENSEE is responsible for applying for and paying all costs of any required permits. The LICENSEE shall submit sealed architectural plans for all construction or renovation projects which include details on any affected plumbing, electrical, mechanical or other required utility system, including floor plan and material specifications for COUNTY approval prior to beginning any construction or alterations. For all projects, LICENSEE shall be required to provide specifics such as timelines, critical paths, methods of construction, approval of plans, amenities, signage, color schemes, advertising, total cost, amortization period for the improvements and other information deemed relevant by the County. The LICENSEE shall pay for all charges for labor, services and materials used in connection with any improvements or repairs to the facility undertaken by the LICENSEE.

All such additions, improvements and fixtures except movable equipment and inventory shall become the property of the COUNTY upon completion and remain in and/or on the facility and be surrendered upon termination of the Agreement. Any construction liens against the facility, Contractor's license, or the land and buildings arising out of work performed by or for the LICENSEE are expressly prohibited. In the event of the filing of any claim of lien, LICENSEE shall promptly satisfy same or transfer it to a bond. LICENSEE shall in any event, protect the COUNTY'S interest in underlying real estate and shall hold COUNTY harmless against any such claims.

LICENSEE shall not allow activities in the facilities which are prohibited by federal, state or local laws, rules, regulations or ordinances.

Notwithstanding any other provision of this Agreement, COUNTY reserves the right to take such action as may be required to maintain, repair, enhance and improve the Facilities where LICENSEE fails to do so. Any work required as the result of LICENSEE'S failure to comply with LICENSEE'S obligations under this Agreement shall be charged to LICENSEE provided COUNTY has advised LICENSEE in writing of the failure to comply and provided a reasonable time for cure. Any charges assessed against LICENSEE shall be due with LICENSEE'S next due monthly payment. Any work by COUNTY, or COUNTY'S agents shall not be undertaken without a minimum of fifteen (15) days advance notice to LICENSEE and shall be scheduled and provided in a manner that will not substantially interfere with LICENSEE'S use or enjoyment of the Facilities unless such work is required on an emergency basis to preserve the Facilities from imminent harm or correct an unsafe condition endangering the Public.

ARTICLE 11

LICENSEE'S PRODUCTS, OPERATIONS AND SERVICES

LICENSEE shall utilize a system and daily operating procedures to ensure accountability and provide financial results through regular reporting, forecasting and corporate oversight. LICENSEE shall operate all services related to the Properties in their entirety in compliance with the terms and conditions of this Agreement. LICENSEE shall offer high quality, competitively priced golf retail merchandise at the Properties. LICENSEE shall ensure that the food and beverage departments offer high quality products and at a reasonable price and submits to a high standard of customer service.

LICENSEE shall arrange for all procurement, as an operating expense of the golf courses, of all operating supplies, operating equipment, and services as deemed necessary and normal in the ordinary course of business to operate the golf courses.

LICENSEE shall furnish and maintain, at its sole cost, all equipment, fittings, furnishings and furniture necessary to conduct the business permitted hereunder including golf equipment, golf course maintenance equipment, sales displays, office equipment, carpeting, flooring, drapes, blinds, and light fixtures. At the termination or expiration of this Agreement, COUNTY shall own the aforesaid items. LICENSEE shall be responsible for all existing food and beverage operations through the transfer of the existing Agreement for concessions at each Property.

LICENSEE shall use the Manatee County Golf Course and Buffalo Creek Golf Course logos respectively on its merchandise in instances as appropriate for the term of the Agreement and any subsequent renewal periods.

LICENSEE shall provide the COUNTY with a list of any changes in the products or service and the maximum price that will be charged for each product or service as LICENSEE'S products and prices are from time to time amended. LICENSEE acknowledges that the COUNTY shall be entitled to set price ceilings on sale items deemed core to the Property's enjoyment by the Public. Such designations shall be made by the County Administrator or designee from time to time. During the first twelve (12) months of the Agreement, LICENSEE shall be required to maintain the current fee rate schedule. The County Administrator, or designee, retains the right to regulate green fees charged for using the golf courses.

LICENSEE shall offer discounted annual or seasonal passports for full-time residents of Manatee County as well as for any individual or group desiring to procure an annual membership as a full-time resident of Manatee County.

LICENSEE shall not sell any products that, in the opinion of the COUNTY, pose a safety hazard or health hazard or are inappropriate for sale or display in a publicly owned park.

The LICENSEE'S performance under this Agreement shall be in conformance with all rules, regulations, laws and ordinances which may be applicable to LICENSEE'S operations.

HOURS OF OPERATIONS. The Properties shall be in operation and open to the public, seven (7) days a week with the exception of Christmas Day. COUNTY may approve closing during periods of severe cold, rain events, hurricane warnings, maintenance events, greens installation or other extraordinary circumstances which may compromise course conditions. In such instances, LICENSEE shall make every reasonable effort to consult with COUNTY. LICENSEE shall not change the normal hours of operation without the written consent of COUNTY. The restaurants are expected to be open when the Pro Shop is open. The LICENSEE can, at its option, open the restaurant outside the operating hours of the Pro Shop. Driving Range hours are 7:00 a.m. to thirty (30) minutes before sundown daily with two partial days that are mutually agreed upon and prominently advertised with signage during the week needed for maintenance activities. All golf carts are required to be in their storage area within ten (10) minutes of sundown each day.

In order to ensure LICENSEE is able to assemble a team most qualified to perform the services required in this Agreement, while also attempting to minimize the negative impacts this Agreement will have on incumbent COUNTY golf course employees, LICENSEE agrees that when making hiring decisions in the first six (6) months of this Agreement, it shall attempt to provide preferential employment opportunities to COUNTY employees working for its golf courses on the effective date of the Agreement. The COUNTY shall, upon execution of the Agreement, provide a current list of such employees, and will facilitate advanced interviews with any of them as may be requested by LICENSEE prior to the effective date of the Agreement.

LICENSEE shall utilize the US Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed, subcontracted or otherwise assigned to perform work by LICENSEE pursuant to this Agreement for the duration of this Agreement, including any extensions thereof.

LICENSEE is encouraged to have an experienced General Manager on site who is a full-time qualified LPGA or Class "A" PGA current member in good standing for overseeing its operations at the Facilities. LICENSEE'S General Manager will have no other off site duties or responsibilities and will be physically available during reasonable operating hours. The General Manager shall be responsible for ensuring satisfactory performance, monitoring day to day operations and who will immediately, within twenty four (24) hours, report any noteworthy activities, problems and recommended solutions to the COUNTY. The General Manager shall oversee all golf course and food and beverage departments and be responsible for coordinating daily play and all golf programming.

This includes schedule of daily play, tournaments and outings, banquets and golf course cultural maintenance practice scheduling. The General Manager shall be an authorized representative of the LICENSEE and be entitled to act in all matters relating to the Services provided hereunder.

LICENSEE is encouraged to have a full-time LPGA or PGA credentialed Golf Teaching Professional at each property. LICENSEE and its hired management shall, in addition to their onsite duties, engage in community outreach including establishing relationships with local elected officials, the golfing community, and local residents, so as to ensure open lines of communications with these stakeholders, and to enhance the golf courses' status as a "good neighbor" in the community. Upon COUNTY'S request, the qualifications of any or all of LICENSEE'S management shall be submitted to the COUNTY.

LICENSEE shall provide, supervise and train competent personnel such as Assistant Golf Professionals, Starters, Rangers, Cart Attendants, Driving Range Attendants and Customer Service Representatives to aid in the operation of programs and sales, and qualified personnel skilled in restaurant, pro shop and golf course operations. LICENSEE must provide a staff member to answer customer and vendor inquiries seven (7) days a week (except when the Properties are authorized to be closed). LICENSEE shall maintain a sufficient number of personnel necessary to accomplish, on schedule, all work under this Agreement. The LICENSEE shall ensure all personnel are properly supervised at all times.

LICENSEE'S employees shall participate in and adhere to the provisions of the LICENSEE'S policy and procedure manual. Staff trainings shall include "greet all you meet" customer service training, new hire orientation and training, and continual education for maintenance staff.

LICENSEE'S staff shall provide exemplary customer service at all times to all golf course and restaurant customers. Employees shall be clean, well dressed, and friendly and shall have excellent interpersonal skills in person and on the telephone. Customer complaints and inquiries must be immediately and professionally dealt with as appropriate. All employees shall be attired in a clean uniform.

LICENSEE'S employees, agents, representatives, independent contractors, subcontractors, volunteers, or others involved in the maintenance or operation of the Facilities in contact with the public shall perform their duties in a safe, efficient and courteous manner. All of LICENSEE'S employees shall be distinctively uniformed or appropriately attired with name tags so as to be distinguishable as the LICENSEE'S employees and distinguished from the COUNTY Parks employees' attire.

LICENSEE shall post prominently on premises for view by the public, all fees except those fees which may be negotiated for group or tournament activity or other special uses.

LICENSEE shall keep a current and comprehensive schedule of season pass holder fees, daily golf fees, cart rental fees, driving range pass, and all golf related fees. Standard fees shall be made available to all customers through the website and posted in the golf shop.

LICENSEE shall enhance and expand the Manatee County Golf Courses current branding by tying the two Properties together incorporating the "Golf Manatee" strategy which includes the creation and utilization of the Golf Manatee.com website, the use of EZ Links and cross course bookings. LICENSEE shall provide and manage a tee time reservation system acceptable to the COUNTY to use phone, web, golf shop and reservation information from local hotels and resorts. LICENSEE shall utilize traditional media marketing and advertising techniques.

The LICENSEE shall not conduct any business or activity on the licensed premises, as depicted in Exhibit A, which is not authorized by this Agreement, unless approved in writing by the COUNTY. It is expressly understood and agreed that the LICENSEE'S operations shall not unreasonably interfere in any manner with the use of public areas or infringe upon the rights of others authorized to conduct business near the location of the Properties. The LICENSEE agrees that a determination by the COUNTY will be accepted as final in evaluating LICENSEE'S activities that unreasonably infringe on the rights of others and that LICENSEE will fully comply with any such decisions.

LICENSEE agrees that no person on the ground of race, color, religion, national origin, sex, age, or disability shall be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination in the hiring of personnel, the performance of this Agreement, or the use of and access to the Properties.

LICENSEE shall permit and the COUNTY shall have the authority to review any reports, citations or records issued by any governmental entity or agency regulating LICENSEE'S operations and services and to make periodic reasonable inspections of the Properties during normal operating hours to determine if the Properties are being maintained in accordance with the terms of this Agreement. The LICENSEE shall be required to make any improvements or operational changes resulting from such review.

Where LICENSEE provides musical entertainment, it shall select performers that appeal to the general population, and shall ensure family friendly performers. Any amplified music shall strictly comply with applicable noise codes.

ARTICLE 12

PROGRAMMING

LICENSEE shall provide programs, events and activities for the local community with an emphasis on family activities including education and recreation and such programs as outlined in Exhibit "E" titled "Programming for Golf Manatee".

ARTICLE 13

ENVIRONMENTAL RESPONSIBILITY

LICENSEE shall at all times comply with all regulations, rules, policies or standards concerning the environment or protection of natural resources with respect to LICENSEE'S usage and storage of chemicals, pesticides and fuel. LICENSEE shall also strictly adhere to any federal, state or local requirements governing stormwater, pest management, and environmental monitoring.

LICENSEE shall not take or allow any activity detrimental to the Properties or to the COUNTY'S water supply as is reasonably determined by the COUNTY. Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance or releases of hazardous substances is the sole responsibility of the LICENSEE. This shall include the costs of any cleanup activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on the COUNTY, whether because of actions or suits by any governmental or regulatory agency or by any private party as a result of the storage, accumulation or release of any hazardous substances. This encompasses the cost of cleanup activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on the COUNTY, due to actions or suits by any agency or private party, as a result of the storage, accumulation, or release of hazardous material or non compliance with regulatory standards.

LICENSEE shall comply with State and local laws regarding water quality testing and with all Southwest Florida Water Management District rules and regulations regarding consumption and reporting.

LICENSEE agrees to obtain an Audubon Cooperative Sanctuary certification for the Properties within the initial twenty-four (24) months and to maintain the same for the duration of the Agreement.

COUNTY recognizes 'green' sustainability. Whenever possible for all aspects of the operation, LICENSEE is expected to incorporate recycling, green product use and operations to support environmental sustainability.

LICENSEE shall work with COUNTY to develop, implement and periodically revise policies and procedures aimed at minimizing the production of solid waste and the use of energy and water resources. LICENSEE shall ensure all staff are trained in and comply with these policies and procedures. LICENSEE shall include a summary and results of its efforts in an annual report to the COUNTY.

ARTICLE 14

TRANSITION

Between August 15, 2011 and September 30, 2011, COUNTY shall continue to receive all revenues from sales and be responsible for operating expenses incurred in the normal course of business. LICENSEE shall not be authorized to conduct any activities of a management nature or any cash handling activities during this transition period.

LICENSEE shall work cooperatively with COUNTY in the transfer of management, maintenance, equipment and operation of the Manatee County and Buffalo Creek Golf Courses in as seamlessly and systematic a process as is possible, leading up to a commencement date of October 1st, 2011.

ARTICLE 15

AGREEMENT MONITORING

COUNTY may, from time to time, utilize 'mystery shoppers' as part of vendor performance compliance.

The LICENSEE'S performance shall be reviewed monthly by the Parks and Recreation Department. Should modifications be desired, LICENSEE may propose to the Director of Parks and Recreation Department, in writing, additions, modifications, or deletions for consideration. The proposal must clearly indicate the benefits and/or consequences of any modification, addition or deletion. Any change must be by the express written consent of the County Administrator or his designee.

ARTICLE 16

SALE OF ALCOHOLIC BEVERAGES

LICENSEE'S sale of alcoholic beverages is subject to:

- a. Sales shall be conducted in conformity with any controlling municipal or County ordinance and state laws, rules or regulations;
- b. Sales shall be limited to those alcoholic beverages for which LICENSEE or LICENSEE'S vendor is legally licensed and shall be sold as on-premises consumption only;
- c. Prior to commencing any such sales, LICENSEE or LICENSEE'S authorized vendor shall obtain any required licenses, and shall provide a copy of said license and all renewals to COUNTY;
- d. All alcoholic beverages shall be sold in appropriate containers for on-premise consumption only;
- e. LICENSEE shall be responsible for the proper disposal of said containers;
- f. LICENSEE'S conduct and operation in connection with any such sales is subject to, and shall be conducted by LICENSEE in compliance with all other applicable terms and conditions of the Agreement; and
- g. Authorization to sell alcoholic beverages may be withdrawn by the Board of County Commissioners by providing notice to LICENSEE at least ninety (90) days prior to the effective date of such notice; and
- h. All employees of LICENSEE, authorized to vend alcohol may not sell or serve alcoholic beverages unless trained and qualified as required by State law or regulation.

ARTICLE 17

LIABILITY FOR DAMAGE, INDEMNITY, AND INSURANCE

LIABILITY FOR DAMAGE OR INJURY. The LICENSEE shall be liable for damage or injury to any party at the Properties other than the damage or injury caused by negligence or intentional actions of the COUNTY. LICENSEE shall, at its expense, promptly repair all damage to the Properties caused by the LICENSEE, its employees, agents, customers, or independent contractors contracting with LICENSEE.

INDEMNIFICATION OF COUNTY. LICENSEE shall at all times indemnify, hold harmless and defend COUNTY, its agents, officers and employees from any and all claims, liability, loss or cause of action of any kind or nature arising out of the actions, omissions, or negligence, in whole or in part of the LICENSEE, its officials, agents, or employees, in the performance of this Agreement. The LICENSEE shall pay all valid claims, losses and judgments of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may result therefrom.

DAMAGE OR DESTRUCTION OF PROPERTIES. If the Property or any structure thereon is partially damaged by fire, flood, wind or other casualty, excluding the negligent or intentional acts of LICENSEE or its Agents, LICENSEE may repair the damage at its own costs and expense, and no adjustment shall be made in the monthly license fee.

In the event the Property is destroyed or so damaged by fire, flood, wind or other casualty, excluding the negligent or intentional acts of LICENSEE, that such of the Properties are unusable for the purpose of this Agreement, neither the LICENSEE nor the COUNTY shall be under any obligation to repair or reconstruct the Properties and the Agreement shall terminate on the date that determination is made by the COUNTY.

INSURANCE. Without limiting any obligation or liability of LICENSEE, LICENSEE, prior to the commencement of operations, shall furnish to the COUNTY evidence of the following insurance, which insurance coverages LICENSEE shall maintain and keep in full force and effect during the term of this Agreement.

Comprehensive General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. Coverage must be afforded on a form filed and approved by the Federal Department of Insurance (FDI) and must include:

- a. Premises and/or Operations.

- b. Independent Contractors. COUNTY is to be included as an "Additional Insured" in the name of "Manatee County Board of County Commissioners", with respect to liability arising out of Facilities' operations performed for COUNTY by or on behalf of LICENSEE or acts of omissions of COUNTY in connection with general supervision of such Facilities' operations.

Business Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Agreement in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage must be afforded on a form filed and approved by the Federal Department of Insurance (FDI).

Worker's Compensation Insurance – as required by the Worker's Compensation Law of the State of Florida.

The insurance coverage required shall include those classifications, as listed in standard liability manuals, which most nearly reflect the operations of LICENSEE. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with an A.M. Best rating of A or better. Certificates will provide that no modification or change in insurance shall be made without a 30-day written advance notice to the certificate holder (Manatee County) and approval by the COUNTY. Compliance with the foregoing requirements shall not relieve LICENSEE of any liability or obligation under this section or under any other section of this Agreement.

LICENSEE shall provide to COUNTY prior to commencement of this Agreement, Certificates of Insurance evidencing the insurance coverage as specified above. If the initial insurance period expires prior to the completion of the Agreement, renewal Certificates of Insurance shall be furnished 30 days prior to the date of expiration of any insurance coverage. Insurance shall not be canceled without 30 days prior written notice to COUNTY, and must be endorsed to provide the same. Failure of LICENSEE to obtain and maintain proper amounts and types of insurance under this Agreement shall constitute material breach of this Agreement by LICENSEE.

COUNTY reserves the right to modify the insurance requirements by the issuance of a notice in writing to LICENSEE to the extent reasonably deemed necessary to protect COUNTY from loss damage or liability for the acts, errors and omissions of LICENSEE in the use and operations of the Facilities by LICENSEE.

COUNTY shall have no duty or responsibility to insure, replace or protect LICENSEE'S equipment, furnishings or other personal property or improvements provided or paid for by LICENSEE, and all risk of loss and insurance against such risks shall be the sole responsibility of LICENSEE.

NO WAIVER OF IMMUNITY – Nothing herein shall be interpreted as a waiver of the COUNTY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes 768.28, or any other statute, and the COUNTY expressly reserves these rights to the full extent allowed by law.

Furthermore, LICENSEE may assert or raise as a defense to third parties, or in compliance with its indemnity, the immunity rights of the COUNTY pursuant to Florida Statutes 768.28.

FIDELITY BONDS - A fidelity bond guaranteeing the COUNTY the faithful collection, accounting and remittance of all monies due to the COUNTY collected as set forth in the Agreement. The coverage shall include employee dishonesty, forgery or alteration and theft disappearance and destruction. The fidelity bond shall have a \$500,000.00 limit and \$50,000 per loss limit.

PERFORMANCE BOND – A performance bond or irrevocable letter of credit guaranteeing the successful performance of the Agreement including all aspects of operations and maintenance shall be provided to the COUNTY before operations begin. The Bond shall be in the amount of \$100,000.00

ARTICLE 18

OWNERSHIP OF LICENSE, ASSIGNMENT

The identity of the person or the entity, if not an individual, who or which shall be the owner or holder of the rights granted under this Agreement is very important to the COUNTY.

LICENSEE shall not, without prior written consent of the COUNTY, sell, assign, pledge, transfer or otherwise encumber this Agreement or the rights granted therein. Assignment, pledging, sale, transferring, or encumbering of any interest in or under this Agreement or the rights thereunder, to anyone other than the LICENSEE, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

It is agreed that all terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

ARTICLE 19

APPROVALS

Except as provided otherwise, whenever any prior approval is required by either party, such approval shall not be unreasonably withheld. COUNTY shall retain broad discretion over matters pertaining to creating and maintaining the unique local character of the Properties, the protection and preservation of the Properties, the public interest and limited purpose for which this Agreement has been granted, and withholding approvals for the foregoing reasons shall be considered reasonable. Matters requiring the consent of the COUNTY are wholly within the discretion of the COUNTY.

LICENSEE shall not change or alter the following without the written approval of the COUNTY:

Use of any type of vending machines, inside or outside of the building at the Properties.

Structures, fixtures, or mechanical systems installed on, in or under the licensed premises by COUNTY.

Equipment LICENSEE installs or plans to install requiring any building modifications.

Any use of the COUNTY'S, Parks' or Properties' name.

ARTICLE 20

NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, by either hand delivery or registered or certified United States mail, with return receipt requested, addressed as noted below. Until notice of change is given, the parties designate the following as the respective individuals and places for giving notice, to wit:

FOR MANATEE COUNTY:

Parks Director
MANATEE COUNTY GOVERNMENT
PO Box 1000
Bradenton, FL 34206

With a copy to:

County Administrator
MANATEE COUNTY GOVERNMENT
PO Box 1000
Bradenton, FL 34206

FOR ACH REMITTANCE INFORMATION:

Email: cindy.turner@mymanatee.org
Email: dinorah.difonzo@mymanatee.org
Fax: (941)742-5972

FOR LICENSEE:

Mr. Keith Pope, President
Pope Golf, LLC
7280 North Leewynn Drive
Sarasota, Florida 34240

ARTICLE 21

TERMINATION

AUTOMATIC TERMINATION. The occurrence of any of the following shall cause this Agreement to be terminated automatically:

Institution of proceedings in voluntary bankruptcy by the LICENSEE.

Institution of proceedings in involuntary bankruptcy against the LICENSEE or appointment of Receiver if such proceedings continue for a period of ninety (90) days.

Assignment by the LICENSEE for the benefit of creditors.

Abandonment or discontinuance of operations hereunder.

Unauthorized assignment or transfer of this Agreement or unauthorized change of or control of ownership of LICENSEE.

TERMINATION BY COUNTY. COUNTY may terminate this Agreement upon fourteen (14) days written notice to LICENSEE of any condition posing a threat to health or safety of the public or patrons and not remedied by LICENSEE within fourteen (14) days, or where LICENSEE does not proceed with due diligence to remedy such condition where the condition could not reasonably be remedied in such time.

COUNTY may terminate this Agreement immediately upon notice to LICENSEE of the discovery of any untruthful representation in the LICENSEE'S proposal leading to award of this Agreement which, in the determination of COUNTY, significantly affects the LICENSEE'S qualifications to perform.

COUNTY may terminate this License Agreement upon ten (10) days notice to LICENSEE of any sum due hereunder after the due date for such payment; provided, however, that such termination shall not be effective if LICENSEE makes the required payment(s) within the ten (10)-day period following receipt of the notice.

COUNTY may terminate this Agreement upon thirty (30) days notice to LICENSEE with respect to:

Nonperformance of or failure to comply with any provision of this Agreement and failure of LICENSEE to remedy such nonperformance within the ten (10) day period following delivery or mailing of the written notice. Should the COUNTY need to make the necessary correction, all costs incurred for the corrective action including the cost of labor, materials, equipment, supplies and administration shall be due by the LICENSEE no later than thirty (30) days from the time LICENSEE receives the statement(s) of cost.

The conduct of any activity or the sale of any product or service category not authorized herein.

TERMINATION FOR PUBLIC CONVENIENCE. COUNTY shall have the right to terminate this Agreement for public convenience upon at least one hundred twenty (120) days notice to LICENSEE.

TERMINATION BY LICENSEE. LICENSEE shall have the right upon one hundred twenty (120) calendar days from receipt of notice to COUNTY to terminate this Agreement at any time after the occurrence of one or more of the following events:

Issuance of any court of competent jurisdiction of any injunction or order of taking substantially restricting the use of the Facilities for the purposes set forth herein, and the remaining in force of said injunction or order for a period of more than thirty (30) calendar days.

The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of substantial part, or parts, thereof in such a manner as to substantially restrict LICENSEE'S operations for a period of ninety (90) calendar days or more.

TERMINATION WITHOUT CAUSE. LICENSEE shall have the right to terminate this Agreement without cause by providing written notice to COUNTY at least one hundred twenty (120) days prior to termination. Should LICENSEE elect to terminate this Agreement without cause, LICENSEE'S rights and privileges as stated in this Agreement shall cease at the termination date provided in the notice.

Should the COUNTY elect to terminate this Agreement, COUNTY may procure existing sealed and unopened chemical and pesticide inventory from LICENSEE at cost.

ARTICLE 22

ENTIRE AGREEMENT AND AMENDMENTS

This Agreement and the exhibits and attachments hereto, and other documents and agreements specifically incorporated herein, constitute the entire, fully integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may be amended only by written document, properly authorized, executed, and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. Any act or delivery that must be completed on a Saturday, Sunday or County holiday shall be adequate if performed or delivered on the following business day. All interpretations shall be governed by laws of the State of Florida.

ARTICLE 23

MISCELLANEOUS PROVISIONS

No Waiver. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision of any portion of this Agreement, either at the time the breach or failure occurs, or at any time throughout the term of this Agreement.

Subcontracting. The LICENSEE shall not sub-contract, sublet, assign or transfer any duty under this Agreement to another party without the prior written consent of the COUNTY.

Dispute Resolution. Disputes shall be resolved as follows: good faith negotiations by the designated agents of the Parties and if not resolved by such designated agents after twenty-one (21) days, LICENSEE shall submit its claim, with the basis for the dispute, in writing to the Manatee County Purchasing Manager for a determination and handling in accordance with the provisions of the Manatee County Procurement Code.

Force Majeure. Neither party shall be considered in default in performance of such obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack of or failure of transportation or bridge/roadway facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

Environmental Education Initiatives. LICENSEE shall work with relevant COUNTY staff and/or the Manatee County School District, to develop and/or facilitate pre-existing programs aimed at educating residents and visitors, with particular focus on children, of the unique and valuable Golf Course ecosystems and plant and animal life. To the extent the COUNTY or School District does not provide such programming, LICENSEE may utilize third parties qualified to provide such educational experiences.

Local Hiring and Buying Preference. In hiring staff for the operation of this Agreement, LICENSEE shall actively recruit and hire qualified staff with first preference given to existing COUNTY staff, then to residents of the COUNTY. In purchasing supplies or services for or related to the operation of these golf courses, LICENSEE shall make reasonable efforts to procure from local sources. LICENSEE shall include a summary of its efforts and the results of those efforts in its annual reporting to the COUNTY.

Meetings. LICENSEE shall from time to time be required to attend County Administration and /or Board of Commission meetings to provide relevant information concerning the Properties and the golf industry in general.

Governing Law, Jurisdiction and Venue. LICENSEE consents and agrees that all legal proceedings related to the subject matter of this Agreement shall be governed by the laws of and maintained in courts sitting within the State of Florida. LICENSEE further consents and agrees that jurisdiction for such proceedings shall lie exclusively with such court and venue shall be in Manatee County, Florida or if in Federal Court the Middle District of Florida, Tampa Division.

Attorney Fees and Costs. Each Party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

No Conflict. By accepting award of this Agreement, LICENSEE, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

Public Record. By accepting award of this Agreement, LICENSEE acknowledges that that portion of its books and records related to its contracting activities with COUNTY may become subject to inspection and copying under the Florida Public Records Act and that it will in all respects comply with any requirements of that Act.

Public Entity Crimes. LICENSEE has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and the COUNTY'S requirement that the LICENSEE comply with it in all respects prior to and during the term of this Agreement.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

Severability. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement.; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

WHEREFORE, the parties have made and executed this Agreement for Operations Management and Maintenance of Manatee County Golf Course and Buffalo Creek Golf Course as of the effective date stated herein.

POPE GOLF, LLC

MANATEE COUNTY GOVERNMENT

By: Keith Pope, Pres.
Keith Pope, President

Date: 8/2/11

By: [Signature] for the County
Robert Cuthbert, C.P.M., CPPO
Purchasing Official

Date: 8/9/11

EXECUTED: 8/12/11

EXHIBITS SCHEDULE

Exhibit A - Site Plans

Exhibit B – Pro Forma

Exhibit C – Inventory of Equipment

Exhibit D – Capital Investment/Improvements Plan

Exhibit E – Programming for Golf Manatee

Exhibit A - Site Plans

Buffalo Creek

EXHIBIT A 1



Exhibit A - Site Plans

Manatee G C with Maint.

EXHIBIT A 2



Exhibit A - Site Plans

Manatee GC Maintenance Barn

EXHIBIT A3



Manatee County Golf Course Maintenance Facility and yard, with new fencing scheme denoted by red dotted line.

Exhibit B –Pro Forma

Manatee County RFP

B.05.1

Combined Golf Courses

5-year Budget

Manatee County

Exhibit B

	2011/12	2012/13**	2013/14**	2014/15	2015/16
Rounds	111,250	104,288	103,575	118,381	120,749
Avg. Green Fee	\$ 17.59	\$ 18.35	\$ 18.88	\$ 17.96	\$ 18.13
Avg. Cart Fee	\$ 8.50	\$ 8.50	\$ 8.89	\$ 8.68	\$ 8.76
Avg. Golf Fee Per Player	\$ 26.09	\$ 26.85	\$ 27.78	\$ 26.63	\$ 26.89
Revenues					
Green Fees	\$ 1,957,100	\$ 1,913,313	\$ 1,955,955	\$ 2,125,764	\$ 2,189,537
Cart Fees	\$ 945,625	\$ 886,444	\$ 920,906	\$ 1,027,185	\$ 1,058,000
Golf Shop Sales	\$ -	\$ -	\$ -	\$ -	\$ -
Practice Range	\$ 235,175	\$ 216,480	\$ 229,732	\$ 253,677	\$ 261,287
Handicap Fees	\$ 5,563	\$ 5,730	\$ 5,786	\$ 6,012	\$ 6,017
Club Rental	\$ 13,070	\$ 13,462	\$ 12,593	\$ 14,141	\$ 14,565
Golf ID Cards	\$ 53,823	\$ 55,438	\$ 55,976	\$ 58,165	\$ 59,910
Lesson Income	\$ 14,465	\$ 13,869	\$ 14,044	\$ 15,669	\$ 16,139
Food & Beverage	\$ 308,100	\$ 286,443	\$ 289,512	\$ 327,139	\$ 333,682
Total Revenues	\$ 3,532,921	\$ 3,391,179	\$ 3,484,503	\$ 3,827,752	\$ 3,939,138
Cost of Sales					
Merchandise	\$ -	\$ -	\$ -	\$ -	\$ -
Food & Beverage	\$ 123,240	\$ 114,577	\$ 115,805	\$ 130,856	\$ 133,473
Total Cost of Sales	\$ 123,240	\$ 114,577	\$ 115,805	\$ 130,856	\$ 133,473
Gross Margin	\$ 3,409,681	\$ 3,276,601	\$ 3,368,698	\$ 3,696,897	\$ 3,805,665
Expenses					
Golf	\$ 546,870	\$ 541,688	\$ 545,771	\$ 563,751	\$ 578,409
Food & Beverage	\$ 154,050	\$ 137,222	\$ 135,756	\$ 163,570	\$ 166,841
Maintenance	\$ 1,228,622	\$ 1,265,481	\$ 1,303,445	\$ 1,337,335	\$ 1,372,105
Occupancy	\$ 181,980	\$ 185,620	\$ 190,446	\$ 195,397	\$ 200,478
General & Administrative	\$ 357,885	\$ 365,043	\$ 374,534	\$ 384,272	\$ 394,263
Total Expenses	\$ 2,469,407	\$ 2,495,052	\$ 2,549,952	\$ 2,644,325	\$ 2,712,096
Net Operating Income (Loss)	\$ 940,274	\$ 781,549	\$ 818,746	\$ 1,052,572	\$ 1,093,569
 County Lease Payment	 \$ 354,654	 \$ 340,047	 \$ 602,096	 \$ 734,579	 \$ 756,333
Capital Reserve	\$ 519,153	\$ 385,321	\$ 226,593	\$ 175,031	\$ 180,273

**2013 - Course closed in the summer for installation of Champion greens

**2014 - Course closed in the summer for installation of Champion greens

Exhibit C –Inventory of Equipment

Buffalo Creek Equipment Inventory with small equipment

Asset #	Serial #	Model #	Hour's	Description
32598	50199/50352	325-D	2624	TORO Groundsmaster
40840	200000312	325-D	1864	TORO Groundsmaster
41177	RG0043-951739	Turf 2	3120	Club Car
39540	RG9920-764865	Turf 2	1220	Club Car
40154	RG0027-902712	Turf 2	1591	Club Car
33912	356	Gravelly	140	Vacuum
35315	LV5300E630809	5300	1863	Ford Tractor
41626	LV5310S332765	5310	2811	Ford Tractor
36705	71154	3100	1477	TORO Tee Mower
41931	210000167	3100	2910	TORO Tee Mower
47722	250000695	3150	1529	TORO Tee Mower
36707	71153	3100	2373	TORO Roller
41930	210000171	3100	2757	TORO Roller
33114	50153	5200	3333	TORO Sprayer Multi Pro
44401	220000244	5600	2749	TORO Sprayer Multi Pro
33695	598998	N/A	N/A	Turfco Top Dresser
40839	200000730	TD2500	N/A	TORO Top Dresser
52301	19651	180 W	N/A	PRO Pass Twin Spinner
40836	10512-1809	1500	N/A	Spreader
49046	7091570H095270008	125	N/A	Lesco Spreader
31943	53370	Gandy	N/A	Gandy Spreader 8FT
38143	80143	2600-D	735	TORO Reelmaster
39267	98503389	Ryan	N/A	12" JR Sod cutter
40150	200000127	3200	2567	TORO Workman
52280	280000295	3200	1277	TORO Workman
52281	280000300	3200	1443	TORO Workman
52282	280000298	3200	1380	TORO Workman
52283	280000844	3150	1457	TORO Green's Mower
52284	280000847	3150	1594	TORO Green's Mower
47721	250000410	3150	1527	TORO Green's Mower
440085	220000149	3020	1678	Sand Pro
52285	280000136	5040	1505	Sand Pro
44086	210000102	686	N/A	TORO Aerator
47912	50912	L 39	1096	KOBOTA Tractor
52276	280000365	4500-D	1984	TORO Groundsmaster
52277	280000366	4500-D	1936	TORO Groundsmaster
52278	280000405	5510-D	1113	TORO Reelmaster
52279	280000401	5510-D	1079	TORO Reelmaster
		MS 210		STIHL Chainsaw
		MS 192T		STIHL Chainsaw
		MS 192T		STIHL Chainsaw
		MS 390		STIHL Chainsaw
		25		STIHL Chainsaw
		HVT 52		HUSQVARNA Mower
		FC 75		STIHL EDGER
		FC 90		STIHL EDGER
		FC 90		STIHL EDGER
		BP 400		BLOWER
		BG 55		BLOWER
		PPT-260		Poll saw
		SRM-265		line trimmer
		SRM-265		line trimmer
		SRM-311		Trimmer
		SHC-2400		Hedger
		HC-150		Hedger

Exhibit C -Inventory of Equipment

Manatee County Golf Course Equipment List

Type	Serial #	Age	Hours	Asset#
Chainsaw	250207831	2003		
Chainsaw	245354591	2002		
Chainsaw	250207832	2003		
Arborist Chainsaw	166610136	2007		
Edger	262233504	2004		
Edger	243888435	2000		
Brush	263303861	2004		
Edger	26262053435	2004		
Edger	263287666	2004		
Edger	263287672	2004		
Generator	80191887	2001		
Hedge Clipper	S77412001301	2008		
Hedge Clipper	263518799	2004		
Chainsaw	262369517	2004		
Chainsaw	262274044	2004		
Blower	30114444	2006		
Blower	30114479	2006		
Blower	5002636	2002		
Chainsaw	5005465	2002		
Edger	963198	2002		
Edger	16953	2000		
Arborist Chainsaw	162702573	2004		
Hover Mower	D/002901	2005		
Spreader	7091570-E035Z70008	2005		
Large Equipment				
Toro Multi-Pro 5200	50120	1995	4071	32980
Toro Multi-Pro 5600	220000253	2002	2974	44272
Gravely Pro Vac 1050	355	1996		33911
Ditch Witch 1020 Trencher	1N3292	1997		35251
Ryan Sod Cutter	98506580	1998		37806
Toro Aerator 686	210000103	2002		44089
Lely Spreader	10804-2088	2002		44119
Toro Spiker	280000108	2008		52298
Toro Green Aerator	60204	1996		34336
Toro Spiker Grader	280000195	2008		52299
Toro Walk Behind 22"	220610308	2002		
Toro Blower	220000108	2002		44117
Toro Cart Path Edger	200000268	2000	4120	40155
Ty-Crop Pro Pass	19600	2008		52300
Sand Pro 2 3020	220000147	2002	828	44090
Toro Sand Pro 1	280000103	2008	1861	52297
Toro Topdresser	200000145	2000		40742
Ford Tractor 3930	BD60522	1994	1263	31681
John Deere 5200	LV5200E42683	1995	3371	33506
John Deere 5310	LV5310S130901	1998	5603	37356


Exhibit C –Inventory of Equipment

Manatee County Golf Course Equipment List (Cont'd)

Small Equipment				
Type	Serial #	Age	Hours	Asset#
JohnDeere 5320	LV5320S132242	2001	1849	42855
Trailer	900092132	2009		53451
Clubcar Turf2G	RG9903-740091	1998	1498	38025
Toro Workman 3200	200000208	2000	3401	40147
Clubcar Turf2G	RG9903-740092	1998	1671	38024
Clubcar Turf2G	RG9913-754897	1999	1851	39541
Clubcar Range Picker	RG0118-013864	2001	3622	41649
Toro Workman 3200	200000210	2000	4357	40146
Toro Workman 3200	280000292	2008	1583	52292
Toro Workman 3200	280000294	2008	1607	52293
Toro Workman 3200	280000297	2008	1565	52294
Dethatcher Toro Fw	220000455	2002		44344
Dethatcher Toro Fw	220000456	2002		44345
Dethatcher Toro Fw	220000457	2002		44346
Dethatcher Toro Fw	220000459	2002		44347
Dethatcher Toro Fw	220000460	2002		44348
3 Toro Groomers	80131,32,33	1999		
3 Toro Verticutters	71169,70,71	1998		36702
Toro Groundsmaster 325	50109	1995	3550	
Toro Groundsmaster 325	200000313	2000	2524	40831
Toro 4500-D	280000363	2008	1782	52288
Toro 4500-D	280000364	2008	1849	52289
Toro 2600-D	80636	1998		37550
Toro 5510	280000392	2008	1228	52291
Toro 5510	280000484	2008	1165	52290
Toro reelmaster 2600-D	80636	1998	1624	37550
Toro reelmaster 2600-D	90145	1998	1477	38198
Toro Greensmaster 3150	230001510	2003	3948	46249
Toro Greensmaster 3100	71107	1998	1271	36703
Toro Greensmaster 3100	90515	1999	2968	38925
Toro Greensmaster 3150	230001586	2003	4641	46248
Toro Greensmaster 3150	280000738	2008	3081	52295
Toro Greensmaster 3150	280000829	2008	3135	52296
Toro Greensmaster 3100	200000120	2001	2033	41928
Toro Greensmaster 3100	210000183	2001	2162	41929
Henry Mitchem Box Blad	20260			
Toro 6500-D	80189		1161	37527
Foley Grinder	1644	2002		43050
Lesco Spreader	7091570E035Z70008	2005		47865
Electric Grooming Brush		2008		52402

Exhibit D -Capital Investment/Improvements Plan

Manatee County GC CIP 6.28.1

		CAPITAL IMPROVEMENT PLAN "EXHIBIT D"																												
		Dated Summer 2011																												
Item	Description	Est. \$	2011				2012				2013				2014				2015				2016							
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
1	Chain Link Fence at Maint. Facility @ Manatee	\$12,000																												
2	Signage - Arrival Station - Bag Drop (Both Courses)	\$13,000																												
3	Starter Console (Both Courses)	\$3,500																												
4	Benches (both courses)	\$1,800																												
5	Bridges (Manatee)	\$6,500																												
6	Retaining Wall #9 Green (Buffalo Creek)	\$10,000																												
7	Facilities Refurbishment	\$44,000																												
8	Greens Renovation - (Buffalo Creek) *1	\$406,000																												
9	Parking Lot - (Buffalo Creek)	\$129,000																												
10	Tee Box Renovation (Manatee)	\$65,000																												
11	Greens Renovation - (Manatee) *1	\$500,000																												
12	Parking Lot - (Manatee)	\$113,000																												
13	Pump Station (Buffalo Creek)	\$75,000																												
14	Capital Contingency	\$107,600																												
Total		\$1,486,400																												

Notes:

*1 - Includes labor, Materials, prep, fertilizer, chemicals & shut down cost

Golf



Manatee



*Programming
For
Golf Manatee*

Rethinking Utilization for Expanded Community Benefit

Pope Golf, LLC intends to build on current services which will necessitate expanding programming opportunities at both courses to meet the needs of current users and to make both facilities more accessible to the occasional, new or reentering golfer. Both the Manatee County and Buffalo Creek facilities represent a significant commitment of recreational space for residents. Programming will emphasize expanded use of practice facilities.

Pope Golf, LLC's commitment is to position both golf facilities as partners in the residential areas that surround each facility. In addition to working with current groups and organizations that use both golf facilities, an effort to encourage increased awareness and utilization of both facilities through neighborhood involvement is a priority.

The key to success in each of these areas will be to create opportunities to attract potential golfers to the two facilities. Pope Golf, LLC intends to develop a range of group instructional opportunities, supervised play for beginning golfers and competitive opportunities for golfers of all ages and skill abilities. Pope Golf, LLC intends to reestablish a series of competitive opportunities at both Manatee and Buffalo Creek Facilities. Leagues, ladders and tournaments will re-emerge at both facilities.

Rethinking Utilization

While Pope Golf, LLC's expanded services will focus on expanding golf opportunities to new and returning golfers, there are additional service strategies that can provide benefits to the surrounding communities by rethinking utilization. Both facilities offer groomed outdoor space and clean and accessible inside space. Key to enhancing community benefits is to expand golf opportunities and embrace creative program development.



PGA and LPGA Partnership

The PGA and LPGA have developed a series of annual events to promote the game of golf. Pope Golf, LLC will employ a minimum of one PGA or LPGA member at each course. Pope Golf, LLC intends to participate in the following annual events. Participation in the programs will provide area residents with on-line link to services.

The PGA and LPGA initiatives are based on an April to October core service season. We are fortunate in Manatee County to be able to play golf year round. While local efforts will benefit from the national media efforts centered on the initiative months, programming in targeted areas will be on-going. Annual PGA / LPGA outreach programs include:

April: PGA Free Fitting and Trade-up Month

- The average golfer while understanding the importance of properly fitted equipment, rarely has had the opportunity to access professional fitting.

Properly fitted equipment can increase the players' enjoyment and success in the game. The focus of the Fitting/ Trade/ Demo month will be to reduce a barrier to golf participation by increasing access to equipment.

Primary activities will include individual equipment review and fitting, donation of "gently used clubs" for juniors, club swaps, trade days, and demo days with national equipment vendors.

Professional staff will be available to evaluate a player's current equipment and suggest fitting adjustments. Players will schedule fitting reviews by contacting the golf shop. In addition, professional staff will conduct weekly group education clinics on golf equipment.

Golf equipment can be expensive for the entry level player or junior golfer. Both facilities will encourage patrons to donate golf equipment. Donated equipment will be reviewed and refurbished as needed to be used for junior and beginning golfers. It is our expectation that beginning golfers could participate in clinics, supervised practices or organized play using facility equipment.

May:

PGA Free 10 minute lessons

- The traditional model for individual golf instruction has been an hour individual lesson with golf professional. The emphasis in the PGA 10 minute lesson is to introduce the golfer to professional instruction. Professional staff at both facilities will identify blocks of time for free “mini” lessons during the month of May. Individuals will be able to book a lesson by contacting the golf shops or booking on line.

Individual participation in the free mini lessons will be asked to fill out a player profile. At the end of the month, and throughout the year, participants will be made aware of additional instructional, supervised practice and organized play opportunities

June:

Women in Golf Month

- The participation of women has been identified as major growth area for the game of golf. While programming focused on women is a major emphasis of Pope Golf, LLC, during the month of June, special activities are organized recognize the participation on women and to expand opportunities for involvement.

Activities during this month will include instruction clinics and educational sessions on the important link between golf and business. A special program on “Business Golf” will provide interested women insight into how golf has been used as a tool in business.

“Gal Pals” will focus on the social networking of golf. Working with local women’s organizations, special introductory sessions will be scheduled throughout the month.

In recognition of women in golf, Golf Manatee will offer annual women’s tournaments and competition for both the accomplished and recreational golfer.

July:

Family Golf Month

- A major focus of Pope Golf, LLC’s programming philosophy is to engage the entire family in golf as a viable and affordable recreational option. During July, and throughout the year, family activities will be scheduled. Family days center on basic golf skills: putting, chipping and full swing. Family options will range from 90 minute to 2 hours of professional supervised instruction in staged practice areas to on course play from “family friendly” tee markers. Equipment will be made available as needed to ensure participation. The goal for all family activities is to ensure that pricing is affordable.

July: Take your Daughter to the Course Week

July: Bring your Kids to the Golf Course

- Both of these initiatives are designed to have parents share their interest in golf with their children in a structured and fun atmosphere. Events will include special tee times, clinics and fun tournaments for parents and their children. In years past, we have seen all ages participate. Mothers in their 80's have reconnected to their daughters and granddaughters through golf! Similar patterns have been seen in participation in fathers and daughters and mothers and sons.

September: Patriot Days

- The emphasis of Patriot Days has been to recognize the contributions of the armed forces in our communities. While the PGA provides ideas for activities, communities have tailored the programs to address the unique aspects of their areas. Activities have ranged from "Birdies for the Brave" where players at facilities make monetary pledge for each "birdie" they make to a local veterans organization, to special military, law enforcement or firefighter pricing, or tournament. Pope Golf, LLC intends to work closely with Manatee County military, veterans, law enforcement and firefighters to develop a schedule of activities.

Play Golf America is a partnership initiative of the PGA of America. The programs developed under the Play Golf America initiative all strive to expose and connect people with golf. Play Golf America has two programs that directly address the needs of new golfers.

Get Golf Ready (GGR) in 5 days has two main goals:

- bring new people into golf in a fast and fun way, and
- to re-connect former players back to the game.

Another PGA initiative to attract new players is HIP (Have an Interest in Playing). This program is aimed at the individual (youth or adult) that is curious about the game of golf, but not ready to commit to GGR. Typically, HIP programs are high energy, group instruction and an overview of expanded opportunities to connect with golf.

The Play Golf America template provided by the PGA will be used as both outreach and instructional tools. While many of the instructional programs will use traditional golf equipment, many of the youth, adult and community presentations will use SNAG equipment. SNAG, which stands for "starting new at golf" describes a method of instruction that utilizes oversized plastic clubs and tennis ball size ball with Velcro targets. SNAG equipment is fun, safe and easy to use both inside and outside. SNAG equipment has been used successfully in gyms and in meeting space.

Pope Golf, LLC Programming Overview

Target Group	Program Elements	Service Benchmarks
Recreational Crossovers	<ul style="list-style-type: none"> • SNAG* presentations at Recreation Centers and Camps • Golf program notices in Parks Dept. emails, quarterly magazine, website • Sport specific open houses at golf courses 	<p>Quarterly presentation</p> <p>Ongoing program information</p> <p>Provide end of “season” informational sessions/clinics</p>
Juniors	<ul style="list-style-type: none"> • Afterschool, evening and weekend group lessons and supervised practices • School based presentations for physical education classes • Home School classes as a physical education opportunity • Partnerships with The First Tee and Greater Sarasota Junior Golf (competitive program) • Organized play opportunities for youth at both Manatee and Buffalo Creek 	<p>Available September – May , minimum of 3 days a week and 2 weekend options a month Partnership with 3 schools per semester</p> <p>Minimum of 2 classes per month</p> <p>Establish program affiliate site with First Tee and schedule 2 events with GSJGA</p> <p>Monthly event at each facility</p>
Families	<ul style="list-style-type: none"> • Development of a family golf program 	<p>Establish “family tees” at both facilities</p> <p>Schedule monthly family play clinics, practices and organized events.</p>
Women	<ul style="list-style-type: none"> • Partnership with Manatee County Executive Women’s Golf Association for league play • Outreach presentations to women organizations 	<p>Schedule EWGA and women’s organized play monthly</p> <p>Establish partnerships with 3 new women’s groups annually</p>

Seniors	<ul style="list-style-type: none"> • Partner with Blake Hospitals “h2u: Health To You” as a recreational and social option • “h2u” has over 1,000 local members • Outreach to additional senior groups, AARP, Fl. Senior Golf Association and Sunshine State Senior Games 	<p>Schedule golf programs for “h2u” members a minimum of 4 times a year</p> <p>Establish partnership with 2 new groups annually</p>
Individuals with Disabilities	<ul style="list-style-type: none"> • Partner with Adaptive Golf to provide programs for special need adults and children 	Schedule Adaptive Golf services based on interest
Community / Neighborhood Associations	<ul style="list-style-type: none"> • Outreach presentation to recognized community and neighborhood groups 	Schedule minimum of 8 presentations per year
Civic /Fraternal Groups/Corporate / Business	<ul style="list-style-type: none"> • Presentations and organized introductory sessions for groups 	Schedule minimum of 8 presentations and open house clinics to groups a year

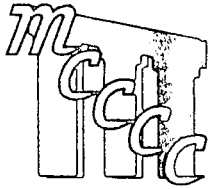
Special Events

Golf courses are valuable community resources. Across the industry, golf facilities finding new ways to open the facilities to creative programming. Pope Golf, LLC is committed to rethink, enhance and maximize utilization.

- *Educational Programs:* We often forget that golf courses are an example of commercial agriculture and a home to a range of wildlife. Programs can be developed to provide education programs for individuals interested in golf course design and maintenance, which could result in career opportunities. In addition, Pope Golf, LLC will work with area wildlife groups to catalog the species that make the golf course home. This information can be used with youth groups interested in careers in golf as well as wildlife and Nature's Academy (an organization already working with United Park Services at the Manatee and Coquina Beach facilities).
- *Movie Nights:* What could be more family friendly than families bringing lawn chairs, to enjoy a movie in the open air? For a fee that would compete with a night at the movies, both facilities could provide a night of family entertainment. Possible sponsors would include Brighthouse.
- *Golf and Art:* Golf courses provide unlimited options for artists to capture the beauty of the golf experience. Pope Golf, LLC will network with Manatee County art organizations to explore connections between golf and art.
- *Open Air Concerts:* Similar to the movie nights, the range at both golf courses could serve as perfect backdrop to showcase musical groups for community concerts.

Summary

Resource support for the programming outlined by Pope Golf, LLC will be generated by affordable fees for service. In addition, it is anticipated that community support will be secured as needed to ensure that Manatee County residents in need are provided programming at a reduced or nominal fee. The goal is to utilize both the Manatee Golf Course and Buffalo Creek Course to connect individuals to both facilities, provide expanded opportunities to learn the game, increase rounds played with structured play, leagues, team events and tournament, and most importantly a place to belong.



Manatee County

Clerk of the Circuit Court and Comptroller

R.B. "Chips" Shore

P.O. Box 25400 • Bradenton, Florida 34206 • (941) 749-1800 • FAX (941) 741-4082 • www.manateeclerk.com

August 15, 2011

TO: Pope Golf LLC
7280 Leewyn Drive
Sarasota FL 34240

FROM: Clerk of Circuit Court
Board Records Department
Nancy Harris
P. O. Box 25400
Bradenton, FL 34206

**SUBJECT: FRANCHISE LICENSE AGREEMENT FOR
MANAGEMENT AND MAINTENANCE OF
PROPERTIES AT MANATEE COUNTY GOLF
COURSE AND BUFFALO CREEK GOLF COURSE**

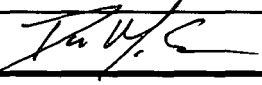
Approved: In open session by the Board of County
Commissioners, Manatee County, Florida on
August 9, 2011.

cc: Melissa Assha/Purchasing
Cindy Turner, Parks and Rec
njh

MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

13

SUBJECT	OPERATIONS MANAGEMENT AND MAINTENANCE OF PROPERTIES AT MANATEE COUNTY GOLF COURSE & BUFFALO CREEK GOLF COURSES	TYPE AGENDA ITEM	Consent
DATE REQUESTED	August 9, 2011	DATE SUBMITTED/REVISED	July 26, 2011
BRIEFINGS? Who?	Briefings have been provided	CONSEQUENCES IF DEFERRED	Delay of revenue generation
DEPARTMENT/DIVISION	Financial Management, Purchasing Division	AUTHORIZED BY TITLE	Jim Seuffert, Financial Management Director
CONTACT PERSON TELEPHONE/EXTENSION	Melissa Assha, Purchasing Division x3054	PRESENTER/TITLE TELEPHONE/EXTENSION	Cindy Turner, Director, Parks and Recreation Department x6001
ADMINISTRATIVE APPROVAL			

ACTION DESIRED INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED
Motion to approve Franchise License Agreement with Pope Golf, LLC and authorize County Administrator or designee to execute the Agreement.

ENABLING/REGULATING AUTHORITY Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy
Manatee County Code § 2-24-11, 2-26-41

BACKGROUND/DISCUSSION
<p>The County currently owns and operates the Manatee County Golf Course and the Buffalo Creek Golf Course. The courses each include an 18-hole golf course, clubhouse, driving range, restaurant, pro shop, cart barn and maintenance buildings. The County desires to engage in a license agreement for all operational and maintenance aspects of golf course management. Through the retention of a golf management company the County expects to improve the long term financial performance of the golf courses, provide for reinvestment of funds into needed capital improvements at the courses and provide a quality golfing experience for the community.</p>

COUNTY ATTORNEY REVIEW	
Check appropriate box	<div style="text-align: right; font-size: small;"> APPROVED IN OPEN SESSION AUG 9 2011 BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA </div>
<input checked="" type="checkbox"/>	REVIEWED. Written Comments: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Available (Attorney's initials: _____)
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)
<input type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
<input type="checkbox"/>	OTHER County Attorney review, if necessary, will be requested after negotiations have concluded

ATTACHMENTS: (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS:
Response to Request for Legal Services (RLS) No. 11-51 Franchise License Agreement (2 originals)	Original to Board Records and Pope Golf, LLC, 7280 Leewyn Drive, Sarasota, FL 34240. Executed PDF to Cindy Turner, Director of Parks and Recreation; and Melissa Assha, Contract & Buyer Manager
COST: Revenue generating	SOURCE (ACCT # & NAME): N/A
COMMENTS: N/A	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT) N/A

The Purchasing Division has solicited competitive proposals for operations and maintenance of golf courses pursuant to Request for Proposal No. 11-0481BG and has successfully negotiated an Agreement with Pope Golf, LLC (PGL). Appropriate procurement procedures were followed resulting in the receipt of seven (7) offers in response to the solicitation announcement. The following firms proposed:

- Billy Casper Golf of Vienna, Virginia
- CKT Asset Management Company of Tampa, Florida
- Championship Golf Course Services of Bradenton, Florida
- Cypress Golf Management of Orlando, Florida
- Kemper Sports of Northbrook, Illinois
- Pope Golf, LLC of Sarasota, Florida
- Puregolf of Scottsdale, Arizona

The RFP required proposers to disclose their operational strategies to demonstrate their approach to items such as:

- Improving the quality of the courses
- Continuing existing programs and services
- Developing new programs and services for the betterment of the community
- Improving customer service
- Community involvement
- Environmental sustainability

The RFP requested information on management philosophies as it pertains to staffing, budgeting, costing, marketing, and fiscal projecting. Proposers offered a detailed five (5) year projected budget including income projections.

In accordance with standard procurement practice, a Selection Committee was formed to examine the proposals and provide a recommendation to the County Administrator for the approval to proceed to negotiate. The Selection Committee consisted of:

- Dan Schlandt, Deputy County Administrator
- Cindy Turner, Director of Parks and Recreation
- Melissa Assha, Purchasing Division Procurement Contracts & Buyer Manager

The Committee recommended beginning negotiations with the top ranked firm, Pope Golf, LLC of Sarasota, Florida (PGL) to the County Administrator who in turn authorized negotiations to begin. Contract negotiations were conducted by the Purchasing Division and the Parks and Recreation Department staff.

Negotiations with PGL resulted in a five (5) year Agreement with a percentage of gross revenues structured compensation plan. The payment schedule provides ten percent (10%) of all revenues generated in the first two (2) years regardless of expenses without risk, ensuring taxpayers will not be subsidizing the courses. In the remaining three (3) years, the percentage increases to twenty percent (20%). Based on revenue projections, the County is anticipating a first year payment of approximately \$355,000.00 and a total aggregate amount exceeding \$2.7 million in five (5) years.

This Agreement requires PGL to support the daily operational and maintenance costs and to make capital improvements that provide an attractive and functional facility that is competitive in local golf market while providing a high quality public golfing experiences.

The value and quality of our county golf facilities will improve upon initiation of the capital improvement schedule contained with the Agreement. The value of the five (5) year investment schedule exceeds \$1.4 million and includes some of the following improvements: greens renovation at both golf courses, remodeling bag drop areas, tee box renovations, adding starter consoles at each course, bridge upgrade at Manatee Golf course, repair Buffalo Creek retaining wall, parking lot improvements at each course, pumping station infrastructure replacement and other improvements. It is important to note that due to recent revenue shortfalls, the county golf courses have not been able to, and would not otherwise be able to, finance any significant improvements of this nature. These types of improvements are absolutely necessary in order to maintain the integrity and functionality of the golf course's infrastructure.

To protect the County's asset and assure improvements in the course facilities, minimum acceptable standards of course, fairway and greens maintenance are specified in the agreement and include identifiable measures to assure a high standard of course quality.

PGL will be responsible for providing all labor necessary to meet the requirements and conditions of the agreement. To minimize the negative impacts this will have on incumbent county employees, PGL has agreed to give preferential employment opportunities to current county employees working at our golf courses.

The Agreement expands the County's existing community golf programs and requires added programming designed to promote the betterment of the community and also ensures discounted play for residents of Manatee County.

The Agreement will be administered by the Parks and Recreation Department.



Office of
**MANATEE COUNTY
ATTORNEY**

Tedd N. Williams, Jr., County Attorney

James A. Minix, Chief Deputy County Attorney
Maureen S. Sikora, Deputy County Attorney*
Robert M. Eschenfelder, Deputy County Attorney
Rodney C. Wade, Deputy County Attorney*
William E. Clague, Deputy County Attorney
James R. Cooney, Deputy County Attorney
Sarah A. Schenk, Deputy County Attorney*

MEMORANDUM

TO: Rob Cuthbert—Purchasing Official

FROM: Robert Michael Eschenfelder—Deputy County Attorney *RM*

THROUGH: Tedd N. Williams—County Attorney *TNW 7/28/11*

DATE: 28 July 2011

RE: Golf Courses Management Agreement (RLS 11-51) (CAO File No.: 1026-274)

In RLS 11-51, you provide a draft of the management agreement your staff and Parks staff have negotiated with Pope Golf LLC. You indicate that the Administration intends to present the agreement to the County Commission for consideration at its August 9 meeting, and ask for legal review prior to doing so.

I have reviewed this draft (having already provided informal reviews and edits to earlier drafts) and advise that it uses the same general form and terms as prior concession agreements reviewed by our Office, and neither those general terms, nor the business terms specific to this agreement, present any issues or concerns of a legal nature. Obviously, prior to submitting to the Commission, a clean, non-draft version should be printed, but otherwise the agreement is in sufficient form to be presented to the Commission for its consideration.

I trust this suitably responds to your request for service. If you have further questions, please feel free to contact me.

c: Ed Hunzeker—County Administrator
Deputy County Administrators
Cindy Turner—Parks & Recreation Department Director
Melissa Assha—Contracts & Buyer Manager
Michael Whelan—Parks & Recreation Contracts Manager

* Board Certified City, County & Local Government Law

1112 Manatee Avenue West, Suite 969, P.O. Box 1000, Bradenton, FL 34206
(941) 745-3750 • Fax (941) 749-3089

MEMORANDUM



County Administrator's Office
1112 Manatee Avenue West
Bradenton, FL 34205

MANATEE COUNTY FLORIDA

Phone: 941.745.3717
Fax: 941.745.3790
www.mymanatee.org

DATE: August 9, 2011
TO: Ed Hunzeker, County Administrator
FROM: Marianne Lopata, Agenda Coordinator
SUBJECT: AGENDA UPDATE FOR MEETING OF AUGUST 9, 2011

CHANGES TO CONSENT AGENDA

FINANCIAL MANAGEMENT

13. **Golf Courses** – Amend motion to add language: *"Approval is subject to review and approval by Clerk of Circuit Court."*
14. **John H. Marble Park** – Modifications on pages 3, 5, and 10 of agreement (*revisions highlighted-refer to pages 134, 136, and 141 of printed agenda book*). Changes are acceptable to The Bible Baptist Church (licensee)

ADDITION TO REGULAR AGENDA

ADMINISTRATOR

33. **Budget Discussion**

Maggie Riester

From: Susan Romine
Sent: Friday, August 12, 2011 1:44 PM
To: Maggie Riester
Subject: FW: Final Update - Manatee County Golf Properties

Susan Romine
Board Records Director
For R.B. "Chips" Shore
Manatee County Clerk of the Circuit Court & Comptroller
www.ManateeClerk.com
susan.romine@manateeclerk.com
941.741.4018
"Pride in Service with a Vision to the Future"

From: Chips Shore
Sent: Friday, August 12, 2011 12:56 PM
To: melissa.assha@mymanatee.org; Keith Pope; Dan Wolfson; dan.schlandt@mymanatee.org; robert.eschenfelder@mymanatee.org; Susan Romine; cindy.turner@mymanatee.org; mike.whelan@mymanatee.org
Cc: Caleb Grimes (cgrimes@grimesgoebel.com); Ed Hunzeker (Ed.Hunzeker@mymanatee.org)
Subject: RE: Final Update - Manatee County Golf Properties

Melissa you have done an outstanding job. Thanks.

I approve of the amendment as it stands and thank you for allowing us to add the language in the addendum.

As I understand the addendum has been signed by Mr. Pope and will be on the consent agenda this coming Tuesday for the Manatee County Board of Commissioners. I further understand you will be signing the agreement and delivering it to Mr. Pope.

Once again thank you for a professional job well done.

Chips Shore

Manatee County Clerk of Circuit Court and Comptroller
941-749-1800
url: www.Manateeclerk.com

"Pride in Service with Vision to the Future"

From: melissa.assha@mymanatee.org [mailto:melissa.assha@mymanatee.org]
Sent: Friday, August 12, 2011 12:00 PM
To: Keith Pope; Chips Shore; Dan Wolfson; dan.schlandt@mymanatee.org; robert.eschenfelder@mymanatee.org; Susan Romine; cindy.turner@mymanatee.org; mike.whelan@mymanatee.org
Subject: Final Update - Manatee County Golf Properties

Mr. Pope, President of Pope Golf, LLC, and I have discussed the concern that was brought to Mr. Shore earlier today by Mr. Pope and his legal representatives.

8/15/2011

It has been concluded that the First Amendment to the Franchise License Agreement stands as it is written and **we will now proceed** to engage in a successful contractual relationship in accordance with the terms and conditions of the Agreement in its entirety, including any and all Amendments.

This Amendment and the License Agreement have both been executed by Mr. Pope. I will need to execute them on behalf of the County, which I plan to take care of this afternoon. Mr. Shore has expressed his approval of the Amendment.

Mr. Pope will inform his legal counsel of his acceptance of the entire Agreement.

I want to thank everyone for their assistance in perfecting the Agreement by way of Amendment. If there are questions or concerns, please do not hesitate to call.

Melissa

Melissa W Assha
Contract & Buyer Manager
Manatee County Purchasing Division
941-749-3056

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.




Office of
**MANATEE COUNTY
ATTORNEY**

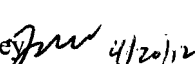
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William E. Clague, Deputy County Attorney
James R. Cooney, Deputy County Attorney
Sarah A. Schenk, Deputy County Attorney*

MEMORANDUM

TO: Cindy Turner—Parks & Recreation Department Director

FROM: Robert Michael Eschenfelder—Deputy County Attorney 

THROUGH: Tedd N. Williams—County Attorney  4/20/12

DATE: 20 April 2012

RE: Second Amendment to Golf Course Concession Agreement (RLS 11-433) (CAO File: 1090-248)

In RLS 11-433, you indicate that the Parks Department desires to exempt pro shop proceeds from the definition of gross revenue in the initial concession agreement, since this was the original intent of the parties, but was not clarified in the original agreement. You also indicate that the Clerk of Court's Audit Director has asked that this clarification be included in a formal amendment so future auditors will understand what is and isn't to be considered as revenue.

You also have asked for revisions to the terms of the agreement concerning the sale of alcoholic beverages as part of revenue, since this has created problems with Pope Golf's ability to secure a liquor license in its own name.

At your request, I have drafted the attached Second Amendment to the concession agreement pursuant to the business terms you requested. The amendment is in sufficient legal form to be presented to the County Commission for consideration.

I trust this adequately responds to your request for service. If you have other questions, please feel free to contact me.

c: Ed Hunzeker—County Administrator
Deputy County Administrators
Melissa Wendel—Purchasing Official

* Board Certified City, County & Local Government Law

SECOND AMENDMENT TO FRANCHISE LICENSE AGREEMENT

between

MANATEE COUNTY

and

POPE GOLF, LLC

for

OPERATIONS MANAGEMENT AND MAINTENANCE OF PROPERTIES AT MANATEE COUNTY GOLF COURSE AND BUFFALO CREEK GOLF COURSE

WHEREAS, on August 9, 2011, the Manatee County Commission approved a Franchise License Agreement between COUNTY and LICENSEE for the operation of the County's Golf Courses; and

WHEREAS, Article 22 of the original Agreement provides that it may be amended only by written document, properly authorized, executed, and delivered to the Parties; and

WHEREAS, the Parties amended their Agreement on August 23, 2011 to clarify certain matters concerning inventory and audit rights; and

WHEREAS, the Manatee County Clerk of the Circuit Court's Office, which acts as COUNTY's comptroller and treasurer, has requested clarification of certain terms and conditions of the original Agreement related to revenues; and

WHEREAS, the Manatee County Parks & Recreational Department has requested amendments to certain terms and conditions of the original Agreement related to the calculation of gross profits; and

WHEREAS, the COUNTY and LICENSEE have negotiated the terms of such amendments, which the Office of the Clerk has reviewed and approved; and

NOW, THEREFORE, in consideration of the mutual covenants, provisions, terms, promises, and conditions contained herein, the Parties agree to amend their original agreement as follows:

- 1) Article 3 is hereby amended by deleting the second paragraph, which reads: "In addition to the above, LICENSEE shall pay to COUNTY ten percent (10%) of gross

food and beverage receipts under \$25,000 per month and twelve percent (12%) of gross food and beverage receipts exceeding \$25,000 per month.” Article 3 is further amended by striking the graphic expression of percent of revenues for the years 2011 through 2016. The following graphic shall be inserted in its place:

	<u>2011/2012</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
% of Revenue					
Manatee	—	—	—	—	—
Buffalo Creek	—	—	—	—	—

- 2) The section of Article 11 entitled HOURS OF OPERATION is hereby amended to add the following language to the end of that section: “Notwithstanding the foregoing, food and beverage facilities shall be open to the public and in operation daily, each and every consecutive day throughout the term of this agreement. In addition, food and beverage service shall be offered during the same hours as the Pro Shop is open.”
- 3) A new section of Article 11, entitled EXPANSION OF HOURS, is created as follows: “EXPANSION OF HOURS: Notwithstanding any other provision of the agreement to the contrary, LICENSEE may expand the number of daily hours of operation beyond the minimum number of hours established hereof. However, at no time shall the facilities be operated earlier than 5:00 a.m. or later than 10:00 p.m. of any day without express written approval of COUNTY. LICENSEE shall not reduce the number of daily hours of operation without the express written consent of COUNTY.”
- 4) A new section of Article 11, entitled BEVERAGE CARTS, is created as follows: “BEVERAGE CARTS: The LICENSEE shall provide and operate a beverage golf cart on each golf course. The Contract Administrator reserves the right to approve the equipment, the menu, and the hours of operation of the beverage gold cart. LICENSEE agrees to comply with reasonable demands and modifications to the operation of the beverage golf cart as requested by the Contract Administrator.”
- 5) A new section of Article 11 is created to read: “LICENSEE shall not provide free or reduce charges for products or services in connection with the operation of the Facility, except in connection with promotional activities approved in advance by the COUNTY’s Contract Administrator. LICENSEE shall not extend credit to any COUNTY employee or official.”

- 6) A new section of Article 11 is created to read: "LICENSEE shall provide signage as approved by the COUNTY advertising the ability to pre-order food and beverage via the patrons own cell phone and picked up at the clubhouse. The signage will be placed at the eighth or ninth tee as approved by the COUNTY."
- 7) A new section of Article 11 is created to read: "The Facilities are intended for the general use and enjoyment of all residents and visitors as golfing venues. LICENSEE shall therefore not rent out or otherwise allow the Facility to be occupied by or under the control of any third party person, group or entity, including but not limited to use for private parties, rallies, or similar events, absent express prior approval of the COUNTY."
- 8) A new section of Article 11, entitled DISCOUNTS AND BUNDLING, is created to read: "DISCOUNTS AND BUNDLING: In order to fill unused tee times and maximum revenues for the courses, as well as to the County, Pope Gulf, LLC will offer in accordance with the procedures outlined in Resolution R-09-148 the following: "Coupons for discount rates and golf shop merchandise will be offered throughout the year to promote play and sales. The coupons will be offered in the range from \$1.00 to \$9.00 discounts to be applied to the existing golf rate..." Through analysis of the tee sheets for both courses on a daily basis, (PG) will determine trends and identify off peak times. PG staff will look at specific days of the week, blocks of time during the day (early morning, afternoon, twilight, etc.), and even specific tee times that go unused during the day. PG staff will then develop a special offer to attract golfers to these times. This offer will be loaded into an email special coupon, which will be emailed to our database of golfers. This database is segmented by golf course, so staff can target specific golfers with certain offers with the following conditions:
 1. The offer must be mentioned when the golfer makes their tee time, and
 2. The golfer must bring a copy of the email coupon when checking in to play golf.All offers must have a 30 day or less expiration date, and must be in a format not subject to unauthorized copying or other duplication.
- 9) LICENSEE must apply in its own name for a state liquor license within 30 days of the effective date of this Second Amendment which license will replace the license currently held in the COUNTY's name. A copy of said license shall, within 48 hours of its having been granted, be furnished to the Director of the Parks & Recreation Department.

June 19

WHEREFORE, the Parties have made and executed this Second Amendment to the Agreement for Operations Management and Maintenance of Manatee County Golf Course and Buffalo Creek Golf Course as of and effective on May 8, 2012.

POPE GOLF, LLC

MANATEE COUNTY GOVERNMENT

By: _____
Keith Pope, President

By: _____
Melissa Wendel
Purchasing Official, for the County

SECOND AMENDMENT TO FRANCHISE LICENSE AGREEMENT

between

MANATEE COUNTY

and

POPE GOLF, LLC

for

**OPERATIONS MANAGEMENT AND MAINTENANCE OF PROPERTIES AT
MANATEE COUNTY GOLF COURSE AND BUFFALO CREEK GOLF COURSE**

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WHEREAS, the Parties amended their Agreement on August 23, 2011 to clarify certain matters concerning inventory and audit rights; and

WHEREAS, the Manatee County Clerk of the Circuit Court's Office, which acts as COUNTY's comptroller and treasurer, has requested clarification of certain terms and conditions of the original Agreement related to revenues; and

WHEREAS, the Manatee County Parks & Recreational Department has requested amendments to certain terms and conditions of the original Agreement related to the calculation of gross profits; and

WHEREAS, the COUNTY and LICENSEE have negotiated the terms of such amendments, which the Office of the Clerk has reviewed and approved; and

NOW, THEREFORE, in consideration of the mutual covenants, provisions, terms, promises, and conditions contained herein, the Parties agree to amend their original agreement as follows:

- 1) Article 3 is hereby amended by deleting the second paragraph, which reads: "In addition to the above, LICENSEE shall pay to COUNTY ten percent (10%) of gross

food and beverage receipts under \$25,000 per month and twelve percent (12%) of gross food and beverage receipts exceeding \$25,000 per month.” Article 3 is further amended by striking the graphic expression of percent of revenues for the years 2011 through 2016. The following graphic shall be inserted in its place:

	<u>2011/2012</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
% of Revenue					
Manatee	11	11	21	21	21
Buffalo Creek	11	11	16	21	21

- 2) The section of Article 11 entitled HOURS OF OPERATION is hereby amended to add the following language to the end of that section: “Notwithstanding the foregoing, food and beverage facilities shall be open to the public and in operation daily, each and every consecutive day throughout the term of this agreement. In addition, food and beverage service shall be offered during the same hours as the Pro Shop is open.”
- 3) A new section of Article 11, entitled EXPANSION OF HOURS, is created as follows: “EXPANSION OF HOURS: Notwithstanding any other provision of the agreement to the contrary, LICENSEE may expand the number of daily hours of operation beyond the minimum number of hours established hereof. However, at no time shall the facilities be operated earlier than 5:00 a.m. or later than 10:00 p.m. of any day without express written approval of COUNTY. LICENSEE shall not reduce the number of daily hours of operation without the express written consent of COUNTY.”
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 2. The golfer must bring a copy of the email coupon when checking in to play golf.
- All offers must have a 30 day or less expiration date, and must be in a format not subject to unauthorized copying or other duplication.
- 9) LICENSEE must apply in its own name for a state liquor license within 30 days of the effective date of this Second Amendment which license will replace the license currently held in the COUNTY's name. A copy of said license shall, within 48 hours of its having been granted, be furnished to the Director of the Parks & Recreation Department.

WHEREFORE, the Parties have made and executed this Second Amendment to the Agreement for Operations Management and Maintenance of Manatee County Golf Course and Buffalo Creek Golf Course as of and effective on July 1, 2012.

POPE GOLF, LLC

MANATEE COUNTY GOVERNMENT

By: _____
Keith Pope, President

By: _____
Melissa Wendel
Purchasing Official, for the County