

REQUESTED COMMISSION ACTION:

Consent      X Ordinance      Resolution      Consideration/ Discussion      Presentation

SHORT TITLE      An ordinance approving and authorizing the proper city officials to execute an Agreement between the City of Pompano Beach and Bob Loring Enterprises, Inc. relating to the golf professional and operation and control of the driving range and pro shop at the Pompano Beach Municipal Golf Course.  
 (See fiscal impact below)

**Summary of Purpose and Why:**

The current agreement between the City and Robert Loring Enterprises, Inc. for Golf Professional Services terminates on March 31, 2015 and this agreement replaces the parties' former agreement in its entirety and provides for a revised scope of services, compensation rate and standard operating procedures. As the City's independent contractor, Mr. Loring will operate and control the Driving Range, Pro-shop, Bag Room and act as the Golf Professional. The agreement will be overseen by the Golf Course Manager. The Agreement is for a term of 5 years commencing on April 1, 2015 and expires on March 31, 2020 and provides for two 5 year renewal options with approval of both parties.

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Administrator      Ext. 4191
- (3) Expiration of contract, if applicable: March 31, 2020
- (4) Fiscal impact and source of funding: Other Professional Services Account 482-4820-576-31-60  
Driving Range starting April 1, 2015 - \$42,352.52; increases 3% per year and Personnel Expenses of \$77,463 per year with increase for minimum wage under FLSA. See Article 5 of agreement pg. 5

DEPARTMENTAL COORDINATION	DATE	RECOMMENDATION	
Parks & Recreation	<u>2-25-15</u>	<u>Approve</u>	<u>Mark Beaudreau</u>
City Attorney	<u>2/26/15</u>	<u>Approve</u>	<u>Robert Loring</u>
Internal Audit	<u>2-25-15</u>	<u>Approve</u>	<u>Robert Loring</u>
Risk Management	<u>3-3-15</u>	<u>Approved</u>	<u>E. Beech</u>
<u>X</u> City Manager	<u>[Signature]</u>	<u>James W. Seal</u>	

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration
Workshop		
1 <sup>st</sup> Reading <u>3/10/15</u>	1 <sup>st</sup> Reading	Results:
Approved		
2 <sup>nd</sup> Reading <u>3/24/15</u>		

# MEMORANDUM

## Parks, Recreation & Cultural Arts

### Memorandum 15-A51

DATE: February 25, 2015

TO: Dennis Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator

SUBJECT: Agenda Item – Ordinance Independent Contractor Agreement  
Bob Loring Enterprises, Inc. for Golf Professional Services

Please place the attached ordinance on the March 10, 2015, City Commission Agenda. The City Clerk's Office has advertised the ordinance for first reading for March 10, in the February 20, edition of the Sun-Sentinel. The current agreement for Golf Professional Services terminates on March 31, 2015 and this agreement replaces the parties' former agreement in its entirety and provides for a revised scope of services, compensation rate and standard operating procedures. The new agreement requires the Golf Professional to host three new golf tournaments, Golf Pro's employees to wear uniforms and for Golf Pro employees to participate in customer service training. As the City's independent contractor Mr. Loring (Bob Loring Enterprises) will operate and control the Driving Range, Pro-shop, Bag Room and act as the Golf Professional. The Golf Course Manger will oversee the Golf Professional Services Agreement.

If you have any questions regarding the agreement please feel free to contact me at 954-786-4191.

afh

cc: Brian Campbell, Golf Course Manager

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BOB LORING ENTERPRISES, INC. RELATING TO THE GOLF PROFESSIONAL AND OPERATION AND CONTROL OF THE DRIVING RANGE AND PRO SHOP AT THE POMPANO BEACH MUNICIPAL GOLF COURSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement relating to the golf professional at the Pompano Beach Municipal Golf Course to operate and control the golf driving range and pro shop, between the City of Pompano Beach and Bob Loring Enterprises, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute the said agreement between the City of Pompano Beach and Bob Loring Enterprises, Inc.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**PASSED SECOND READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

FP/ds  
2/3/15  
L:ord/2015-201f

**City of Pompano Beach**

**AGREEMENT**

**with**

**Bob Loring Enterprises, Inc.**

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THIS AGREEMENT (“Agreement”), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between:

**CITY OF POMPANO BEACH**, a municipal corporation located in Broward County, Florida (hereinafter “CITY”),

and

**BOB LORING ENTERPRISES, INC.**, a Florida for profit corporation (hereinafter “CONTRACTOR”).

**WHEREAS**, CONTRACTOR presently serves as the golf professional at the Pompano Beach Municipal Golf Course (the “CITY Property,” depicted in Exhibit 1) and operates and controls the golf driving range and Pro Shop situated thereon under an Independent Contractor Agreement between the parties dated June 10, 2010, which was subsequently amended on December 9, 2014, and which is scheduled to expire on March 31, 2015; and

**WHEREAS**, this Agreement replaces the parties’ former Agreement in its entirety and provides for a revised scope of services, compensation rate and standard operating procedures; and

**WHEREAS**, CITY has determined that entering into this Agreement with CONTRACTOR to provide the foregoing professional golf services at the CITY Property is in the best interest of the public; and

**WHEREAS**, CITY and CONTRACTOR desire to enter into this Agreement setting forth the parties’ mutual understandings and undertakings.

**NOW, THEREFORE**, in consideration of the conditions, covenants and mutual promises herein contained, CITY and CONTRACTOR agree as follows.

**ARTICLE 1  
REPRESENTATIONS**

A. **Representations of CITY.** CITY makes the following representations to CONTRACTOR, which CITY acknowledges CONTRACTOR has relied upon in entering into this Agreement.

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

3. CONTRACTOR shall be entitled to rely upon the accuracy and completeness of any information or reports supplied by CITY or by others authorized by the CITY's Golf Course Manager.

B. **Representations of Bob Loring Enterprises, Inc.** CONTRACTOR makes the following representations to CITY, which CITY relies upon in entering into this Agreement.

1. Bob Loring Enterprises, Inc. is a Florida for profit corporation duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. CONTRACTOR's execution, delivery, consummation and performance under this Agreement will not violate or cause CONTRACTOR to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which CONTRACTOR is a party or constitute a default thereunder or cause acceleration of any obligation of CONTRACTOR thereunder.

3. The individual executing this Agreement and related documents on behalf of Bob Loring Enterprises, Inc. is duly authorized to take such action which action shall be, and is, binding on CONTRACTOR.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting Bob Loring Enterprises, Inc. or its principals that CONTRACTOR is aware of which would have any material effect on CONTRACTOR's ability to perform its obligations under this Agreement.

5. CONTRACTOR represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. The standard of care for all services furnished by CONTRACTOR and its employees, subcontractors or other agents under this Agreement shall be of the highest quality of skill and care used by other golf professionals and driving range and Pro Shop operators at other high-end daily fee golf facilities.

7. CITY shall be entitled to rely upon the professional instruction, administrative, management and interpersonal skills of CONTRACTOR or others authorized by CONTRACTOR under this Agreement.

8. CONTRACTOR represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its activities in a professional, reputable manner.

9. CONTRACTOR agrees to be bound by all terms, conditions, duties obligations and specifications set forth in this Agreement.

10. CONTRACTOR has performed labor calculations for the driving range and determined its staffing responsibilities hereunder equate to approximately 6,950 service

hours annually and CONTRACTOR agrees to annually provide that amount of staffing for the driving range during the term of this Agreement.

11. CONTRACTOR understands and agrees that the CITY desires to operate the CITY Property as a high-end daily fee golf facility and warrants to consistently furnish all professional services hereunder in a manner that will promote the foregoing CITY goal.

**ARTICLE 2  
NON-ASSIGNABILITY AND SUBCONTRACTING**

A. This Agreement is not assignable and CONTRACTOR agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity without prior written approval from CITY.

B. Any attempt by CONTRACTOR to assign or transfer any of its rights or obligations under this Agreement without first obtaining CITY's written approval shall result in CITY's immediate cancellation of this Agreement. Specifically, no formal assignment of any right or obligation under this Agreement shall be binding on CITY without the formal written approval of the CITY Commission of Pompano Beach.

However, to obtain CONTRACTOR's maximum performance hereunder, from time to time CONTRACTOR may supplement its personnel at the CITY Property with the addition of other outside professional personnel who shall be hired at CONTRACTOR's sole expense and not deemed to be sub-contractor for the purposes of this Article.

C. This Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of CONTRACTOR's insolvency or bankruptcy, CITY may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of CONTRACTOR hereunder shall immediately cease and terminate.

D. Nothing herein shall be construed to create any personal liability on the part of CITY, its agents, officers or employees nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and CONTRACTOR.

**ARTICLE 3  
TERM AND RENEWAL**

This Agreement shall be for a term of five (5) years to commence on April 1, 2015, and terminate on March 31, 2020. The CITY reserves the right to extend this Agreement with two (2) five-year renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 180 days prior to normal termination.

Should the CITY decide not to renew this Agreement, CITY shall notify CONTRACTOR at least three (3) months prior to termination of this Agreement to allow CONTRACTOR an opportunity to liquidate any Pro Shop merchandise.

**ARTICLE 4**  
**ACCOUNTING, RECORDKEEPING AND BACKGROUND CHECK PROCEDURES**

A. CONTRACTOR shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in this Article and in Exhibit 1 attached hereto and made a part hereof.

B. CONTRACTOR shall provide the CITY's Golf Course Manager a monthly statement detailing gross revenues from the driving range, sales tax collected and staffing expense (including payroll, employer's portion of FICA, Medicare, and worker's compensation insurance) which has been reviewed, approved and attested to as accurate, by the signature of Robert M. Loring. Driving range gross revenue shall be any revenue that results from the operation of the driving range pursuant to this Agreement. CONTRACTOR may retain all revenues from the Pro Shop and any other sources, however, all retained revenues shall be recorded on a CITY cash register by product code and a "Z" tape of total register sales activity shall be taken on a daily basis. If payment is due and owing, CONTRACTOR shall pay CITY an additional charge of twenty-five dollars (\$25.00) per day for each day's delay in payment, retroactive to the first day the payment is due. CITY's right to access the foregoing penalty shall be in addition to any other legal remedies or CITY's s right to terminate this Agreement as set forth herein.

C. CONTRACTOR's fiscal year shall begin on January 1 of the calendar year. CONTRACTOR shall deliver each year to the Golf Course Manager compiled financial statements performed by a certified public accountant as recorded during the course of CONTRACTOR's fiscal operation, and CONTRACTOR shall be responsible for submitting such reports for any partial year. The compiled financial statements shall include the Balance Sheet and related Statements of Income, Earnings and Cash Flows in accordance with the standards established by the American Institute of Certified Public Accountants. The Statement of Income shall be required to separately break out all Pro Shop revenues and expenses and driving range revenues and expenses.

CONTRACTOR shall prepare the compiled financial statements at its sole expense and provide CITY same no later than ninety (90) days following the close of the fiscal year. In the event CONTRACTOR fails to comply with the foregoing, CITY may employ a certified public accountant to make such an examination at CONTRACTOR's expense. The cost of the examination shall be borne by CONTRACTOR who shall promptly pay for same.

D. CITY's agents shall have the right to examine and audit CONTRACTOR's books and records during business hours. If such examination or audit discloses a liability of range revenue, CONTRACTOR shall pay the amount due, and if such liability exceeds three percent (3%) of the range revenue paid by CONTRACTOR, CONTRACTOR shall pay the amount due, and in addition thereto, CONTRACTOR shall pay for the cost of the audit.

E. CONTRACTOR shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s). However, if an audit has

been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

F. Within 72 business hours of CITY's written request, CONTRACTOR shall make available for CITY's inspection and review, all Schedules, Time Sheets, Logs, Reports and other records attendant to CONTRACTOR's provision of goods and services hereunder.

G. Prior to allowing any of its employees to provide services at the CITY Property, for each proposed employee CONTRACTOR shall provide CITY's Golf Course Manager and Human Resources Director (the "HR Director) copies of the following: (i) a completed application for employment and (ii) background checks conducted in accordance with the procedures memorialized in Exhibit 2.

The foregoing documentation shall be simultaneously provided electronically to the CITY's Golf Course Manager and HR Director under cover of the formal transmittal memo attached hereto as Exhibit 3 which shall be reviewed by both the Golf Course Manager and the CITY's Human Resources Director for their final decision within five (5) business days (or as soon thereafter as is reasonably possible) regarding whether the CITY rejects or accepts the proposed employee. Proposed employees must receive the foregoing written CITY approval prior to commencing services at the CITY Property.

All background screening shall be conducted at CITY's sole expense. CONTRACTOR's failure to comply with the foregoing background submittal and CITY approval/rejection procedures shall be deemed a material breach of this Agreement.

**ARTICLE 5**  
**COMPENSATION FOR SERVICES**

A. As consideration for the services CONTRACTOR provides during the first year of this Agreement at the driving range on the CITY Property, CITY shall pay CONTRACTOR \$42,352.52 annually. The aforesaid annual compensation rate shall be increased by three (3%) percent per year on April 1 of each subsequent year of this Agreement so that the compensation per year, to be paid in equal monthly payments, shall be as follows:

April 1, 2015	\$42,352.52
April 1, 2016	\$43,623.10
April 1, 2017	\$44,931.79
April 1, 2018	\$46,279.74
April 1, 2019	\$47,668.13

B. In addition to the aforesaid compensation, CONTRACTOR shall receive \$77,463.02 per year payable in equal monthly installments or personnel related expenses for the driving range. However, should the minimum wage under the Fair Labor Standards Act (FLSA) increase at any time during the life of this Agreement, the monthly installments paid to CONTRACTOR shall be increased beginning with the monthly installment to be paid in the month following the FLSA increase to the minimum wage. Said increase to each monthly installment paid to CONTRACTOR shall be equal to the sum of the following divided by twelve:

1. The dollar amount of the hourly minimum wage increase multiplied by 6,950 plus;
2. The dollar amount of the hourly minimum wage increase multiplied by 6,950 multiplied by the sum of the following:
  - a) the applicable employer's FICA percentage plus;
  - b) the applicable FUTA percentage plus;
  - c) the applicable SUTA percentage plus;
  - d) the applicable workmen's compensation percentage.

C. CONTRACTOR agrees to submit invoices for services provided hereunder on the fifteenth (15) day of each month which CITY agrees to pay within ten (10) business days of CITY's receipt of said invoice(s).

D. Unless otherwise authorized by law and subject to the provisions of Articles 12, 14, 18 and 21 hereunder, CITY's obligation for payment to CONTRACTOR is limited to the availability of funds appropriated in each current fiscal year period and continuation of this Agreement into each subsequent fiscal period is subject to appropriation of funds.

## **ARTICLE 6 RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall be responsible stock, manage and staff the Golf Pro Shop; provide private and group golf lessons; and operate and staff the driving range and bag room at the CITY Property. CONTRACTOR shall provide all services hereunder and such additional duties as the Golf Course Manager may from time to time reasonably require of CONTRACTOR, in a professional manner consistent with CITY policies, including developing and adhering to written protocols that ensure for safe operations and prompt delivery of services at the CITY Property and that public resources are properly tracked and appropriated. CONTRACTOR agrees to follow the policies and directives of the CITY's Golf Course Manager but in the absence thereof, CONTRACTOR shall exercise its reasonable judgment in discharging its duties hereunder.

B. Full-time Responsibilities of Robert M. Loring as the Golf Professional. CONTRACTOR understands and accepts that it is the CITY's intent that Robert M. Loring shall serve as the Golf Professional at the CITY Property and also operate and manage the Pro Shop, driving range and bag room situated thereon, all of which shall be on full-time basis. As such, CONTRACTOR understands and agrees that CONTRACTOR shall submit an advance monthly schedule to the Golf Course Manager identifying any day(s) for which Robert M. Loring plans not to be present at the CITY Property. The aforementioned schedule shall cover all days of the year excluding Christmas Day.

At least one week prior to any planned absence of Robert M. Loring at the CITY Property, Robert M. Loring shall submit to the CITY's Golf Course Manager, written notice designating an assistant professional who shall provide such full-time coverage in his absence. Any assistant professional proposed to serve in Robert M. Loring's absence shall be subject to the written approval of the CITY's Golf Course Manager and familiar with all operations, personnel, facilities, emergency/routine procedures, and regulations governing the CITY Property.

C. To Sell Accessories at the Pro Shop and Operate a Bag Storage Room. CONTRACTOR shall stock and sell at reasonable prices, golf balls, clubs, clothing and other related golf accessories at the Pro Shop; operate the bag storage room on the Property; and repair golf clubs in a proper and workmanlike manner for such remuneration as is customarily paid for work of a like nature. CONTRACTOR, at CONTRACTOR's sole expense, shall provide all necessary supplies, merchandise, machinery, materials and tools to provide the aforesaid services. CONTRACTOR agrees to provide professional staffing at the bag storage room and to increase said staffing when the volume of play warrants increased supervision as determined by the CITY's Golf Course Manager.

D. To Give Lessons. CONTRACTOR may, when requested to do so, give instruction in the game of golf to any person at a charge to be determined by CONTRACTOR. CONTRACTOR shall have the right to hire, at CONTRACTOR's sole expense, such assistant professionals as CONTRACTOR may deem necessary. A maximum of twelve (12) persons, including Robert M. Loring and two (2) of his family members along with such assistant professionals as CONTRACTOR shall designate in writing to the Golf Course Manager, shall have free use of the CITY Property, including the golf courses, driving range, putting green, and use of electric golf cars.

E. Driving Range Personnel. CONTRACTOR shall employ personnel to operate the driving range and such employees shall not be considered employees of the CITY for any purpose or reason whatsoever. CONTRACTOR understands and agrees that no CITY employees shall be utilized to operate the driving range. CONTRACTOR agrees to provide qualified golf assistance on the range when the volume of play warrants increased supervision as determined by the CITY's Golf Course Manager.

CONTRACTOR may employ at the driving range, at any given time, a maximum of ten (10) junior golfers (age 18 and under) from the community who may enjoy free use of the golf course (greens fees only, carts not included) and driving range. CONTRACTOR shall be responsible to insure that junior golfer do not play golf during the hours that they are required to be in school. CONTRACTOR shall also supervise junior golfers' play to insure they do not use the golf course during busy hours and periods. CONTRACTOR shall supply the Golf Course Manager with the names of the junior golfers employed by CONTRACTOR at the driving range who are to be allowed free playing privileges and CONTRACTOR shall be obligated to keep the list current. CONTRACTOR shall ensure that all junior golfers' play will be recorded by the CITY cashiers located at the Clubhouse at the CITY Property.

Additionally, all of CONTRACTOR's employees shall be allowed free use of the driving range and golf course (greens fees only, cart not included). However, CONTRACTOR shall be responsible to maintain an accurate log recording all free use of the driving range by CONTRACTOR's employees that contains the employee's name/signature, date and time of free play, and number of tokens used. CITY cashier shall maintain a separate log recording all free use of the CITY Property by CONTRACTOR's employees that contains the employee's name/signature, date and time of free play, and location of free playing privileges.

F. CONTRACTOR's employees and other agents shall immediately report in writing any hazardous conditions and/or repairs or maintenance necessary to keep the CITY

Property in good and safe condition by completing and delivering the *Report of Hazardous Condition* form attached hereto and made a part hereof as Exhibit 4 to the CITY's Golf Course Manager.

G. CONTRACTOR shall provide the CITY's Golf Course Manager prompt written notice of any accidents occurring at the CITY Property in which damage to property or injury to a person occurs. The aforesaid written notice shall be provided on the forms attached hereto and made a part hereof as Exhibits 5.

H. Prompt Payment of Obligations. All obligations owed by CONTRACTOR to the CITY or any third party at any time during the term of this Agreement shall be promptly paid by CONTRACTOR when due.

I. Retrieval of Golf Balls. CONTRACTOR shall be responsible for monthly retrieval of golf balls from the lakes and water hazards. If CONTRACTOR retains a qualified company or other outside personnel to retrieve golf balls, CONTRACTOR shall be responsible to provide the CITY's Risk Manager proof that said outside company has sufficient insurance coverage. No outside company shall commence ball retrieval services until the CITY's Risk Manager has provided written approval the requisite insurance coverage is in place.

J. CONTRACTOR shall be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against CONTRACTOR's provision of services or goods under this Agreement.

K. CONTRACTOR is responsible for hiring and managing its own employees, all of which shall be a minimum of eighteen (18) years old, under CONTRACTOR's exclusive direction and control and not deemed agents or employees of the CITY.

L. CONTRACTOR shall be solely responsible for compensating its employees, representative and other agents and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons including, but not limited to, provision of workers' compensation insurance and any other benefits required by law.

M. CONTRACTOR shall be responsible to ensure that all its employees, other agents or representatives are suitable for employment in a municipal facility in terms of general character, knowledge, ability, public relations potential, manner and conduct.

N. CONTRACTOR shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, including the laws of Broward County and the charter, ordinances and other regulations of the CITY of Pompano Beach as may now exist or as may hereafter be adopted. Ignorance on CONTRACTOR's part shall in no way relieve CONTRACTOR from this responsibility. CONTRACTOR, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the CITY. Proof of such licenses, approvals and sales tax payments shall be submitted to the CITY's Golf Course Manager upon request.

O. CONTRACTOR shall maintain, and be required to verify, that it operates a "Drug Free Workplace" as set forth in § 287.087, Florida Statutes.

P. CONTRACTOR shall immediately repair any damage to CITY Property caused by CONTRACTOR and be solely responsible to bear all associated costs for labor and materials. CONTRACTOR shall make repairs in a manner that restores the damaged area/facility to its original condition or better.

Q. CONTRACTOR shall ensure its employees maintain a neat and orderly personal appearance in keeping with the CITY's image. All Pro Shop, bag attendants and range staff shall be neatly attired at all times in uniforms pre-approved by the CITY's Golf Course Manager which shall consist of a shirt, hat and khaki, blue or stone colored pants, shorts or skirts. CONTRACTOR shall be responsible to supply his staff with hats and shirts that identify staff as CONTRACTOR's employees.

R. CONTRACTOR shall provide a minimum of three (3) golf club demo days per year. Any and all vendors participating in demo day shall be pre-approved in writing by the CITY's Golf Course Manager.

S. CONTRACTOR shall be required to supply a minimum of two (2) full-time assistant golf professionals, both of whom shall be registered and in good standing with the PGA of America. In addition, CONTRACTOR agrees that Robert M. Loring and his two assistant golf professionals will attend training and teaching programs offered by the PGA and top line manufacturing companies to maintain their teaching skills and also increase their general knowledge of the latest techniques and teaching trends.

T. CONTRACTOR shall provide a minimum of three (3) golf tournaments annually for members of the CITY Property.

U. Subject to the approval of the CITY's Golf Course Manager who shall participate in the development and implementation process, CONTRACTOR shall develop and manage an annual amateur competitive golf tournament at the CITY Property that shall be open to any individual that maintains a verifiable golf handicap.

V. Subject to approval of the CITY's Golf Course Manager, CONTRACTOR shall develop and implement customer service written protocols to properly train all CONTRACTOR's staff in providing top-quality service at the CITY Property.

## **ARTICLE 7 RESPONSIBILITIES OF CITY**

A. CITY is responsible to maintain all alarm and building systems (E.g. plumbing, electrical, painting, ceilings, walls, floors, and roof) of the Clubhouse on the CITY Property, including providing all fixtures, mirrors, trash receptacles, paper towel and toilet tissue dispensers in the restroom facilities.

B. Cash Register. CITY shall provide CONTRACTOR with cash register equipment which shall remain the property of CITY.

C. Utility Charges. CITY shall pay all utility charges such as water, electricity and alarm system which are incurred in the operation of the driving range, Pro Shop and bag storage room, provided, however, that CITY shall not be responsible for any Pro Shop telephone charges.

D. The CITY's Golf Course Manager shall promptly respond to complaints from patrons of the CITY Property regarding CITY's or CONTRACTOR's employees or other representatives and ensure that appropriate follow-up and/or disciplinary action as warranted by the circumstances is taken.

## **ARTICLE 8 MISCELLANEOUS TERMS AND CONDITIONS**

A. Schedule of Prices and Charges. CITY shall determine all prices and charges for goods and services supplied in connection with the operation of the driving range.

B. Driving Range and Pro Shop Use. During the term of this Agreement, CONTRACTOR shall use the driving range and Pro Shop premises, which include the bag room storage room, exclusively for the purposes described herein. CONTRACTOR shall not allow such premises or any part thereof to be used for any immoral or illegal purposes, and shall not allow, suffer or permit such premises to be used for any such purposes, business, activity, use, function or object to which the CITY objects.

C. Improvements. Any improvements to be made to the Pro Shop and bag storage room shall be the sole responsibility of CONTRACTOR. Improvements may be made only upon written authorization from CITY and shall comply with all applicable laws.

D. CONTRACTOR and assistant golf professional teaching staff will receive free golf balls from the CITY to teach lessons.

E. CONTRACTOR shall utilize the CITY Property exclusively for the activities described herein and not allow any part thereof to be used for any immoral or illegal purposes. CONTRACTOR shall not allow, suffer or permit the CITY Property to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

## **ARTICLE 9 INDEMNIFICATION OF CITY**

A. CONTRACTOR shall indemnify, defend and save harmless the CITY from and against all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of whatsoever kind arising directly or indirectly out of or in connection with CONTRACTOR's provision of services under this Agreement whether same occurs or the cause arises on or away from the CITY Property except that CONTRACTOR will not be liable under this Article for damages arising out of injury or damage to persons or property arising from the sole negligence of a third party or the CITY, any of its officers, agents or employees.

B. CONTRACTOR shall be solely responsible for insuring all stock, inventory, monies or other property at the CITY Property against damage or loss of any nature or kind.

CONTRACTOR acknowledges and agrees that CITY assumes no responsibility whatsoever for any property placed at the CITY Property and with the exception of damages or loss suffered as a result of CITY's negligence, CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of CONTRACTOR's presence and occupancy at the CITY Property.

## **ARTICLE 10 INSURANCE**

CONTRACTOR shall maintain insurance in the amounts and subject to all conditions set forth in the *Insurance Requirements* form attached hereto as Exhibit 6 and shall not commence operations under this Agreement until proof of insurance detailing the terms and provisions of coverage has been received and approved in writing by the CITY's Risk Manager.

## **ARTICLE 11 INDEPENDENT CONTRACTOR**

Both CITY and CONTRACTOR agree that CONTRACTOR is an independent CONTRACTOR and not a CITY employee. CITY shall not be liable for any wages, salaries, debts, liabilities or other obligations for CONTRACTOR's employees, agents or other representatives performing obligations of CONTRACTOR hereunder. All administrative procedures applicable to services under this Agreement, including personnel policies, tax responsibilities, social security, health insurance, employee benefits and purchasing policies shall be those of CONTRACTOR. Except as otherwise provided hereunder, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

## **ARTICLE 12 DEFAULT AND DISPUTE RESOLUTION**

A. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice from the other in accordance with Article 17 herein.

If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing, either party may appeal in writing to the CITY Manager for the CITY in accordance with Article 17 herein.

Upon receipt of said written appeal or demand, the CITY Manager for the CITY may request additional information relating to the dispute from either or both parties, which shall be provided within a reasonable time. Upon the CITY Manager's receipt and timely review of the disputed matter, the CITY Manager may make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the CITY Manager's decision is not implemented

within the deadline set forth therein, the sixty (60) day advance written notice provision set forth in Article 14 herein shall not apply and it shall be lawful for either party to immediately terminate this Agreement in addition to any other remedies provided by law.

The default and dispute resolution process described in this Article is non-exclusive and without prejudice to the right of either party to pursue other remedies available at law.

### **ARTICLE 13 ANNUAL PERFORMANCE GOALS AND EVALUATION**

The CITY's Golf Course Manager shall annually review and evaluate CONTRACTOR's performance based on performance criteria developed by CITY utilizing the scope of services set forth herein. CITY shall provide CONTRACTOR a written summary of the aforesaid Annual Evaluation and provide an adequate opportunity for CONTRACTOR to discuss same with the CITY's Golf Course Manager.

### **ARTICLE 14 TERMINATION**

A. Either party may terminate this Agreement, in whole or in part, without cause upon one hundred eighty (180) days advance written notice to the other in accordance with Article 17 herein.

B. Should either party fail to perform any of its obligations under this Agreement for a period of ten (10) days after receipt of written notice of such failure or deficiency, the non-defaulting party may elect to follow the Default and Dispute Resolution procedures set forth in Article 12 herein or terminate this Agreement upon sixty (60) days written notice to the other.

C. In the event either party cancels this Agreement, CONTRACTOR agrees to accept the balance of the compensation due and owing to them at the effective date of cancellation for the work performed up to that date. In addition, if this Agreement is terminated in the middle of an annual term, CONTRACTOR agrees to provide the Annual Time and Pay History Detail Report (Exhibit 9) and the Annual Product and Services Reconciliation Log (Exhibit 10) required hereunder within fourteen days of termination.

D. The foregoing rights of termination are in addition to any other rights and remedies that either party may have.

### **ARTICLE 15 NO DISCRIMINATION**

During the performance of this Agreement, CONTRACTOR agrees not to discriminate against its or CITY's employees, patrons of the CITY property, or in the solicitation or purchase of goods or services on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability.

**ARTICLE 16  
PUBLIC ENTITY CRIMES ACT**

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, CONTRACTOR certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

**ARTICLE 17  
NOTICES AND DEMANDS**

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

**For CITY:**

CITY Manager  
P.O. Drawer 1300  
Pompano Beach, Florida 33061  
[dennis.beach@copbfl.com](mailto:dennis.beach@copbfl.com)  
954-786-4601 office  
954-786-4504 fax

**With a copy to:**

Recreation Program Administrator  
1801 NE 6<sup>th</sup> Street  
Pompano Beach, Florida 33060  
[mark.beaudreau@copbfl.com](mailto:mark.beaudreau@copbfl.com)  
954-786-4191 office  
954-786-4113 fax

Golf Course Manager  
1101 North Federal Highway  
Pompano Beach, Florida 33062  
[brian.campbell@copbfl.com](mailto:brian.campbell@copbfl.com)  
954-786-4034 office  
954-786-4113 fax

**For CONTRACTOR:**

Robert M. Loring  
1457 NE 60 Street  
Ft. Lauderdale, Florida 33334  
954-781-0426 office  
954-781-5653 fax  
[rloring@bellsouth.net](mailto:rloring@bellsouth.net)

**ARTICLE 18  
GOVERNING LAW AND VENUE**

A. The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and CONTRACTOR submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

**ARTICLE 19  
CONTRACT ADMINISTRATOR**

A. The CITY's Golf Course Manager or his/her designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

B. Robert M. Loring shall serve as CONTRACTOR's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 20  
NO CONTINGENT FEE**

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of CONTRACTOR's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 21  
ATTORNEY'S FEES**

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

**ARTICLE 22  
FORCE MAJEURE**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

If CITY or CONTRACTOR are unable to perform, or are delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

**ARTICLE 23  
WAIVER AND MODIFICATION**

A. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

B. CITY and CONTRACTOR may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. However, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

**ARTICLE 24  
RELATIONSHIP BETWEEN THE PARTIES**

CONTRACTOR is being contracted by CITY for the purposes and to the extent set forth in this Agreement and, as such, shall be free to dispose of such other portion of its time and skill as does not interfere with its obligations hereunder.

**ARTICLE 25  
SEVERABILITY**

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

**ARTICLE 26  
APPROVALS**

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

**ARTICLE 27  
ABSENCE OF CONFLICTS OF INTEREST**

CONTRACTOR represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance hereunder. CONTRACTOR further represents no person having any interest shall be employed or engaged by it for said performance.

CONTRACTOR shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence CONTRACTOR's judgment or quality of services being provided hereunder. Said notification shall identify the prospective business

interest or circumstance and the nature of work that CONTRACTOR intends to undertake and shall request the CITY's opinion as to whether such association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by CONTRACTOR.

**ARTICLE 28  
BINDING EFFECT**

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

**ARTICLE 29  
NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY.

**ARTICLE 30  
OWNERSHIP OF RECORDS**

All documents, records or other materials CONTRACTOR is required to maintain or provide CITY pursuant to the terms of this Agreement shall become CITY property.

**ARTICLE 31  
ENTIRE AGREEMENT AND INTERPRETATION**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and CONTRACTOR and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

**Remainder of page intentionally left blank**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as CITY Manager and **ASCELETA HAMMOND**, as CITY Clerk of the CITY of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"CONTRACTOR":**

Witnesses:

**BOB LORING ENTERPRISES, INC.**  
a Florida limited liability company

[Signature]

Print Name: SCOTT R MOORE

Print Name: Brian Campbell

By: [Signature]  
ROBERT M. LORING, PRESIDENT

STATE OF FLORIDA  
COUNTY OF BROWARD

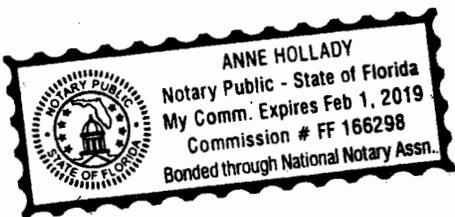
The foregoing instrument was acknowledged before me this 25 day of February, 2015, by ROBERT M. LORING, as President of Bob Loring Enterprises, Inc., a Florida for-profit corporation, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298  
Commission Number



2/20/15  
l:agr/recr/2015-522f

## **EXHIBIT 1**

### **ACCOUNTING METHODS AND PROCEDURES**

#### **A. RECORDKEEPING, RECORDS RETENTION AND AUDIT ACCESS**

1. CONTRACTOR shall keep full and complete daily records of golf course gross income and expenses resulting from the conduct of (including but not limited to) the golf course driving range, pro shop, and related services authorized in this agreement.

2. CONTRACTOR shall install and maintain a system for keeping such records of (including but not limited to) the golf course driving range, pro shop, and related services as may be reasonably required by the City in accordance with generally accepted accounting principles.

3. The City and any accountants designated by it or either of them shall at all reasonable times during normal business hours have the right to inspect and examine all books, papers, and accounting records (including, but not limited to), cash register tapes, ledgers, journals, bank statements, state sales tax and federal tax returns, timesheets, work schedules, etc. of CONTRACTOR relating to (including but not limited to) its golf course driving range, pro shop, and related services. The failure of CONTRACTOR to produce any of the records described herein following a request by City agents shall be deemed a material breach and City may terminate this agreement pursuant to the terms specified in the agreement. CONTRACTOR agrees to keep all such books, papers, and records at the golf pro shop or at some mutually agreed upon place. In addition, the City and its accountants shall have the right to review CONTRACTOR'S system of internal controls relating to (including, but not limited to) golf course driving range, pro shop, and related services and to suggest needed changes.

4. CONTRACTOR-The City reserves the right to request a copy of the federal tax returns and state sales tax returns, which shall be timely, submitted, if requested.

5. Each dealer defined in Chapter 212, Florida Statutes, each licensed wholesaler, and any other person subject to the tax imposed by Chapter 212, Florida Statute, shall keep and preserve, for a period of five years a complete record of all transactions, together with invoices, bills of lading, gross receipts from sales, resale certificates, consumer exemption certificates and other pertinent records and papers as may be required by the Department of Revenue for the reasonable administration of Chapter 212, Florida Statute, and such books of account as may be necessary to determine the amount of tax due thereunder. All such books, invoices, and other records shall be open for inspection by the Department of Revenue or City representatives at all reasonable hours at the dealer's store, sales office, warehouse or place of business located in this state. Any dealer who maintains such books and records at a point outside this state shall make such books and records available for inspection by the Department of Revenue or City representatives at City Hall. Thus the City requires CONTRACTOR to retain for a period of five years at a minimum: sales journals, general ledgers, disbursement journals, invoices, bank statements, sales and use tax returns, federal income tax returns, payroll ledgers, daily detail transaction register tape and daily final summary 'Z' tapes of cash register activity not forwarded to the City, etc.

6. CONTRACTOR shall promptly disburse all taxes required by Federal, State, and local authorities and shall pay any applicable taxes relating to golf pro shop and golf driving range operations. Sales -tax computed must ensure compliance with all state sales tax provisions currently in force or as may be amended from time to time. Noncompliance with state sales tax regulations, will subject CONTRACTOR to potential penalties.

## **B. DAILY OPERATIONS**

1. A numerical accountability shall be established over the final summary "Z" totals recorded on the cash register (s) tapes. All cash register (s) tapes including training tapes, etc. shall be maintained to account for the continuity of the Z numbers. A final summary "Z" tape total (s) of total sales activity shall be taken on a daily basis for each cash register.

2. All sources of revenue from the Pro Shop and any other source, and golf course driving range revenues including sales tax collected shall be recorded through the cash register (s) with a dual tape by separate product keys. In addition, the cash register (s) should provide the control capability to separately account for the use of separate operator or product code keys for each assistant pro.

- a. For daily final summary "Z" tapes of cash register activity, if one cash register is used for all sales including golf pro shop, any other revenues and golf course driving range revenues including sales tax collected, then the City shall be forwarded the original copy of the "Z" tape of cash register activity and the Golf Professional shall retain a duplicate "Z" tape of register activity which is physically produced by the cash register.
- b. For daily final summary "Z" tapes of cash register activity, if two cash registers are used to separately record golf course driving range revenues including sales tax collected, and golf pro shop and any other revenues, then the City shall be forwarded the original daily "Z" cash register tape of total sales activity of golf course driving range revenue including sales tax collected, and the Golf Professional will separately produce and retain activity of golf pro revenues and any other revenues, excluding golf course driving range revenue including sales tax collected.

3. To promote the timeliness of daily deposits of golf course driving range revenues including sales tax collected due the City, the City Treasurer shall furnish the golf professional with bank deposit tickets on a designated City account, and locked bank bags. The golf professional shall complete City bank deposit tickets, place daily golf course driving range revenues including sales tax collected into a locked bank bag, forward daily bank deposit tickets, locked bank bag, and original "Z" tape of daily register total sales activity of golf course driving range revenues including sales tax to City golf course cashiers who will forward golf course driving range daily deposit with the City's daily bank deposit of golf course revenues. Treasury Division will retain the original "Z" tapes of daily golf course driving range revenues including sales tax and daily bank deposit ticket for a period of five (5) years.

4. In order to provide for full accountability over sales, the full amount of the sale shall be recorded, and any gift certificates shall be applied as a credit to the sale. These gift certificates should then be retained with the appropriate day's documentation to support the credit.

5. All tournament revenues/expenses should be formally accounted for through the cash register and the financial results reported.

6. Other than the City bank account used for daily deposits of golf course driving range revenues including sales tax collected, separate bank checking accounts shall be utilized for the driving range and golf shop, and only be utilized for the revenues/expenses directly relating to their operations. A separate bank account shall be utilized for personal expenses.

7. With the use of the ball dispensers, all sales via the use of tokens are to be made at the Pro Shop with no sales allowed at the Driving Range Facility. All range balls shall only be dispensed through the ball dispensing machines with no baskets maintained at the Pro Shop.

- a. The patron would receive the appropriate number of tokens along with the cash register receipt at the time of the sale. All sales of tokens are to be recorded separately on the cash register by use of product code and shall include sales tax collected. Free tokens should be recorded in their own product code. Also, bonus tokens should be recorded in their own product code.
- b. Inventory control records should be maintained for all tokens including: all tokens purchased from inception, all tokens on hand and all tokens outstanding (advanced sales, lost tokens, etc.). On a daily basis the tokens sold, free tokens for employee use of golf range, golf professionals, or free tokens for lesson one or two provided by golf professionals are to be reconciled to the total cash register sales. Any differences should be researched, resolved and approved by the Golf Pro.
- c. The key to the coin box for the ball dispensing machines should be available only to the Pro Shop staff member responsible for removing the tokens from the machine. The Pro Shop attendant responsible for reconciling tokens shall not be the register cashier.
- d. The tokens are to be removed from the ball dispensing equipment on a daily basis by two Pro Shop representatives who are responsible for accounting/reconciliation of the tokens.

Alternatively, when the ball dispenser is equipped with a counter, then the Pro Shop staff member responsible for the daily reconciliation of tokens shall record the counter number and subtract same from prior day's counter number to derive the token count for the coin box. On an annual basis, a physical count of tokens in the coin box should be reconciled to the machine count to verify accuracy of the token counter.

8. The emergency backup procedures are to be utilized only when all ball dispensing machines are not working. These procedures are as follows:

- a. The use of the emergency backup procedures must be supported with a work order from the vendor which supports the ball dispenser machines are not available for use.
- b. Cash register receipts are to be utilized for same day sale/use and should be recorded separately on the cash register. The cash register receipts are to be issued to the patron and exchanged for the appropriate size basket at the Driving Range.
- c. Prior to the basket being issued to the patron, the range attendant should place the receipt in a locked box with the current day's receipts. The deposit of the register receipt into a locked box should be accomplished in full view of the patron. The

driving range attendant shall not have access to the key to unlock the box.

- d. Patron cash register receipts should be collected each day from the Driving Range and reconciled to the current days' cash register totals. Any difference between patron receipts and the total day's sales should be researched/resolved and approved by the Golf Pro. The keys to unlock the receipt boxes should be only available to the Pro Shop attendant responsible for reconciling the receipts. The pro Shop attendant responsible for reconciling patron cash register receipts shall not be the register cashier.

9. All tokens should be sold at a fixed unit price and shall include sales tax. A sign shall be displayed showing the base token price, sales tax, and total amount including sales tax. Free tokens are provided to authorized employees, golf professionals, and golf professionals providing lessons one and two. A free bonus token is provided with the purchase of ten tokens at one time.

10. Complete records for the purchase and/or disposition of all tokens should be documented and documentation retained. These records are to support the inventory population of the tokens.

11. An authorized list for free range use and free tokens should be designated in writing to the Recreation Program Administrator. The list shall be timely updated for turnover of CONTRACTOR's employees and junior golfers and retired CONTRACTOR'S employees and City employees are not authorized for free use of the golf range. A daily control log for free range use and free tokens should be maintained by the CONTRACTOR or his designee in the Pro Shop and limited to persons to the authorized list. The maximum number to individuals on the list should be limited to ten (10) plus names of junior golfers on the authorized list. The CONTRACTOR and his golf assistant professionals shall be issued free tokens for free use of the range as needed for customer lessons, otherwise a limit of two free tokens per day will be issued to CONTRACTOR's employees plus junior golfers. These authorized individuals should be required to obtain tokens for the ball dispenser from the working inventory of tokens at the cash register at the pro shop by signing a daily control log on date of issuance. The daily control log of free range use and free tokens will be maintained by the Contractor or his designee and shall be a continuous record of free use throughout the contract period with the following columns of information: names of contractor or contractor's employees, position, date, time, free play location, number of free tokens issued for same day use, name of person receiving free token(s) ,if applicable, signature of contractor or contractor's employee. Free tokens should be recorded in their own product code on the cash register tape and be recorded on the Daily Token Inventory Sheet. The free token control log should be reconciled to the Daily Inventory Token Sheet on a daily basis as well as used to balance the cash registers at the end of the day. The daily control log for free use of the driving range should be retained along with the detailed cash register tapes. Bonus tokens should be recorded in their own product code on the cash register tape and on the Daily Token Inventory Sheet. Records retention requirements in the contract also apply to retention of the daily control log of free range use and free tokens and the Daily Token Inventory Sheet.

12. Inventory control records should be maintained for all tokens. This includes all tokens purchased from inception, all tokens on hand and the tokens outstanding (advanced sales, free

tokens, lost tokens, bonus tokens, sold tokens, etc.). The inventory/balancing records should be prepared daily using the Daily Token Inventory Sheet log (attached) for all tokens in the bulk inventory, working inventory (cash register), ball dispensing machines, or other locations as appropriate. These records should show the beginning and ending inventory count, as well as any tokens issued or transferred from one inventory to a second inventory. In addition to the above, the following procedures apply:

- a. Daily physical count of register and vault tokens. This count should equal the tokens on hand count as reported on the daily token inventory sheet;
- b. The working inventory shall be reconciled to cash register sales;
- c. The tokens in the ball dispensers shall be removed daily by a Pro Shop attendant other than the register cashier: the number of tokens counted shall be logged and initialed by the pro shop attendant;
- d. The bulk inventory shall be counted and balanced to the daily control log of free range use and free tokens and the Daily Token Inventory Sheet;
- e. All transfers of tokens from one inventory to a second inventory shall be recorded on both inventory records, initialed and dated by the individuals executing the transactions, and
- f. A summary record shall be prepared on a daily basis which shows the total token purchased from inception, all tokens on hand by category (bulk and working inventory) and the number of tokens outstanding. The number of tokens outstanding shall be tracked on a daily basis to determine the reasonableness of any differences. Differences shall be used to estimate shrink age and recycling exposure.

13. All range balls should be stored in the ball dispensing machines and locked storage bins at the driving range facility. The driving range attendant should limit access to balls in the locked storage bins by only opening same to remove balls to refill ball dispensing machines, place excess balls into storage bins, or dispense balls and baskets to patrons if all ball dispensing machines are not working and emergency procedures must be used. Free golf balls are provided to individuals taking golf lessons. Golf professionals shall obtain the necessary free tokens for lessons from the working inventory of tokens by going to the cash register and signing Daily Control Log and then on cash register tape record their own product code on Daily Control log.

The free tokens shall be entered in the cash register using the free token product code and recorded in the Daily Control Log (#11 above) with name(s) of customers taking lesson(s). The free tokens will be used to obtain free lesson balls from the ball dispensing machines.

14. Control recommendations over driving range tokens on-hand and outstanding shall be implemented by the CONTRACTOR as set forth below.

- a. All tokens shall be recorded in the inventory log when received.
- b. All tokens issued free to authorized individuals should be recorded in the free token control log. The daily control log totals should be reconciled to the tokens dispensed per the cash register free token product code total and recorded on the Daily Token Inventory Sheet, Also, to assist in the accounting for free tokens, the number of tokens issued should be recorded in a separate column of the contractor's employee daily control log. Bonus tokens should be recorded by using their own cash register product code and included in the Daily Token Inventory Sheet reconciliation. Any differences

in the number of tokens should be researched and resolved as required by the Agreement.

- c. The authorized free play list for the driving range should be kept current to include the specific names of all individuals entitled to receive free tokens as required by the License Agreement including employees, golf professionals and golf professionals providing lessons one and two. Superseded lists should be retained for the life of the License Agreement in order to vouch individuals receiving free tokens.
- d. In order to ensure proper safe guarding of the tokens, we recommend all tokens, including tokens in the cash drawer, be locked up overnight.
- e. In order to ensure the accountability over the use of tokens and the machine counter, all tokens used to test the machines should be signed for. In addition, the beginning and ending machines count should be recorded on the Daily Token Inventory Sheet (sample attached).
- f. The City reserves the right to review golf lessons books and register tapes reflecting golf lesson revenue. A separate lesson product code should be used to reflect lesson sales on the cash register tape.
- g. The Golf Professional or his designated representative should sign off on the Daily Token Inventory Sheet.

15. Free Use of Golf Facilities over free use of golf courses excluding use of carts shall be implemented by the CONTRACTOR as set forth below:

- a. A current list of all individuals authorized free use of the golf courses excluding cart use should be in writing to the Recreation Program Administrator per CONTRACTOR Agreement. The list shall be timely updated for turnover of CONTRACTOR's employees and junior golfers and retired CONTRACTOR'S employees and City employees are not authorized for free use of the golf courses or free use of carts. A copy of the authorized list shall be maintained in the Golf Cashiers' Office. The maximum number of individuals on the list should be limited to ten (10) plus names of junior golfers on the authorized list.
- b. Golf Course cashiers shall sign forms and use an unique membership number and the appropriate transaction code(s) in the City's Rec Trac system to record daily free use of the golf courses excluding carts. A unique member card for swiping into the City's Rec Trac system will be used for free use of the golf courses excluding cart use.
- c. Golf Course cashiers shall use individual membership forms with an individual membership number with the names of CONTRACTOR's employees and junior golfers for authorized free use of the golf courses excluding use of carts.

**C. RECORDINGKEEPING - BEGINNING INVENTORIES AT START OF CONTRACT**

1. NEW CONTRACTOR shall record the initial machine counter number for each ball dispensing machine at the start of the contract period.
2. NEW CONTRACTOR shall take initial inventory of gift certificates outstanding at start of the contract period to record same in accounting records.

3. NEW CONTRACTOR shall take initial inventory of tokens on-hand, tokens outstanding from advanced sales or lost tokens and reconcile same to tokens purchased from inception by former CONTRACTOR.

4. To promote accuracy and accountability over token inventory on-hand and tokens issued on Daily Token Inventory Sheet, the CITY shall purchase a different style of token inventory and redeem old outstanding token inventory of former CONTRACTOR. Also, if the CITY decides to use a different style of token during the contract period, a physical inventory should be taken of old tokens in bulk inventory, working inventory and ball dispensing machines. The physical inventory should be taken at the close of day on the day before using the new tokens. The physical inventory count should be reconciled to the Daily Token Inventory Sheet.

A sufficient redemption period for old tokens shall be determined, Notice posted to patrons in the golf pro shop and daily redemption of outstanding tokens recorded in a log, which is used to reconcile tokens on-hand and tokens outstanding.

The final inventory of old tokens as well as old redeemed tokens should be secured by the Golf Pro or his authorized representative and forwarded monthly to the Parks and Recreation Department for sale or disposal.

Alternatively, if there is a reasonably small percentage of outstanding tokens versus the total number of tokens purchased for the style of tokens in current use, then the City can continue to use the existing token inventory. In addition a detailed physical reconciled token inventory should be taken to document the existence of a reasonably small percentage of outstanding tokens.

L:forms/accounting methods and procedures

# City Of Pompano Beach Golf Course Exhibit 1A

## Daily Token Inventory Sheet

**MACHINE 1**

- A. CURRENT ENDING COUNT # \_\_\_\_\_
- B. LESS: YESTERDAY'S COUNT # \_\_\_\_\_
- C. EQUALS: AMOUNT OF TOKENS RECEIVED TODAY: \_\_\_\_\_
- D. TOKENS IN BAG \_\_\_\_\_
- E. DIFFERENCE (C. - D.) \_\_\_\_\_
- F. ADD: AMOUNT FROM C AND CC \_\_\_\_\_

**REGISTER TOKEN COUNT**

- G. YESTERDAY'S ENDING COUNT # OF TOKENS AT CLOSE OUT \_\_\_\_\_
- H. ADD: # OF TOKENS TAKEN: \_\_\_\_\_
- H1. FROM VAULT TO REGISTER \_\_\_\_\_
- H2. SECOND TRANSFER \_\_\_\_\_
- H3. THIRD TRANSFER \_\_\_\_\_
- H4. TOTAL TRANSFERRED (H1+H2+H3) \_\_\_\_\_
- I. EQUALS: AMOUNT OF TOKENS TO BE ACCOUNTED FOR \_\_\_\_\_
- J. LESS: TODAY'S ENDING COUNT # AT CLOSE OUT \_\_\_\_\_
- K. EQUALS: TOTAL AMOUNT OF TOKENS DISPENSED FROM REGISTER (PER COUNT) \_\_\_\_\_

**SALES ANALYSIS (USE TAPE)**

- L. RANGE SALES IN \$\$ \_\_\_\_\_
- M. TOTAL TOKENS SOLD DIVIDED BY \$2.00 \_\_\_\_\_
- N. ADD: EMPLOYEE TOKENS and PRO LESSONS TOKENS \_\_\_\_\_
- O. ADD: BONUS TOKENS \_\_\_\_\_
- P. ADD: REDEEMED TOKENS \_\_\_\_\_
- Q. EQUALS: TOTAL TOKENS DISPENSED FROM REGISTER \_\_\_\_\_
- R. LESS: AMOUNT DISPENSED FROM REGISTER (SEE K.) \_\_\_\_\_
- S. EQUALS: OVER OR SHORT FOR TODAY (INVESTIGATE) \_\_\_\_\_
- DIFFERENCE EXPLANATION: \_\_\_\_\_

**NON-SALE TOKENS (NONTX)**

- 1 NONTX \_\_\_\_\_ = \_\_\_\_\_
  - 2 NONTX \_\_\_\_\_ = \_\_\_\_\_
  - 3 NONTX \_\_\_\_\_ = \_\_\_\_\_
  - TOTAL EMPLOYEE TOKENS \_\_\_\_\_ = \_\_\_\_\_
  - TOTAL LESSONS TOKENS \_\_\_\_\_ = \_\_\_\_\_
  - BONUS TOKENS \_\_\_\_\_ = \_\_\_\_\_
  - REDEMPTION TOKENS \_\_\_\_\_ = \_\_\_\_\_
  - TOTAL FREE TOKENS
- (SHOULD EQUAL SUM OF N. O. AND P.)

**MACHINE 2**

- AA. CURRENT ENDING COUNT # \_\_\_\_\_
- BB. LESS: YESTERDAY'S COUNT # \_\_\_\_\_
- CC. EQUALS: AMOUNT OF TOKENS RECEIVED TODAY: \_\_\_\_\_
- DD. TOKENS IN BAG \_\_\_\_\_
- EE. DIFFERENCE (CC. - DD.) \_\_\_\_\_

**VAULT INVENTORY**

- T. BEGINNING BALANCE (LOOK AT YESTERDAY'S ENDING BALANCE) \_\_\_\_\_
- U. LESS: TOKENS TAKEN OUT OF VAULT AND ADDED TO REGISTER (SHOULD BE SAME AS H.) \_\_\_\_\_
- V. ADD: TOKENS DEPOSITED IN VAULT FROM MACHINES 1&2 (SEE F.) \_\_\_\_\_
- W. EQUALS: ENDING BALANCE OF VAULT \_\_\_\_\_

**TOKEN SUPPLY**

- X. STARTING TOKEN PURCHASE \_\_\_\_\_
- Y. ADD: TOKENS PURCHASED AND ADDED TO SUPPLY **TODAY** \_\_\_\_\_
- Z. EQUALS: TOKENS SUPPLY \_\_\_\_\_
- 1A. LESS: ENDING BALANCE FROM REGISTER (SEE J.) \_\_\_\_\_
- 1B. LESS: ENDING BALANCE FROM VAULT (SEE W.) \_\_\_\_\_
- 1C. EQUALS: TOKENS OUTSTANDING \_\_\_\_\_
- 1D. % OF TOKENS OUTSTANDING (1C. DIVIDED BY Z.) \_\_\_\_\_

**PREPARED BY**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**REVIEWED BY (GOLF PRO/DESIGNEE)**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**City of Pompano Beach Golf Course Exhibit 1B**  
**Daily Control Log Of Free Use of Driving Range and Golf Course**

<b>Name of Loring's Employee or junior golfer on list</b>	<b>position</b>	<b>date</b>	<b>time</b>	<b>free play location</b>	<b># of free tokens used same day usage</b>	<b>name of person receiving free play/tokens if applicable</b>	<b>signature of Loring's Employee or junior golfer on list</b>



## Background Consent/Release Form

Organization \_\_\_\_\_

Applicant's Legal Name (printed)

\_\_\_\_\_

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

Applicant's Address

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I, \_\_\_\_\_, authorize and give consent for the above named organization to obtain information regarding myself. This includes the following:

- Criminal background records/information
- Sex Offender Registry Checks
- Addresses
- Social Security Verification

I the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the organization's guidelines.

Print Name:

\_\_\_\_\_ Date: \_\_\_\_\_

Signature:

\_\_\_\_\_

***BOB LORING ENTERPRISES, INC.***

3

Re: Employee Transmittal Request

Bob Loring Enterprises, Inc. is requesting that the employee/employees named below are acceptable to the City of Pompano Beach.

Please return within five (5) business days whether you accept or decline our request.

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Date of Request

Thanks in advance for your cooperation.

BOB LORING

\_\_\_\_\_  
Accept / Decline (circle)

Golf Course Manager

Dated:  
  
\_\_\_\_\_

\_\_\_\_\_  
Accept / Decline (circle)

Human Resources

Dated:  
  
\_\_\_\_\_



**Municipal Golf Course and Common Areas**

Report of Hazardous Conditions

Date: \_\_\_\_\_ Course: \_\_\_\_\_

Location: \_\_\_\_\_

Description of hazardous condition: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recommended repair(s) and/or maintenance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Person reporting hazard: \_\_\_\_\_ Date: \_\_\_\_\_

Golf Course General Manager: \_\_\_\_\_ Date: \_\_\_\_\_

OSHA Form 301- Injury and Illness Incident Report

Case # \_\_\_\_\_
Recordable  Non-recordable 
To be completed by EII&S

Information about the injured person

- 1) Full name: \_\_\_\_\_
2) Street \_\_\_\_\_
City \_\_\_\_\_ State WA Zip \_\_\_\_\_
3) Injured persons "A" # \_\_\_\_\_
4) Date of birth \_\_\_\_\_ Date hired \_\_\_\_\_
5) Male  Female 
6) Employee 
Job title \_\_\_\_\_
Hrs/day \_\_\_\_\_ Days/Wk \_\_\_\_\_
Student 
Visitor 
7) Program area \_\_\_\_\_ Phone # \_\_\_\_\_
8) Injured persons Signature \_\_\_\_\_
9) Supervisor \_\_\_\_\_ Phone # \_\_\_\_\_
Signature \_\_\_\_\_ Date \_\_\_\_\_

- 19) Did injured person file a Labor & Industries report? Claim # \_\_\_\_\_
Yes  No 
20) If the injured person died, Date of death: \_\_\_\_\_
21) Location \_\_\_\_\_
22) Witness: \_\_\_\_\_
23) What was the injured person doing just before the incident occurred? Describe the activity, as well as the tools, equipment, or material the injured person was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

24) What happened? Tell us how the injury occurred. Examples: "When the ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness of wrist over time."

Information about the Medical Treatment

10) Extent of treatment: None  First Aid  Medical Treatment

11) If treatment was given away from the worksite, where was it given?

Dr. Name \_\_\_\_\_
Facility \_\_\_\_\_
Street \_\_\_\_\_
City \_\_\_\_\_ State WA Zip \_\_\_\_\_

12) Was the Injured person treated in an emergency room?

Yes  No

13) Was the Injured person hospitalized overnight as an in-patient?

Yes  No

25) What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

Information about the case

14) Date of injury or illness \_\_\_\_\_

15) Time of event: \_\_\_\_\_ AM  PM  Unknown

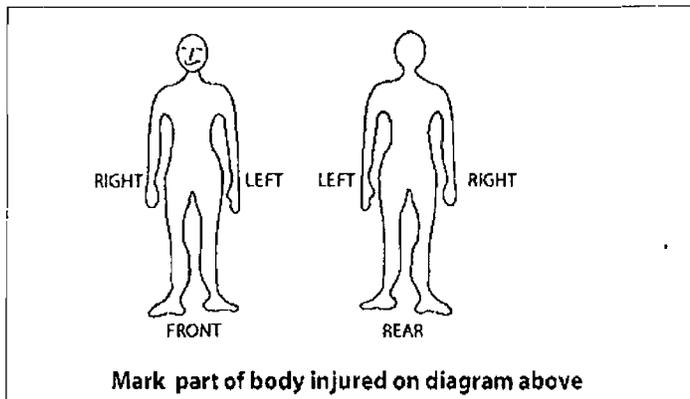
16) Time Injured person began work \_\_\_\_\_ AM  PM

17) Dates lost from work: \_\_\_\_\_ to \_\_\_\_\_

18) Dates on restricted duty: \_\_\_\_\_ to \_\_\_\_\_

26) What object or substance directly harmed the injured person? Examples: "concrete floor"; "chlorine"; "radial arm saw". If this question does not apply to the incident, leave it blank.

Completed by: \_\_\_\_\_
Title: \_\_\_\_\_
Phone: \_\_\_\_\_
Date: \_\_\_\_\_



Attention: This form contains information relating to injured persons health and must be used in a manner that protects the confidentiality of the information while being used for occupational safety and health purposes to the extent possible.

Complete this form for all injuries and illnesses. When complete, print form, get necessary signatures, & make two photocopies. Forward the original to the EII&S Coordinator in 1254 LAB II and forward a photocopy to Business Services L 1125. The affected person keeps the remaining photocopy. This form should be completed within 24 hours of the incident.

## EXHIBIT 6

### INSURANCE REQUIREMENTS BOB LORING ENTERPRISES, INC.

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email ([eddie.beecher@copbfl.com](mailto:eddie.beecher@copbfl.com)) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

CONTRACTOR is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance**

**Limits of Liability**

**GENERAL LIABILITY:** Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

- XX comprehensive form                      bodily injury and property damage
- XX premises - operations                bodily injury and property damage
- explosion & collapse
- hazard
- underground hazard
- XX products/completed                bodily injury and property damage combined
- operations hazard
- XX contractual insurance                bodily injury and property damage combined
- XX broad form property damage        bodily injury and property damage combined
- XX independent contractors            personal injury
- XX personal injury

**AUTOMOBILE LIABILITY:** Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- comprehensive form
- owned
- hired
- non-owned

**REAL & PERSONAL PROPERTY**

XX comprehensive form                Agent must show proof they have this coverage.

**EXCESS LIABILITY**

Per Occurrence    Aggregate

XX other than umbrella                bodily injury and property damage combined    \$1,000,000    \$1,000,000

**PROFESSIONAL LIABILITY**

Per Occurrence    Aggregate

— \* Policy to be written on a claims made basis    \$1,000,000    \$1,000,000

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Bob Loring Enterprises – Insurance Certificate

BOBLORI-01 GONZALEZE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/1/2014

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

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

PRODUCER Insurance Office of America-JUP Atlantic Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: PHONE (ACORD No. Path): (561) 778-0460 FAX (ACORD No.): (561) 778-0870 E-MAIL: ADDRESS:
INSURED Bob Loring Enterprises, Inc dba Pompano Golf Shop 1101 N Federal Hwy Pompano Beach, FL 33062	INSURER(S) AFFORDING COVERAGE - NAIC # INSURER A: Covington Specialty Insurance Company 13027 INSURER B: Commerce Benefits Group INSURER C: Employers Insurance Company of Wausau 21468 INSURER D: INSURER E: INSURER F:

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

CLASS	TYPE OF INSURANCE	CLAIMS MADE	OCUR	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER OCCUR <input type="checkbox"/> LOC OTHER:			VBAS11798	06/28/2014	08/28/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			BE015167416	08/28/2014	08/28/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Indicate by Y/N) Y/N: <input type="checkbox"/> N/A DESCRIPTION OF OPERATIONS below:			WCV705381810	08/28/2014	08/28/2015	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

APPROVED  
 RISK MANAGEMENT  
 DATE: October 2, 2014  
 BY: C. Rousseau

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Work performed by the named insured City of Pompano Beach is an additional insured with regards to General Liability.

CERTIFICATE HOLDER City of Pompano Beach Attn: Eddie Becher PO Drawer 1300 Pompano, FL 33061	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Golf Advisory Board  
Memorandum 14-03

DATE: December 10, 2014

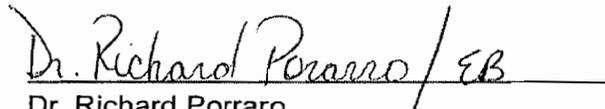
TO: Mark Beaudreau, Recreation Program Administrator

FROM: Golf Advisory Board

SUBJECT: ROBERT LORING'S CONTRACT

At the meeting of the Golf Advisory Board held on December 10, 2014, the Board discussed Robert Loring's contract.

Accordingly, it is the recommendation of the Board for the City to retain Mr. Loring as the Golf Pro with another five year contract, with no changes to the financial integrity of the contract. Also, that the scope of operations that should be overseen by the Golf Course Manager be taken over by the Golf Course Manager once the contract is in effect.

A handwritten signature in black ink that reads "Dr. Richard Porraro / EB". The signature is written in a cursive style and is positioned above a horizontal line.

Dr. Richard Porraro  
Chairman  
Golf Advisory Board

cc Brian Campbell, Golf Course Manager

eb

CITY OF POMPANO BEACH  
BROWARD COUNTY  
FLORIDA

GOLF ADVISORY BOARD  
Municipal Golf Course

December 10, 2014  
2:00 P.M.

*MINUTES*

The meeting was called to order by the Chairman of the Board, Dr. Richard Porraro, at 2:00 P.M.

Those members present were: Richard Porraro  
Al Siefert  
Joseph Osborne  
Jack Stockman  
Angela Curtin  
Gary Ruderman

Also present were: Mark Beaudreau  
Brian Campbell  
Bob Loring  
Alex Marshall

\* \* \* \* \*

**APPROVAL OF THE MINUTES**

The minutes for the meeting of November 12, 2014, same were declared approved, as submitted by the Chairman of the Board.

\* \* \* \* \*

**AUDIENCE TO BE HEARD**

\* \* \* \* \*

**NEW BUSINESS**

Mr. Ruderman introduced himself to the Board and all those present.

**OTHER NEW BUSINESS**

**OLD BUSINESS**

Dr. Porraro informed the Board that he had presented the concept of the lighting of the driving range to the City Manager. He then stated that he had done some further research on the topic and spoke about Berm Lighting. He stated that it would be included in the feasibility study.

Mr. Osborne reminded the members that years back when the golf course was revised the Airpark shot down the idea of lights on the driving range.

Dr. Porraro remembered what had occurred but he stated that he was ready to approach that topic again. He stated that if approached from the standpoint of directional ground lighting it may be acceptable, especially when the City had fields that were approximately the same distance from the runways as the driving range was. He hoped that this would help in coming to an understanding.

**DISCUSSION – Bob Loring’s Contract**

*This item was discussed after “REPORTS”*

Dr. Porraro stated that at the last meeting he had asked that Mr. Loring’s current contract be emailed to the Board Members so they could review it and make any recommendations or comments on it.

Mr. Osborne asked Mr. Beaudreau if there was anything that the City’s administration had discussed as to what they were going to recommend regarding Mr. Loring’s new contract. He wanted to know what the City’s position was on the topic.

Mr. Beaudreau stated that at the moment he just wanted to hear the Board’s input. He stated that they had not finalized any position and he was curious to hear the Board’s opinion on the matter.

Mr. Osborne wanted to know if there were any decisions on eliminating the position or changing it drastically.

Mr. Beaudreau stated that when the City entered into the agreement five years ago they did not have a Golf Course Manager and things were different then in comparison to now. He stated that he would expect that there may be some differences of opinions on the contract moving forward because things had changed. He stated that beyond that he had not officially sat down with Mr. Campbell to review the contract but they would be doing that shortly. He stated that they would also be meeting with the City Manager and the Assistant City Manager on the matter. He reminded the Board Members that in the past they had Recreation Managers that oversaw the golf course but they did not have the expertise of a Golf Course Manager.

Mr. Siefert wanted to know what role Mr. Likourgou played when he was employed by the City.

Mr. Beaudreau stated that he was a Recreation Manager. He stated that the shift to a full-time Golf Course Manager was evident.

Mr. Stockman was not sure he understood the procedure concerning any grievances or problems that they may have. He stated that in the past if he had a problem he would go to Mr. Loring who would then take it up the chain of command.

Dr. Porraro stated that the avenue would be similar where the concerns would go to Mr. Campbell who would then take it up the chain.

Mr. Stockman stated that most of the time Mr. Loring could take care of anything that came up on the golf course so he wanted to know if he still had full authority to take care of those issues.

Mr. Beaudreau stated that in the agreement Mr. Loring did have full authority. He stated that there were some other provisions in there that Mr. Loring and the Recreation Manager kind of worked together on but if you looked at the language in the contract Mr. Loring had a lot of authority to carry out the business of the golf course.

Dr. Porraro stated that Mr. Loring did do those things because no one else was capable of doing them. He stated that Mr. Loring managed the golf course although he was not a Golf Course Manager, he was a Golf Pro but it fell unto his lap. He believed that Mr. Loring had seen the contract and knew what he was supposed to do and he believed that he exceeded his part on the golf course. He stated that giving into consideration of lessening Mr. Loring as the Golf Pro he pointed out that he gave lessons and paid for the driving range staff. He then pointed out Mr. Loring's loyalty to the golf course over the years.

Mr. Osborne stated that Mr. Loring was a tremendous asset to the golf course and he would be in favor of trying to arrange for a position that would be meaningful to Mr. Loring and let him continue the good work that he did at the golf course. He stated that he was behind Mr. Loring one hundred percent and believed that he did a great job.

Mr. Siefert wanted clarity from Mr. Beaudreau that some of the responsibilities that Mr. Loring had in the past would be shifted to Mr. Campbell and that the City was looking at how much value Mr. Campbell was getting and how much less value Mr. Loring was getting because he would be doing less than he did before on the new contract.

Mr. Beaudreau stated that essentially that was correct.

Mr. Siefert wanted to point out that Mr. Loring was responsible for many things and that he also kept the records for the Pro Shop.

Mr. Beaudreau stated that there were some things that the Golf Course Manager should be doing with no reservation. He stated that Mr. Loring had been the de facto Golf Course Manager and now that the City had a full-time Golf Course Manager some of those things that Mr. Loring was formally doing should now fall under the Golf Course Manager position.

Mr. Siefert stated that Mr. Loring was doing those things out of his heart and his passion and was not being compensated for them.

Mr. Beaudreau stated that they were not trying to squeeze Mr. Loring out he was just saying that they looked at the contract and there were certain provisions in there that Mr. Loring should not be doing, such as the overall operation of the golf course.

Ms. Curtin wanted to know how you put value on what changes would be made.

Mr. Beaudreau stated that this was what they were sorting through at the moment and that was why they were looking for the Board's opinion.

Mr. Siefert wanted to know if the new contract would give the driving range to Mr. Campbell.

Mr. Beaudreau stated that they had not discussed that at the moment.

Dr. Porraro wanted to know where in the contract it said that Mr. Loring ran the golf course.

Mr. Ruderman stated that the information was on page 10 item "C".

Mr. Beaudreau stated that those were the kind of general processes that they had to look at with scalpel like precision. He wanted to see how some of those functions would get divided between the Golf Pro and the Golf Course Manager.

Mr. Ruderman wanted to know how it typically worked at other golf courses that had a Golf Pro and a Golf Course Manager. He wanted to know what their responsibilities were.

Mr. Campbell stated that typically at other golf courses or country clubs when a golf professional was hired their main thrust was the management of the golf operations; tournaments, pro shop, instructions. He stated that the job of a golf professional was seen as though he was the golf ambassador. He stated that he would look at Mr. Loring or a golf professional to grow the game and develop a reputation. He stated that this would strictly come out of the golf operations based off of what amenities and programs were offered.

Mr. Ruderman asked if that would include the range area.

Mr. Campbell stated that he would staff it because it would be staffed by the club and he would oversee it as part of his duties. He stated that it was a very niche market. He stated that most golf professionals that he had met just want to teach, have nice tournaments, and have a nice pro shop; they wanted to develop a nice reputation for the golf property.

Mr. Ruderman believed that there would not be a lot of changes to the contract.

Ms. Curtin stated that she read Mr. Campbell's resume and asked about his future with City.

Mr. Campbell explained his resume and stated that one of the exciting things that he found about his present job was its proximity to his home. He stated that from a professional looking in there was tremendous upside to this job based off what he encountered when he conducted his own course facility tour. He stated that they had put a huge dent into their issue of poor course and poor image in the community in the last three months. He stated that if they wanted to continue on with that positive outcome they were going to do things that were in the best interest of the club.

Dr. Porraro thought that having Mr. Loring at the golf course was a good fall back for the Golf Manager. He stated that it was a trustworthy position between the two of them and if they worked together it would benefit the club. He recommended that the City continue with Mr. Loring as the pro. He also thought that there was nothing wrong with a five year contract.

Mr. Siefert spoke about the salary portion of the contract and believed that the three percent increases were fair.

Mr. Beaudreau stated that the Board could definitely recommend that.

**MOTION** was made by Dr. Porraro and seconded by Ms. Curtin recommending for the City to retain Mr. Loring as the Golf Pro with another five year contract, with no changes to the financial integrity of the contract. Also, that the scope of operations that should be overseen by the Golf Course Manager be taken over by the Golf Course Manager once the contract is in effect. All voted in favor of the above motion.

Dr. Porraro asked that for the new contract to be shown to the Board once Mr. Beaudreau had it drafted. He stated that at that time the Board would have the opportunity to review it and proceed from there. He then asked how quickly that would occur since Mr. Loring had to be notified three months in advance.

Mr. Beaudreau stated that he would inform the Board whether or not it would be called a renewal or an amendment. He stated that after that it would go to the City Commission.

Dr. Porraro stated that at that time the Board could make their recommendations before it went in front of the Commission.

**REPORTS**

Mr. Siefert stated that he was just out at the driving range and thought that it looked great. He stated that if you looked out further from the driving range there was an area that looked rough.

Mr. Campbell stated that the area should have been adjusted when they had machinery at the golf course.

Mr. Siefert asked if they could use a tractor with chains on the back of it to level that area out as a quick fix for the winter time.

Mr. Campbell stated that he drove with Mr. Marshall on that area on a cart and he believed that they needed more than just chains. He believed that the area was going to need some fairly aggressive sculpting. He informed the Board that they had some new markers being made and he would like to replace the old ones with them. He also stated that he wanted to place a twenty foot diameter sod ring around the base of the targets. He also mentioned that he was aware that they had some irrigation challenges in that area as well. He believed that they needed to reshape the driving range and in order to do that correctly they should look to do it with a company that had the proper equipment.

Mr. Siefert asked if that would be covered by the budget.

Mr. Campbell stated that it was not in this year's budget.

Dr. Porraro stated that he would not want to see that kind of work done until they pursued the possibility of lighting in that area because of the topographical changes that may occur.

Mr. Siefert asked if there was a short term fix to that problem.

Mr. Marshall stated that they looked at the area and the perimeter and in order to do the right thing it would have to be reshaped. He spoke of some options but pointed out that they would be short term and costly.

Mr. Osborne stated that he had gone out to the driving range and had seen a large crowd. He stated that he had not seen any tees set up for any left handed players.

Mr. Campbell explained that they had two mats set out for left handed players and that the mats could be turned around to accommodate more left handed players.

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Mr. Loring reported that last week they had two outings from the Marriott and he said that they were developing a nice relationship with them. He stated that they started some afternoon specials as well.

Mr. Ruderman asked how the specials were being advertised.

Mr. Loring stated that they were advertised on the City's website and there were postings all around the facility at the golf course.

Dr. Porraro pointed out that the numbers seemed to be coming back slowly.

Mr. Siefert stated that there was some good publicity in the Sun Sentinel, Community Section, over the weekend. He also pointed out that Travelhost Magazine mentioned Pompano Beach as the number five out of the top ten golf courses.

Mr. Beaudreau stated that the Tourism Manager position was paying off. He stated that the Board Members would be impressed with the final marketing product that would soon be shown to them.

Mr. Campbell stated that he should have a copy of the final product before the holidays.

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Mr. Campbell spoke about how the numbers were coming back. He stated that the only reason why they were short in November was due to the six days of forecasted rain. He stated that even with those six days they were short about three thousand dollars for the month. He stated that as of December they were about four thousand dollars ahead of last year. He also pointed out that the golf course had nice write ups on TripAdvisor. He stated that the driving range was very busy and they were ahead of last year's numbers. He spoke about some pictures on the condition of the driving range from last year that Mr. Marshall had shared with him. He stated that what the City had done for the driving range had produced a nice turnout. He also stated that once the marketing piece was finalized, he and the Tourism Manager, Lydia Gorzelany, had a number of appointments with hotels on the beach. He stated that the Marriott wanted to know about getting more aggressive with golf packages and things that they could advertise on their website using Pompano as their golf destination. He remarked that once those marketing pieces were ready to go they had a pretty nice plan that would take them from north of 14<sup>th</sup> Street into the Fort Lauderdale Beach area. He then stated that as far as memberships he did not have any hard numbers but it seemed resign rate was really good. He stated that they would have a better handle at the end of the month due to renewal dates. He then spoke about issues that they were having with their sixth hole Pines bathroom. He stated that in the last three weeks they had to close it four different times due to the flushing of hand towels. He explained that this had become a major problem and they were investigating other options such as hand dryers. He stated that a solution had to be made because that facility could not handle the abuse that it had been receiving.

He also stated that he was going to meet with Ms. Good to discuss the new bathrooms that they were working on. He mentioned that he needed to discuss with her the need for 220 volt electricity to accommodate the hand dryers and to have at least one and half to two inch lines to install industrial toilets.

Mr. Siefert stated that he did not believe that they had 220 volt capacity. He believed that they had 110 volt and he believed that the dryers would work better with that voltage. He also pointed out that most golfers carried towels on their carts and he suggested that in the meantime they should not have any towels in the restroom.

Mr. Campbell stated that they had already removed the towels from the restroom.

Dr. Porraro stated that the Marriott was very strong when it came to golf packages. He pointed out that he was a member of the Marriott and he stated that if the Marriott liked you they would place the information on their sites. He spoke about the bathrooms and pointed out that they had signage saying "Golfers Only" yet he saw someone with a dog going into the restroom. He believed that this should be stopped. He stated that the Dog Park was an entity of its own. He then asked if the Dog Park users were paying to use the park and he wanted to know what could be done to keep them out of the golf course's restrooms.

Ms. Curtin stated that at one point the golf course had to shut the water off for the showers because there were homeless people using the showers. She stated that she was not sure how to keep people out of the restrooms. She then pointed out that the facility was designed poorly. She stated that the club houses used to be in the restroom building which kept everyone else out except for golfers.

Mr. Beaudreau explained that the Dog Park was going to start using a key fob system which would charge park users for the service. He then stated that charging for the key fobs may discourage some people from using the Dog Park. He then pointed out that this was not the intent of charging for the use of the park but to be able to identify any incidents that may occur there. He then pointed out that that the new Dog Park section had come online but wanted the members to know that the key fob system was not in place at the moment. He then clarified that he was not saying that this would solve the problem of people using the golf course's restroom but he believed that once they built the new Dog Park restroom they would see a difference.

Mr. Siefert wanted to know if for the time being they could post a sign saying "No Animals in the Restroom".

Mr. Beaudreau stated that he would check with Animal Control. He then compared this situation with the issue of smoking in the parks which led to signage at all parks. He pointed out that the wording on the signs may strongly discourage someone from going through with the act.

Dr. Porraro stated that people walked right past the “Golfers Only” signs that were currently posted. He brought up the topic to make everyone aware of the situation.

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Mr. Marshall reported that they had been quite successful in the past two or three months on the troubled areas on the golf course. He stated that they had continued to take organic material and tried to incorporate that material into those areas to help amend the sandy areas that they had been struggling with. He reported that those areas were showing significant results. He did point out that it took a long time for it to become affective but the more they did this the more stability the property would have. He also pointed out that the water amendment program had been significantly beneficial to the golf course. He spoke of the different types of materials that had been used to inject into the system and spoke of the different tests that they had conducted on the system. He then pointed out that Mr. Campbell was with him two to three times a day on the golf course and he believed that they worked well together and had the same vision of what they could achieve at the golf course.

Dr. Porraro wanted to know if fourteen through sixteen was coming back.

Mr. Marshall stated they would come back just like eleven and twelve. He then explained what they had done to help perpetuate growth in those areas. He then spoke of the local vendors that had brought in different types of top dressings and materials that they had looked at to see if it could be used at the golf course.

Dr. Porraro asked about the roped areas and wanted to know how many rangers they had on the golf course during the course of the day.

Mr. Campbell stated that they had two rangers that took care of the both golf courses.

Dr. Porraro stated that there were many infractions on those roped off areas and described what he had seen.

Mr. Campbell stated that they were going to have a rangers meeting on Wednesday at one o'clock. He then explained the infractions that they had seen.

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Mr. Siefert asked about the first tee meeting.

Mr. Campbell stated that when they had their first meeting the weather did not cooperate with them so they were going to try again right after the first of the year.

Dr. Porraro stated that the improvement of the golf course was reflected in the numbers.

*Mr. Loring left at this time so the Board could discuss "Bob Loring's Contract".*

\* \* \* \* \*

There being no further business to come before the Board, **MOTION** was made by Ms. Curtin and seconded by Dr. Porraro that the meeting be adjourned. All voted in favor of the above motion.

Meeting adjourned at 2:59 P.M.

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The next meeting of the Golf Advisory Board will be held on Wednesday, January 14, 2015, at 2:00 P.M.

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Elizabeth Brunner  
Board Secretary  
12.19.14

# Addendum A

Submitted by Mr. Loring

Monthly Rounds and Revenue Report

Date	Weather	# Plays	# Pines	Pines	Green Fees	Pines	GC Fees	Pines	GC Fees	Comb/Town	Pines	Comb/Town	Walking	Dr Range	Mile	NET SALES (Excl Tax)
1	Saturday S/7/1	133	166	34,488	787.80	584.87	2,513.39	2,572.47	59.43	56.56	388.68	9.50	7,284.70			
2	Sunday S/7/2	109	136	94,222	792.38	1,566.21	1,735.84	232.06	56.80	28.29	224.53	9.90	5,534.43			
3	Monday S/8/1	105	96	896.16	494.28	1,943.81	1,122.85	56.80	103.73	501.68	6.66	5,225.62				
4	Tuesday S/M/8/2	86	114	755.61	561.25	1,509.60	1,405.70	28.30	102.33	343.40	16.80	4,785.41				
5	Wednesday S/W/8/3	110	150	956.64	618.74	1,943.61	1,890.71	113.20	19.81	218.48	364.15	6.60	6,228.84			
6	Thursday S/8/5	113	140	1,024.48	700.80	2,073.70	1,817.04	28.30	19.81	94.30	341.51	9.90	6,111.82			
7	Friday P/C/8/1	145	167	1,285.19	843.27	2,471.97	1,650.39	199.80	281.48	328.30	16.50	7,066.91				
8	Saturday P/C/8/1	178	108	1,886.10	281.28	3,170.16	518.90	141.50	1,327.27	36.31	518.87	9.50	7,880.29			
9	Sunday R/P/8/2	57	48	488.59	320.74	1,000.11	667.93	101.88	59.43	56.59	24.53	9.90	2,650.69			
10	Monday R/P/C/8/0	78	103	741.48	378.28	1,396.38	1,188.78	28.30	19.81	208.05	481.13	9.90	4,471.18			
11	Tuesday S/7/9	140	180	1,451.41	939.53	2,508.71	2,075.48	28.30	140.04	478.24	4.78	7,673.59				
12	Wednesday S/8/1	180	207	1,453.69	920.62	2,680.87	2,000.05	94.90	59.43	404.06	300.00	23.10	7,706.55			
13	Thursday S/8/2	135	169	1,485.94	878.15	2,434.23	2,217.05	56.60	149.47	411.32	19.50	8,117.24				
14	Friday S/8/1	166	205	1,485.94	889.45	2,736.15	2,283.12	56.60	384.96	301.89	19.80	8,117.20				
15	Saturday P/C/8/4	125	145	1,193.43	837.80	2,151.18	1,886.88	141.50	122.59	621.70	26.40	8,979.28				
16	Sunday P/C/8/4	145	144	1,293.31	738.59	2,151.18	1,815.18	362.24	103.73	88.88	19.80	8,572.69				
17	Monday R/P/8/7	100	142	833.90	755.55	1,811.82	1,377.75	28.30	177.76	64.15	19.80	5,928.73				
18	Tuesday R/P/C/7/0	51	104	643.34	431.72	1,603.95	1,377.38	28.30	74.05	298.11	6.60	4,889.43				
19	Wednesday R/8/2	74	91	582.98	483.64	1,339.77	1,000.06	28.30	132.02	207.55	13.20	3,797.02				
20	Thursday R/7/1	80	127	2,028.23	1,771.62	1,377.51	1,339.60	282.63	262.63	320.75	16.50	7,116.84				
21	Friday R/7/2	46	97	1,592.37	687.59	830.28	547.20	149.47	103.73	73.59	3.30	6,831.06				
22	Saturday P/C/8/0	87	96	2,802.68	2,166.80	1,690.66	1,398.25	215.48	215.48	211.32	23.10	8,285.00				
23	Monday P/C/M/8/6	93	136	1,476.32	1,814.06	1,377.51	1,632.10	330.48	330.48	596.23	3.30	7,235.69				
24	Tuesday P/C/R/7/8	77	115	2,424.37	1,028.38	1,619.43	832.03	141.45	226.32	371.70	6.60	5,570.92				
25	Wednesday S/7/1	92	82	1,105.41	1,261.40	943.50	904.73	216.89	367.77	345.26	23.10	4,799.94				
26	Thursday S/7/5	152	184	3,405.45	2,882.54	2,453.10	2,984.97	215.48	188.33	128.41	6.60	8,116.88				
27	Friday S/7/9	82	136	1,995.97	800.15	1,547.34	678.25	188.33	188.33	128.41	6.60	5,349.54				
28	Saturday	87	72													
29	Sunday															
30	Holiday Day															
TOTAL		3,185	3,926	41,332.60	30,416.97	83,307.76	44,927.54	4,287.45	1,824.42	6,286.83	10,616.03	366.40	191,324.89			

November-14

	<u>Palms Rds</u>	<u>Pines Rds</u>	<u>Total Rds</u>	<u>Total Revenue</u> (excl. "memberships")
January, 2013	5,614	4,165	9,779	\$327,574
January, 2014	5,146	3,741	8,887	\$302,444
February, 2013	5,348	4,575	9,923	\$343,151
February, 2014	5,436	4,256	9,692	\$330,993
March, 2013	5,829	5,105	10,934	\$372,715
March, 2014	5,336	4,768	10,104	\$340,360
April, 2013	4,012	4,691	8,703	\$245,133
April, 2014	3,785	3,592	7,377	\$200,216
May, 2013	3,280	3,680	6,960	\$169,570
May, 2014	3,067**	2,422*	5,489	\$127,197
	* aerified greens on 5/5			
	** aerified greens on 5/19			
June, 2013	3,032	3,383	6,415	\$153,493
June, 2014	2,607	2,062	4,669	\$105,953
July, 2013	2,588	3,364	5,952	\$143,619
July, 2014	2,656	2,124	4,780	\$109,768
August, 2013	3,116	2,913	6,029	\$139,136
August, 2014	2,446*	2,569	5,015	\$118,540*
	Aerified Greens on 8/4			
September, 2013	2,297	2,510	4,807	\$113,590
September, 2014	2,004	1,917	3,921	\$92,491*
	As of Sept 30, 2014			
	Aerified Greens on 9/15			
October, 2013	3,010	3,005	6,015	\$140,408
October, 2014	2,722	2,599	5,321	\$ 126,837
November, 2013	4,018	3,452	7,470	\$194,427
November, 2014	3,926	3,155	7,081	\$191,324
December, 2013	4,077	3,147	7,224	\$219,845
December, 2014	847	579	1,426	\$ 44,417