STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF PARKS AND FORESTRY

OPERATING AGREEMENT

THIS AGREEMENT, made the Thousand and Eleven (2011).

day of April

in the year Two

BETWEEN

The State of New Jersey
Department of Environmental Protection
Division of Parks and Forestry
MAIL CODE 501-04C
P.O. Box 420
Trenton, NJ 08625-0420

hereafter referred to as Department,

AND

A joint venture between

Linx Golf Management, Inc. 621 Shrewsbury Avenue, Suite 125 Shrewsbury, New Jersey 07702

and

H&L Golf Course Maintenance Co. 251 Lions Head Blvd. So. Brick, New Jersey 08723

hereafter referred to as Operator.

WHEREAS, Department is the Owner of Spring Meadow Golf Course ("Golf Course Property") hereinafter described; and

WHEREAS, pursuant to the Request for Proposal issued on January 14, 2011 by Department for a Golf Course Operator for Spring Meadow Golf Course, as amended (the "RFP"), a copy of which is attached hereto and incorporated by reference as Exhibit A, Operator wishes to enter into this Operating Agreement to operate the Golf Course Property, as more particularly described below; and

WHEREAS, Department, subject to the terms set forth in the RFP, is willing and authorized pursuant to N.J.S.A. 13:1L-6 to enter into this Operating Agreement under the provisions, covenants, terms, and conditions hereinafter described, which shall be consistent with the terms set forth in Operator's proposal submitted in response to the RFP ("Bid Proposal"), a copy of which Bid Proposal is attached hereto and incorporated by reference as Exhibit B; and

NOW THEREFORE, this Operating Agreement is made and entered into by and between Department, its successors and assigns, and Operator and its successors and assigns. This Operating Agreement shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

THE PARTIES HERETO, for themselves, their heirs, distributes, executors, administrators, legal representatives, successors, and assigns, for good and valuable consideration, the exchange, receipt, and sufficiency of which is hereby acknowledged, hereby covenant and agree

as follows:

1. GOLF COURSE PROPERTY

Department hereby allows Operator to operate that certain Golf Course Property (as hereinafter described) for the Term of this Operating Agreement (as hereinafter described), together with all appurtenances thereto.

The Golf Course Property consists of approximately 190 acres and is designated as Block 958, Lot 6, Block 959, Lot 3, and Block 959, Lot 2 (part of) on the Tax Map of Wall Township, Monmouth County, New Jersey, attached hereto and incorporated by reference as Exhibit C, and excluding the land and structures occupied by a third party "concessionaire" as part of the operation of a restaurant known as Spring Meadow Inn. Department has entered into an Agreement ("Concession Agreement"), attached hereto and incorporated by reference as Exhibit D, with Four Atlantic Services, LLC ("Concessionaire"), providing the exclusive rights of the Concessionaire to dispense food, alcoholic and non-alcoholic beverage and liquor from Spring Meadow Inn and food and non-alcoholic beverages from the refreshment stand, mobile food/beverage carts and any temporary structures on the Golf Course Property that may be approved by the Department.

The Concession Agreement went into effect on October 27, 2009 and, if all renewal options are exercised, will expire on October 27, 2012. The Golf Course Property includes an eighteen-hole golf course and driving range together with any buildings, structures, parking lots, and improvements located on the land and premises, excluding the restaurant known as Spring Meadow Inn, and any refreshment stands and food/beverage carts operated by the concessionaire that operates Spring Meadow Inn.

It is expressly understood that this Operating Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Golf Course Property to Operator.

Easements on Golf Course Property

New Jersey American Water has an easement through the golf course property for a water main.

Jersey Central Power and Light has an easement through the golf course to service and maintain electrical service to the pump house and meter panel at #5 Green.

Verizon has an easement through the golf course for phone service to the pump house (phone service to pump house is currently disconnected).

2. TERM

- A. The Term of this Operating Agreement shall begin April 5, 2011 ("Effective Date"), at which time this Operating Agreement shall take full force and effect. Operator shall operate the Golf Course Property during the Term of this Operating Agreement beginning on the Effective Date and continuing for a period of five (5) years (the "Initial Term") from that date until the expiration of the Operating Agreement ("Expiration Date"), unless the Operating Agreement shall end sooner pursuant to any of the terms, covenants, or conditions, herein provided or pursuant to law. Department may terminate this Operating Agreement during the Term of the Operating Agreement in accordance with the termination provisions as contained herein, in the RFP, or in accordance with applicable law. In the event of such termination, after expiration of the notice period, Operator shall not be permitted to enter the Golf Course Property without accompaniment of a representative of Department.
- B. Provided that no event of default has occurred and is continuing, Operator may request that the term of this Operating Agreement be renewed for an additional five (5) year period (the "Renewal Term") by giving Department written notice of Operator's request to renew no less than one hundred and eighty (180) days prior to the expiration of the Initial Term of this Operating Agreement. Department reserves the right to disapprove renewal of this Operating Agreement if Department determines that Operator has not satisfactorily complied with the terms, covenants, or

conditions herein provided or pursuant to law or that continuation of this Operating Agreement is not consistent with reasonably anticipated plans for development or use of the Golf Course Property by Department or if the Department determines renewal of this Operating Agreement is not otherwise in the public interest. In the event that Operator's request for renewal is not approved by Department on or before sixty (60) days prior to the scheduled expiration date of this Operating Agreement, said request shall be deemed to have been denied, and this Operating Agreement shall expire as herein provided. The Initial Term and the Renewal Term are hereinafter collectively referred to as the "Term." This Operating Agreement shall not be renewed upon the expiration of the Renewal Term. Operator shall not continue operation of the Golf Course Property beyond the expiration of the Renewal Term except upon execution of a new Operating Agreement or as provided for in Paragraph 34 hereof.

C. Operator shall assume full operation of the Golf Course Property within 30 days of the Effective Date of this Agreement.

3. PAYMENTS TO THE DEPARTMENT

- A. Operator shall pay to Department an annual Operating Agreement Payment in the amount of One Hundred Thirty Thousand Dollars (\$130,000.00) ("Base Payment") plus an additional payment of fifteen (15) percent of gross revenue in excess of One Million Dollars (\$1,000,000) ("Variable Payment"). The Base Payment is payable in monthly installments in the amount of \$10,833.33. Each installment shall be due on the first day of each month and shall be paid without penalty on or before the tenth day of each month for which said installment is due. If the Effective Date occurs on any date other than the first of the month, this payment for a portion of a month shall be pro-rated. The Variable Payment for the First Term Year shall be due March 31 of the Second Term Year and on March 31 of every year for the prior Term Year thereafter for the remainder of the Term.
- B. The Base Payment shall increase annually by three (3) percent, beginning on the first anniversary of the Effective Date.
- C. For purposes of calculating the annual Variable Payment, gross revenue shall be defined to include all sales at the gross selling price of merchandise and items of every character sold in, upon, or through any part of the Golf Course Property by Operator, or any other person, firm, or corporation, including, but not limited to, all revenues and sales related to the operation of the golf course, pro shop, and gross charges for all services to customers or patrons, including, but not limited to, greens fees, memberships, equipment rentals, lessons, camps, golf outings, and events performed by Operator or any other person, firm or corporation, in, upon, or through any part of the Golf Course Property, and shall include sales and charges for cash and credit regardless of whether or not the same is collected or uncollected, less only all proper credits for returned merchandise, merchandise exchanges and merchandise cancellations, allowances or discounts as well as any sales taxes collected by Operator and remitted to taxing authorities with respect to each Term Year. Gross revenue shall not include the value of any gift certificates sold by the Department prior to the Effective Date, but redeemed after the Effective Date.
- D. On or before February 28 of each Term Year, and on or before the February 28 after this Operating Agreement has terminated, Operator shall provide Department with a financial report prepared by a Certified Public Accountant licensed to practice accounting in the State of New Jersey setting forth Operator's gross revenue for the previous Term Year ending December 31 and the results of the Audit or Special Report required by Paragraph 4 of this Operating Agreement ("Report"). Based on this Report, Operator's Variable Payment owed to Department for the previous Term Year shall be determined.
- E. All Operating Agreement Payments shall be paid by check made payable to "Treasurer-State of New Jersey" and sent to:

Administrator, Office of Leases MAIL CODE 501-04C P.O. Box 420 Trenton, NJ 08625-0420

- F. Any Operating Agreement Payment not made on or before the date provided in Subparagraph 3A hereof shall be considered past due. All past due amounts shall be assessed a monthly penalty of one and one-half percent (1 1/2%) of the total amount due calculated on the tenth (10th) day of each month.
- G. In the event any check for payment is returned to Department, all future compensations shall be made by Certified or Cashier Checks only.

4. RECORDS, MEETINGS, AND AUDIT

- A. Operator shall maintain complete and adequate financial records that will allow Operator to prepare financial statements in accordance with generally accepted accounting principles. Operator shall retain such records for at least six (6) years from the expiration or termination of this Operating Agreement. Such records shall be made available for audit during normal business hours by an authorized representative of Department to determine the adequacy of Operator's financial management systems and internal control systems established to meet the terms and conditions of this Operating Agreement and that the financial statements are fairly presented in accordance with generally accepted accounting principles. The results of any audit by Department shall be final and binding on Operator, including but not limited to Department's determinations with respect to revenue reporting and payment by Operator.
- B. Operator shall prepare and compile, or oversee the preparation and compilation of, and submit to Department a quarterly financial report itemizing the following, on a monthly basis:

I. Financial Summary

- a. Revenue, including but not limited to:
 - i. Total number of rounds of golf broken down by type of fee (weekday, senior, weekend, etc.)
 - ii. green fees revenue broken down by type of fee
 - iii. rental revenue broken out by item (power carts, hand carts, golf clubs, etc.)
 - iv. pro-shop sales broken down by categories (golf balls, golf clubs, clothing, etc...)
 - v. revenue generated from golf lessons
 - vi. association and/or membership revenue (handicap fees, association fees, memberships etc...)
 - vii. driving range revenue broken out by number of baskets
 - viii. tournament revenue
 - ix. sales tax collected
- b. Expenses, including but not limited to:
 - i. expenses associated with maintenance of golf course
 - ii. expenses associated with pro-shop and office operations
 - iii. labor costs broken down by department (maintenance, proshop, office), further broken out by permanent (key personnel) and seasonal employees
 - iv. unanticipated expenses

II. Brief summary of:

- a. golf course maintenance and any issues related to the operation of the golf course
- b. sales and marketing efforts

- C. Operator shall, or on or before February 28 of each year, conduct and provide Department with a complete audit of its gross revenue for the prior calendar year ending December 31 prepared by a Certified Public Accountant licensed to practice accounting in the State of New Jersey ("Audit"). In the alternative, Operator may provide a special report as prescribed in Statement on Auditing Standards No. 62 prepared by a Certified Public Accountant licensed to practice accounting in New Jersey to fulfill this requirement ("Special Report").
- D. Operator, its contractors, and subcontractors, shall provide Department, through an authorized representative, reasonable access to and the right to examine all records, books, papers, or documents reasonably related to Operator's operation of any part of the Golf Course Property and any project, services, and work being performed pursuant to any contract or subcontract. Proper facilities shall be furnished for access and inspection. Department has the right to request, and Operator agrees to provide free of charge, all information and copies of all records.
- E. Operator shall confer with Department and attend meetings with Department officials and other persons as reasonably requested by Department to discuss matters relating to the operation and management of the Golf Course Property. Operator shall promptly notify Department of any issues, problems, or concerns that arise between Operator and the Concessionaire. Operator shall defer to Department to address any issues, problems, or concerns raised by Operator concerning the Concessionaire.
- F. All data, technical information, materials gathered, originated, developed, prepared, used, or obtained in the performance of the Operating Agreement, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, records (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures, and documents, regardless of the state of completion, which are prepared for or are a result of the services required under the Operating Agreement, shall be and remain the property of Department and shall be delivered to Department upon thirty (30) days' notice by Department.

5. ADDITIONAL PAYMENTS (SELF HELP)

If Department incurs any expense by reason of the breach of this Operating Agreement by Operator or Operator's failure to perform any obligation of Operator hereunder, Operator shall be liable for payment of such reasonable expense, including reasonable attorney's fees and costs, which shall be deemed an Additional Operating Agreement Payment and be added to and become a part of the next payment of Base Payment due to be paid by Operator.

6. PURPOSE

Operator agrees to operate the Golf Course Property for its intended purpose in the manner set forth in the RFP and Operator's Bid Proposal, and Operator may not operate or use the Golf Course Property for any other purpose, without the prior written consent of Department, which may be given in Department's sole discretion.

7. GOLF COURSE MANAGEMENT

During the term of this Operating Agreement, Operator shall have full control over the day-to-day operations of the golf course, including but not limited to handling the collection and deposit of all money, hiring and supervision of all employees, and purchasing of all goods and services consistent with the operation of a public golf facility. Operator also shall be responsible for handling disputes with third parties, collecting and paying appropriate taxes, obtaining all appropriate permits, and providing accountability to the DEP for its activities.

A. Alcoholic Beverages

As of the Effective Date of this Agreement, Operator shall not allow course visitors to bring alcoholic beverages onto the Golf Course Property. The Department may, in future Spring Meadow Inn concession agreements, allow the concessionaire of Spring Meadow Inn to sell

alcoholic beverages from the refreshment stand, mobile food/beverage carts and any temporary structures on the Golf Course Property that may be approved by the Department subject to Operator obtaining all necessary State and local permits.

B. Fees

All fees for public admission to the Golf Course Property, including greens fees, membership fees, or any other fees associated with access to and use of the Golf Course Property shall be submitted to Department and approved by Department before such fees become effective. When submitting proposed fees to Department, Operator shall be required to show that the proposed fees are comparable to fees charged by similar public golf courses within fifty (50) miles. Department shall be reasonable in considering such approval. Operator's first fee schedule, attached hereto and incorporated by reference as Exhibit E, is hereby accepted and approved by Department.

C. Reservations Systems and Tournaments

All reservations systems and tournament procedures established by Operator are subject to the review and approval of Department, which shall be reasonable in considering such approval.

8. CONDITION OF GOLF COURSE PROPERTY

Operator has inspected the Golf Course Property and accepts it in "as is" condition and without representation or warranty of any kind by Department including, without limitation, any representations or warranty of fitness for a particular purpose.

9. SECURITY

Operator shall, at its sole cost and expense, be responsible for security of the Golf Course Property and any Improvements thereon, except for the Spring Meadow Inn and refreshment stand. Department has no obligation to Operator for security of the Golf Course Property and shall not be responsible to Operator, its agents, employees, or invitees (express or implied) for personal injury, death and/or loss, damage or destruction of Improvements, supplies, equipment, or personal property on the Golf Course Property.

10. MAINTENANCE, REPAIR, AND UTILITIES

- A. Operator shall be solely responsible for the maintenance of the Golf Course Property and buildings, structures, and improvements thereon, including structural repairs, the installation and repair of all utility systems, the cost of all utility services, and the irrigation system, including all of the equipment and components of the system, including sprinkler heads. Operator shall deliver the Golf Course Property to Department upon expiration or termination of this Operating Agreement in at least as good condition as it was delivered at the commencement of the term.
- B. Operator shall, at its sole cost and expense, keep and maintain the Golf Course Property, including any improvements constructed or located thereon in good repair and condition and shall promptly make all structural, nonstructural, ordinary, and extraordinary repairs of every kind which may be required to be made upon or in connection with the Golf Course Property, any improvements thereon or any part thereof in order to keep and maintain the Golf Course Property, and any improvements thereon to keep and maintain the Golf Course Property in good repair and condition. Operator shall be required to maintain the golf course within the limits of the Water Allocation Permit as described herein.
- C. Operator shall, at its sole cost and expense, keep and maintain the Golf Course Property, including any improvements constructed or located thereon, clean, neat, and well maintained.
- D. Operator shall, at its sole cost and expense, install, maintain, repair, and replace utility systems and pay for the cost of utility services as provided below.

- i. Water: Water usage for the Golf Course and Spring Meadow Inn is currently metered through one meter. The current Concession Agreement does not require the Concessionaire to pay for water service for the Spring Meadow Inn. If a new Concession Agreement includes a provision requiring the Concessionaire to pay for water service charges associated with the Spring Meadow Inn, Department will install a submeter at Spring Meadow Inn to measure water usage by the Spring Meadow Inn. If Department installs a submeter, Operator shall still be responsible for paying the entire water bill, but Concessionaire will be required to reimburse Operator for Concessionaire's water usage based on the submeter reading.
- ii. Gas, propane and oil: Operator shall be responsible for all gas, propane, and oil services on Golf Course Property.
- iii. Heat: Operator shall be responsible for all heating services on Golf Course Property.
- iv. Telephone and other communication services: Operator shall be responsible for all telephone and communications services on Golf Course Property.
- v. Electricity: The refreshment stand, which is operated by the Concessionaire of Spring Meadow Inn, does not have an individual electric meter. The current Concession Agreement requires the Concessionaire to pay for electrical service for the refreshment stand, but the electricity associated with the refreshment stand is tied to the meter for the Golf Course Property. The Operator will have the option of being solely responsible for paying the electricity costs associated with the refreshment stand or having a separate meter installed, at its sole cost and expense, to measure the electricity usage of the refreshment stand. If Operator installs a separate meter at the refreshment stand, the Concessionaire shall be responsible for the electricity service at the refreshment stand.

The current Concession Agreement does not require the Concessionaire to pay for electrical service for the lights in the parking lot and driveway. Operator shall therefore be responsible for the electrical service for the lights in the parking lot and driveway. If a new Concession Agreement includes a provision requiring the Concessionaire to pay for fifty percent (50%) of the cost for electric service for the lights in the parking lot and driveway, then Operator and Concessionaire will split these costs for the duration of the new Concession Agreement or Operating Agreement, whichever expires or terminates first. Operator will still be responsible for submitting payment for electricity costs for the parking lot and driveway lights but will have the authority to require the Concessionaire to reimburse the Operator for 50% of these costs.

- vi. Sewer and septic: Operator shall be responsible for all sewer and septic services related to the Golf Course Property.
- E. Operator shall keep the Golf Course Property free of trash and be responsible for the collection, disposal, and recycling of all garbage, rubbish, and other waste from the Golf Course Property. Operator shall participate in and comply with all recycling programs in effect for the county and municipality in which the Golf Course Property is located.
- F. Operator shall not make or allow any physical change in the natural condition of the Golf Course Property, including but not limited to the cutting or removal of trees or shrubs, without first submitting plans and specifications therefore to Department and obtaining Department's written approval thereof. Department's approval shall not relieve Operator of its obligation to obtain and maintain all licenses, permits, and approvals required by the appropriate Federal and/or State governmental agency having jurisdiction over the activity to be undertaken.
- H. Operator shall comply with the turf cultivation and management practices established by the United States Golf Association. Operator shall maintain the turf for playing conditions. Turf maintenance shall include, but not be limited to, the following: general

cleanliness; landscaping; mowing/trimming; irrigation within the limits of the Water Allocation Permit as described herein; fertilization; general erosion repairs; and other related tasks necessary to maintain acceptable playing conditions on the golf course.

- I. Operator shall be responsible for and ensure that all golf course patrons, sub-operators, licensees, and permittees are satisfying all obligations to maintain and repair areas occupied by them as required under any sub-operating agreement or other applicable instrument.
- J. The current Concession Agreement provides that the Concessionaire shall be solely responsible for the snow removal from the front entrance area, sidewalk from front entrance to the parking lot, and back door area of Restaurant. Operator shall therefore be responsible for snow removal for the driveway and parking lot. If a new or amended Concession Agreement includes a provision requiring the Concessionaire to share the costs associated with the snow removal for the driveway and parking lot, Operator will have the option of arranging for snow removal for these areas and charging the Concessionaire for fifty percent (50%) of these costs.

10.1 Wild Geese Population Management

Pursuant to a migratory bird depredation permit issued annually to the Division of Parks and Forestry (Division) by the Department of Interior, U.S. Fish & Wildlife Service, the Division authorizes the Operator to manage the population of wild geese on the Golf Course Property in accordance with the permit, the federal regulations cited in the permit, and the guidelines set forth in the Division's Goose Management Program. Management activities shall be limited to addling eggs, and removing and destroying nests. Operator will be required to annually report to the Division all activities related to management of population of wild geese on the form attached hereto as the Special State Canada Goose Permit – Annual Report. A copy of the federal permit, the Division's policy, and the Special State Canada Goose Permit – Annual Report, are attached and incorporated by reference as Exhibit F.

11. GOLF CARTS AND OTHER EQUIPMENT

- A. Operator shall be responsible for providing and maintaining all equipment and golf carts necessary for the successful management and operation of the golf course. Department and Operator acknowledge that Operator may in the ordinary course of its business enter into leases for equipment used for the operation of Operator's business at the Golf Course Property. Operator shall provide Department with at least five (5) business days prior written notice of the material terms and conditions of any such equipment leases prior to entering into same.
 - i. The Department of Treasury, Division of Purchase and Property ("Treasury"), currently has a golf cart contract with KLBL Inc. d/b/a Vic Gerard Golf Cars for a fleet of sixty (60) club car gasoline golf carts at a cost of \$4,458.00 per month (Golf Cart Contract). Treasury shall terminate the Golf Cart Contract upon the award of this Operating Agreement, but there may be an overlap period of up to 30 days after the effective date of the Operating Agreement but before the effective date of the termination of the Golf Cart Contract. During this overlap period, the Operator shall reimburse Treasury for any payments made under the Golf Cart Contract. After the Golf Cart Contract is terminated, Operator shall be solely responsible for providing golf carts as necessary for the successful management and operation of the golf course.
- B. The Department owns golf course equipment that will be available for use by the Operator. The golf course equipment shall remain the property of the State of New Jersey. The Operator and the Department shall meet within two weeks prior to effective date of Operating Agreement to inspect and record condition of Department's equipment, which shall be attached hereto as Exhibit G and incorporated by reference. Operator and Department shall meet within two weeks prior to end date of Operating Agreement or subsequent renewal of Operating Agreement to inspect and record condition of Department's equipment. The Operator shall be solely responsible for the cost of repairing, maintaining and replacing any of the golf course

equipment and shall return the equipment to the Department at the end of the Operating Agreement in the same condition as noted at the beginning of the Operating Agreement, reasonable wear and tear excepted. The Operator shall not lend or rent out the Department's golf course equipment and shall obtain the Department's approval before disposing of any equipment. New equipment purchased by the Operator shall remain the property of the Operator. The Department offers the Operator use of this equipment "as is" and without representation or warranty of any kind by Department including, without limitation, any representations or warranty of fitness for a particular purpose.

12. WATER ALLOCATION

- A. Water allocation is regulated on the Golf Course Property pursuant to a Water Allocation Permit (#4035PS) issued by Department, Bureau of Water Allocation. The permit allows for water diversion from the following sources:
 - 1. Manasquan River 1200 gpm
 - 2. Storage Pond 1200 gpm

The total diversion from the above sources shall not exceed 9.63 million gallons per month at a maximum rate of 1200 gpm and the total diversion from the above sources shall not exceed 33 million gallons per year. Operator of the Golf Course Property shall be responsible for following specific and general conditions required for the operation of the Water Allocation Permit. The permit has an expiration date of June 30, 2013.

B. Operator shall pay all costs and fees associated with the Water Allocation Permit and permit renewal and shall submit all monitoring reports and documentation to DEP as may be required under the permit.

12.1 Septic System

The Golf Course Property has a T1-Sanitary Subsurface Disposal General Permit (#NJ0130281) that has a design flow of .002 mgd. The Operator of the Golf Course Property will be responsible for following specific and general conditions of this permit, but shall not be responsible for the maintenance and pumping of the two septic tanks and grease trap and drain associated with Spring Meadow Inn .

The current Concession Agreement does not require the Concessionaire to be responsible for the septic field, which is used by both the Golf Course Property and the Concessionaire. If the field needs to be repaired or rebuilt, the Operator will be solely responsible for the cost of repairing or rebuilding the septic field. When the current Concession Agreement expires, the Department will require the concessionaire in a new concession agreement to be jointly responsible with the Operator for obtaining a new septic T1-Sanitary Subsurface Disposal General Permit when the current permit expires, and for any repairs or reconstruction of the septic field.

The permit expires on May 31, 2013. The Operator shall submit a draft permit application to Department for approval by February 1, 2013. The Operator shall be responsible for working with the Department to complete the permit application. The Operator shall be responsible for all costs associated with permit application. If a new concession agreement is in place prior to February 1, 2013, and the agreement requires the concessionaire of Spring Meadow Inn to be jointly responsible for obtaining a new T1-Sanitary Subsurface Disposal General Permit, the Operator and concessionaire shall be jointly responsible for the submission of a new permit application.

13. PRO SHOP

Operator may operate a pro shop on the Golf Course Property. Sales at the shop may include, but are not limited to, merchandise, golf equipment, cart rentals, and equipment rentals.

14. FOOD AND BEVERAGE CONCESSION

Operator acknowledges that the Concessionaire of Spring Meadow Inn has the exclusive right to dispense food and non-alcoholic beverages on the Golf Course Property at the refreshment stand located at tee #8, mobile food/beverage carts and any temporary structures that may be approved by Department.

15. RENOVATIONS AND IMPROVEMENTS

- A. Operator shall not enter into any contract for or commence any restoration, preservation, renovation, or improvement project including, but not limited to, the construction or placement of any non-permanent building, structure, or utility or any change in the natural condition of the Golf Course Property (collectively "Improvements") without first submitting to Department, and obtaining Department's written approval of, an Improvement Plan for the proposed Improvement. The Improvement Plan shall include but not be limited to: (a) a description (including plans and specifications when deemed appropriate by Department) of each Improvement; (b) a schedule for initiation and completion of each Improvement; (c) a statement whether each Improvement will be performed by Operator or a contractor; and (d) such additional information that Department may reasonably require to determine whether to approve the proposed Improvement.
- B. Department's approval shall be based upon Department's determination that Operator is capable of completing the proposed Improvement, that the intended use and character of the proposed Improvement is consistent with the purposes of this Operating Agreement, is compatible with the natural condition of the Golf Course Property, is consistent with the terms of the grant and or statutory funding source under which Department acquired the Golf Course Property, and will not pose a threat to public health and safety. As approved by Department, said Improvement Plan shall become a part of this Operating Agreement by reference, and Operator shall not modify or deviate therefrom without first obtaining Department's express written approval.
- C. All Improvement Plans submitted to Department by Operator under this Paragraph are for the purpose of assisting Department in determining whether to approve the proposed Improvement under the criteria for approval set forth in Subparagraph B of this Paragraph. Department's approval of any such plan through the Division of Parks & Forestry shall not be construed to relieve Operator of its responsibility to obtain and maintain all licenses, certificates, permits, and approvals now or subsequently required by Federal, State, and local authorities for the construction and use of the Improvement. Operator shall, prior to the commencement of any Improvement, apply for and obtain all Federal, State, and local licenses, certificates, permits, and approvals required for construction of the proposed Improvement. Upon the issuance of said licenses, certificates, permits, and approvals, Operator shall submit copies of same to Department and then commence the Improvement project in accordance with the approved Improvement Plan. All construction shall be done in a good and workmanlike manner in accordance with the approvals, and any other requirements of Federal, State, or local authorities having jurisdiction.
- D. Approval by Department of design plans, specifications, and reports submitted by Operator in accordance with this Operating Agreement shall not in any way relieve Operator of responsibility for the technical accuracy thereof. Operator is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, and reports furnished under this Operating Agreement. Operator shall, at its sole cost and expense, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, and reports. Approval or acceptance thereof by Department shall not be construed as a waiver of any rights of Department under this Operating Agreement or any cause of action arising out of the performance of this Operating Agreement.
- E. Department reserves the right to approve the location, type of structure, and/or physical alteration involved in any Improvement and to require that Improvements be constructed or placed in such a manner that they may be removed with minimum damage to the Golf Course Property.
 - F. Upon compliance with this Paragraph, Operator may enter into contracts for the

performance of construction of an Improvement, provided that in no such event shall Operator's obligations under this Operating Agreement be deemed to be diminished thereby. Nothing contained in any such contracts shall be construed as creating any contractual relationship between any contractor, subcontractor, and Department.

- G. Operator shall, at its sole cost and expense, provide all necessary construction management for each Improvement. Department may, at its sole cost and expense, monitor Operator's construction management.
- H. For any Improvement undertaken as a single project and involving an estimated cost aggregating more than Twenty Thousand (\$20,000.00) Dollars, Operator shall, at the request of Department: (i) provide to Department, as security for the satisfactory completion of the construction of the project in form and substance satisfactory to Department, a corporate surety bond of a corporate surety company satisfactory to Department in the amount of 100% of the cost of construction of the project naming Department and Operator as co-obligee; and (ii) provide to Department a labor and material payment bond of a corporate surety company satisfactory to Department and meeting the requirements of N.J.S.A. 2A:44-143 providing for the prompt payment for materials, supplies, labor, services and equipment, naming Department and Operator as co-obligee in form and substance satisfactory to Department.
- I. Before commencement of construction, Operator shall deliver to Department certificates of insurance showing that Operator and/or its contractors and subcontractors have obtained insurance coverage during construction as follows: (i) Completed Value Builder's Risk insurance with standard fire and extended coverage and, to the extent that insurance against any additional risk is obtainable at standard rates, "all-risk" extended coverage endorsement; (ii) Contingent Liability and Comprehensive General Public Liability insurance with a Contractual Liability endorsement (including insurance with respect to owned or operated motor vehicles) with aggregate limits of not less than One Million Dollars (\$1,000,000.00) with respect to bodily injury, death, or property damage for any one accident; and (iii) Worker's Compensation applicable to the Laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Hundred Thousand (\$100,000.00) Dollars per occurrence for bodily injury liability and One Hundred Thousand (\$100,000.00) Dollars occupational disease per employee with an aggregate limit of Five Hundred Thousand (\$500,000.00) Dollars occupational disease. The insurance policies described in (i) and (ii) above shall name Department as an additional insured. The certificates of insurance shall provide for thirty (30) days notice, in writing, to Department prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Operating Agreement. Operator also shall provide Department with valid certificates of renewal of the insurance upon the expiration of the policies.
- J. All Improvements undertaken or made without Department's written approval and/or for which Operator cannot document to the satisfaction of Department that the Improvement was completed in accordance with the requirements of all Federal, State, and local agencies having jurisdiction shall be removed by Operator on Department's demand. Operator shall, at Operator's sole cost and expense, repair any damage to the Golf Course Property caused by Operator's construction and/or removal of any unauthorized or unacceptable Improvement.
- K. Upon completion of any Improvement, Operator shall, as a condition precedent to Department's acceptance and Operator's use and operation thereof as part of the Golf Course Property, deliver to Department: (i) copies of all permanent certificates of occupancy necessary for use and occupancy of the Improvement; (ii) copies of final and complete waivers by Operator's general contractor and its subcontractors of their rights to file or assert a mechanic's lien against any part of the Golf Course Property or Improvement or any work performed; and (iii) one complete set of reproducible "as-built" or record drawings of the Improvement.
- L. All Improvements hereafter constructed on the Golf Course Property by Operator shall be the property of Department. Upon the expiration or termination of this Operating Agreement, Operator shall turn over use and operation thereof to Department free of any liens or encumbrances and without payment of any compensation therefor by Department to Operator.

- A. Operator shall engage a sufficient number of reliable, competent, and qualified staff of legal age for operation and management of the Golf Course Property, to provide security for the Golf Course Property and to meet the needs of the public. Operator shall submit a staffing plan to Department and obtain Department's written approval thereof. Operator shall provide Department with a written list of the names, addresses, and telephone numbers of all employees and shall update said list regularly so that Department has a list of all current employees. If Department determines that Operator has not provided a sufficient number of reliable, competent, and qualified staff of legal age for the operation and management of a Golf Course Property covered by this Operating Agreement, Operator shall, immediately upon receipt of written notification from Department, correct the staffing deficiencies described in said notice.
- B. If it becomes necessary for Operator to substitute any management or supervisory staff ("key personnel"), Operator will identify the substitute personnel and the work to be performed. Operator must provide detailed justification documenting the necessity of the substitution. Resumes must be submitted evidencing that the individual proposed as a substitution has qualifications and experience equal to or greater than the individual originally proposed or currently assigned. Operator shall forward a request to substitute key personnel to Department for consideration and approval. No substitute key personnel are authorized to commence work until Operator has received written approval to proceed from Department.

17. COMPLIANCE WITH LAWS, LICENSES, PERMITS, AND INSURANCE POLICIES

- A. Operator shall obtain, maintain and comply with all necessary licenses, permits, and approvals required by the appropriate Federal, State, and local authorities for the improvement, maintenance, and use of the Golf Course Property in accordance with this Operating Agreement. Department agrees to cooperate fully with Operator in obtaining same. Operator shall provide Department with satisfactory written evidence that all such licenses, permits, and approvals have been obtained prior to the commencement of improvement, maintenance and use of the Golf Course Property. Operator also shall provide Department with satisfactory documentation that all such licenses, permits, and approvals have been renewed as may be required so that Department is at all times in possession of adequate documentation that Operator has obtained and is maintaining such licenses, permits, and approvals.
- B. Operator shall, at its sole cost and expense, comply and shall cause the Golf Course Property to comply with all duly promulgated and applicable Federal, State, and local laws, ordinances, rules, and orders affecting the Golf Course Property, or any part thereof, or the use thereof, including but not limited to laws and regulations pertaining to pesticide storage and application, water allocation, and those which require the making of any structural or extraordinary changes thereto, whether or not any such laws, ordinances, rules, or orders may involve a change of policy on the part of the governmental body enacting the same.
- C. Operator shall comply with the requirements of all policies of insurance required by this Operating Agreement which at any time may be in force with respect to the Golf Course Property.

D. If Operator is issued:

- (i) A notice of failure to comply with any policy of insurance required by this Operating Agreement;
- (ii) A summons or any notice of violation of any license, permit, certification, authorization, approval, or any other similar instrument(s) required by any Federal, State, or local authority having jurisdiction necessary to improve, maintain, and use the Golf Course Property in accordance with the provisions hereof; or
 - (iii) A summons or any notice of violation of any duly

promulgated and applicable Federal, State, or local laws, ordinances, rules, and orders affecting the Golf Course Property, any part thereof, or the use thereof,

Operator immediately shall forward a copy of the notice or summons to Department and Operator shall have such period of time to correct said violation as is prescribed in the summons or notice.

18. TAXES AND ASSESSMENTS

Operator agrees that during the Term of this Operating Agreement, it will pay any taxes or assessments that might be imposed by any governmental body by reason of Operator's operation of the Golf Course Property. Operator immediately shall forward any notice of such tax payment to Department and any notice of assessment, tax bill, or any other notice, correspondence or document relating to local property taxation of the Golf Course Property to the Department.

19. OPERATOR'S OBLIGATIONS

Operator, at its sole cost and expense, shall be responsible for preparation and compilation of Plans, Reports, Documents, and financial reports, and Operator shall attend meetings as reasonably required by Department. Operator shall be responsible for compliance with all other obligations specified as Operator's in the RFP, attached hereto as Exhibit A.

20. ACCESS TO GOLF COURSE PROPERTY

During the Term of this Operating Agreement, as the owner of the Golf Course Property, the State, retains the unfettered right to enter the Golf Course Property for any reason or no reason at all.

21. SIGNAGE, ADVERTISING, AND NEWS RELEASES

Operator shall not post or allow any signs or advertisements of any description to be painted or posted on the Golf Course Property, any of the buildings or structures on the Golf Course Property, and/or on any other property or improvement comprising part of the State Park, unless specifically approved by Department in writing. Operator shall not use Department's/State's name, logos, images, or any data or results arising from the Operating Agreement as part of any commercial advertising without first obtaining the written consent of Department. Operator shall not be permitted to change or profit from the name of the golf course by, for example, selling or licensing naming rights to the Golf Course Property. Operator shall not change the name of the Golf Course Property without the prior written consent of Department. Operator shall not issue news releases pertaining to any aspect of the services being provided under the Operating Agreement without the prior written consent of Department.

22. DAMAGE TO PROPERTY

- A. Operator shall, at Operator's sole cost and expense, repair any damage caused by Operator, its employees, agents, contractors, or invitees to the Golf Course Property within the period of time prescribed by Department in a written demand. In the event that Operator fails to so repair after written demand by Department, Department may, at its option and subject to the availability of funds from insurance coverage or appropriated therefore, elect to make said repairs, and the cost thereof shall be paid by Operator to Department within fifteen (15) days after demand therefore.
- B. In the event of damage or destruction of the Golf Course Property, in whole or in part, by fire, explosion, the elements, or otherwise during the term of this Operating Agreement, Department may, in its discretion, terminate this Operating Agreement from the date of such damage and destruction or, subject to the availability of funds from insurance coverage or appropriated therefore, cause such damage or destruction to be repaired.
- C. All repairs by Operator of damage to the Golf Course Property shall restore the affected property to the appearance, condition, and utility of said property immediately prior to the damage or destruction. All repairs shall be completed in accordance with plans and specifications

submitted to and approved by Department under Paragraph 15 of this Operating Agreement to the same extent as though said repair is an Improvement.

D. This Operating Agreement shall not be construed to require or obligate Department to cause any damage to or destruction of the Golf Course Property to be repaired for the benefit of Operator. Department shall not be liable to Operator for any loss occasioned by the damage to or destruction of the Golf Course Property and/or Department's declaration that this Operating Agreement is terminated.

23. DEVELOPMENT OF STATE PARK

Any other provision herein contained to the contrary notwithstanding, in the event that Department gives Operator written notice that Department requires all or any part of the Golf Course Property for development or use for any public purpose, Operator shall, within the period set forth in said notice and without any compensation therefore by Department to Operator, abandon use of the Golf Course Property or part thereof designated by Department within the notice period.

24. INDEMNIFICATION

- A. Operator shall, for itself, its successors, and assigns, assume all risks and liabilities arising out of Operator's use, operation, maintenance, and improvement of the Golf Course Property. Operator covenants to defend, protect, indemnify, and save harmless Department and hereby releases Department and each of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of every nature arising from or claimed to arise, in whole or in part, in any manner out of, be occasioned by, or result from:
 - (i) Any injury to, or the death of, any person in or on, or any damage to property which occurs in, on or about the Golf Course Property, any Improvements thereon or upon any sidewalk or walkway within the Golf Course Property or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Golf Course Property, Improvements, or any part thereof, and construction or repair of any Improvements on the Golf Course Property;
 - (ii) Violation of any agreement or condition of this Operating Agreement by Operator, its agents, employees, contractors, express or implied invitees, or anyone claiming by or through Operator;
 - (iii) Violation by Operator of any contracts, agreements, or restrictions of record concerning the Golf Course Property;
 - (iv) Failure or omission to comply with any insurance policy required under this Operating Agreement or any Federal, State, or local law, ordinance, rule, or order affecting the Golf Course Property or Operator's use thereof; and
 - (v) Any act, error, or omission by Operator, its agents, employees, contractors, express or implied invitees, or anyone claiming by or through Operator in the performance of this Operating Agreement.
- B. Operator agrees that any contract with its contractors and consultants shall require such contractors and consultants to defend, indemnify, protect, and save harmless Department and release Operator and Department and their officials and employees from and against any suits, claims, demands, or damages of whatever kind or nature arising out of or claimed to arise out of in whole or in part any negligent act, error, or omission of the contractor, consultant, or their agents, subcontractors, servants, and employees in the performance of any work or professional services on or for the benefit of the Golf Course Property.
 - C. Department and Operator shall, as soon as practicable after a claim has been made

against either of them, give written notice thereof to the other, along with full and complete particulars of the claim. If the suit is brought against Department, Operator, or any of its agents, servants, or employees, it shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other process received by or then in their possession or the possession of its representatives.

- D. It is expressly agreed and understood that any approval by Department of the work performed or reports, plans, and specifications provided by Operator shall not operate to limit the obligations of Operator assumed pursuant to this Operating Agreement.
- E. Operator's liability pursuant to this paragraph shall continue after the termination or expiration of this Operating Agreement with regard to causes of action arising or claimed to arise prior to the termination or expiration hereof and/or obligations of Operator under this Operating Agreement which survive such termination or expiration.
- F. This indemnification is not limited by, but is in addition to, the insurance obligations contained in this Operating Agreement.
- G. The provisions of this indemnification clause shall in no way limit the obligations assumed by Operator under this Operating Agreement, nor shall they be construed to relieve Operator from any liability or to preclude Department from taking any other actions available to it under any provisions of this Operating Agreement or at law or in equity.
- H. All claims asserted against Department by Operator shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. Nothing in the Operating Agreement shall be construed as a waiver by Department of any warranty, expressed or implied, or any remedy at law or in equity.

25. INSURANCE

- A. Operator shall, at Operator's sole cost and expense, obtain and maintain at all times during the term of this Operating Agreement, insurance for any damages imposed by law and assumed under this Operating Agreement of the types and in the amounts hereinafter provided:
 - (i) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of One Million (\$1,000,000.00) Dollars per occurrence as a combined single limit for bodily injury and property damage liability;
 - (ii) Property insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, water, wind, storm, loss, theft, and damage on any structures on the Golf Course Property and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents owned by Operator and located in or on the Golf Course Property. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, and contents. The value of said structures, fixtures, equipment, and contents shall be determined by Operator using whatever procedures Operator considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against Department in connection with any loss or damage covered by the policy;
 - (iii) Worker's Compensation applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Hundred Thousand (\$100,000.00) Dollars per occurrence for bodily injury liability and One Hundred Thousand (\$100,000.00) Dollars occupational disease per employee with an aggregate limit of Five Hundred Thousand (\$500,000.00) Dollars occupational disease; and

- (iv) Such other insurance and in such amounts as may from time to time be reasonably required by Department.
- B. Operator shall require any person providing any service and/or conducting any activity on the Golf Course Property, as part of Operator's operation thereof, to secure and maintain in force at all times during the provision of any service and/or conduct of any activity thereon, as part of Operator's operation of the Premises, insurance coverage of the types and in at least the minimum amounts required under subparagraph A of this paragraph.
- C. All policies of insurance shall provide that the proceeds thereof shall be payable to Department and Operator as their respective interests may appear. All insurance coverage required to be maintained by Operator in accordance with this Operating Agreement shall be issued by an insurance company authorized and approved to conduct business in the State of New Jersey and shall name the State of New Jersey, Department of Environmental Protection as an additional insured.
- D. When Operator returns this Operating Agreement, signed by Operator, to Department for signature, Operator shall provide Department with a certificate of insurance evidencing that Operator has obtained all insurance coverage in accordance with this Operating Agreement. A copy of the certificate of insurance shall be attached hereto and incorporated by reference as Exhibit H. Failure to provide a certificate of insurance at the time of Operator's execution of this Operating Agreement shall render this Operating Agreement null and void. The certificate of insurance shall provide for thirty (30) days notice, in writing, to Department prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Operating Agreement. Operator also shall provide Department with valid certificates of renewal of the insurance upon the expiration of the polices so that Department is continuously in possession of current documentation that Operator has obtained and is maintaining in full force and effect all insurance required under this Operating Agreement. Operator also shall, upon request, provide Department with copies of each policy required under this Operating Agreement certified by the agency or underwriter to be true copies of the policies provided by Operator. Operator shall not allow any contractor or subcontractor to engage in any activity on the Premises without first submitting to Department a current certificate of insurance showing that the contractor or subcontractor has obtained insurance coverage in accordance with the requirements of this Operating Agreement. Operator shall deliver the certificates to Department's address as provided in Paragraph 35 of this Operating Agreement.
- E. Operator expressly understands and agrees that any insurance protection required by this Operating Agreement shall in no way limit Operator's indemnification obligations assumed in this Operating Agreement and shall not be construed to relieve Operator from liability in excess of such coverage, nor shall it preclude Department from taking such other actions as are available to it under any provision of this Operating Agreement and as otherwise provided for at law or in equity.
- F. The limits of insurance policies described in this Paragraph shall be reviewed by Department and Operator every two (2) years. Operator shall increase the limits of said policies to meet changed circumstances including, but not limited to, changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

26. ASSIGNMENT

A. Operator shall not assign or transfer this Operating Agreement or Operator's responsibilities under this Operating Agreement or the operations authorized hereunder, nor sell or otherwise assign or transfer a controlling interest in such operations (hereinafter collectively referred to as an "Assignment") without the prior written approval of Department.

27. SUB-OPERATORS

A. Operator shall not enter into sub-operating or sub-contractor agreements with outside entities for the performance of any of its obligations under this Operating Agreement, except that Operator may enter into sub-operating and sub-contractor agreements with outside entities for the operation of a pro shop and maintenance and improvements, including: aeration, topdressing

and amending; irrigation; cart maintenance; and improvement projects, with the prior written approval of Department. Before Operator may allow a sub-operator or sub-contractor to begin to operate or use the Golf Course Property in such a way, both Operator and the sub-operator/contractor must sign a sub-operating/contracting agreement, which shall be subject to Department's written approval prior to taking effect. In no event will Department and any sub-operator or sub-contractor have any contractual relationship by virtue of the sub-operator's/contractor's relationship to Operator. During the Term of this Operating Agreement, Operator shall indemnify Department and assume all responsibility for all acts/omissions of any sub-operator/contractor and for its compliance with respective sub-operating/contracting agreement.

28. BANKRUPTCY

In the event Operator enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Operator agrees to furnish written notification of the bankruptcy to Department with a copy to the Attorney General's Office. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and the name(s), addresses, and telephone numbers of the attorney or firm handling the bankruptcy. This obligation remains in effect until final payment is made under this Operating Agreement.

29. TERMINATION, EXPIRATION, AND SUSPENSION OF OPERATIONS

- A. Operator shall comply with the terms and conditions of this Operating Agreement. Failure to comply and/or the existence of any condition which Department determines to be in violation of the terms and conditions hereof shall be considered to be a material breach, in which event Department may, in addition to any other right or remedy provided for by law or in equity, terminate this Operating Agreement as follows:
 - (i) In the event of Operator's failure to (a) obtain and maintain all the insurance coverage required to be obtained and maintained under this Operating Agreement or to provide Department with certificates of insurance documenting that Operator has obtained and is maintaining such insurance coverage; (b) provide Department with current certificates of insurance showing that its contractors or subcontractors have obtained and are maintaining insurance coverage in accordance with the requirements of this Operating Agreement; or (c) pay when due any payments or other sums required to be paid by Operator hereunder; or (d) correct any violation described in a notice or summons issued to Operator under Paragraph 17 of this Operating Agreement, and a continuation of such failure under (a), (b), (c), or (d) above for a period of ten (10) days after Operator's receipt of written notice thereof from Department served by certified mail, return receipt requested, termination shall, in the discretion of Department, be effective at the conclusion thereof; or
 - (ii) In the event of Operator's failure to perform or comply with any of the other covenants, agreements, and conditions herein contained and a continuation of such failure for a period of thirty (30) days after Operator's receipt of written notice thereof from Department served by certified mail, return receipt requested, termination shall, in the discretion of Department, be effective at the conclusion thereof.
- B. Operator shall have the right to terminate this Operating Agreement upon ninety (90) days written notice served upon Department by certified mail, return receipt requested. Said notice shall include a comprehensive explanation and justification of Operator's reasons for not continuing operations under this Operating Agreement. Within forty-five (45) days after receipt of Operator's notice, Department and Operator shall determine whether the reasons for termination can be resolved to their mutual satisfaction. In the event that Operator and Department determine that said reasons cannot be resolved, termination shall become effective ninety (90) days after Department's receipt of the notice.

- C. Termination of this Operating Agreement by either party as herein provided shall not release or discharge any payment, obligation, or liability owed to the other party under the terms and conditions of this Operating Agreement as of the date of such termination.
- D. Upon expiration or other termination or cancellation of this Operating Agreement, Operator shall quit and surrender operation of the Golf Course Property and leave the Golf Course Property in a broom clean condition, without fraud or delay, and in good order, condition, and repair, reasonable wear and tear excepted. If Operator shall fail to remove any personal property lawfully belonging to and removable by Operator within the time prescribed by any notice of termination or before the stated expiration of this Operating Agreement, Department may remove same at the expense of Operator. Operator hereby covenants to pay any and all damages which may be caused to the Golf Course Property by the removal of structures and personal property. Operator's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Operating Agreement. Operator shall not remove any permanent fixtures upon expiration or other termination or cancellation of this Operating Agreement.
- E. Upon the expiration or termination of this Operating Agreement, Operator shall pay to Department without demand or notice the sum of the following:
 - (i) All payments accrued to the date of such expiration or termination and, in the event of termination, the unpaid rent for the term or until Department establishes a new operator at the Golf Course Property, if sooner. If Department contracts with a new operator at the Golf Course Property for less than Operator's payments to Department, Operator shall pay the difference until the end of the term. If Department contracts with a new operator at the Golf Course Property for more than Operator's payments to Department, Operator is not entitled to the excess; and
 - (ii) The cost of making all restoration, renovation, improvement, and repairs required to be made by Operator hereunder and of performing all covenants of Operator relating to the conditions of the Golf Course Property, including any improvements thereon during the term and upon expiration or sooner termination of this Operating Agreement, is to be deemed prima facie to be the cost estimated by an architect or contractor selected by Department or the amounts actually expended or incurred thereafter by Department.
- F. Operator shall, at the direction of Department, immediately suspend, delay, or interrupt Operator's operation of all or any part of the Golf Course Property for such period of time as Department may determine to be appropriate to protect the Golf Course Property and/or public health, safety, and welfare due to the occurrence of hazardous work conditions, emergency conditions, and/or any other cause including, but not limited to, Operator's failure to perform any of the covenants, agreements, and conditions contained in this Operating Agreement, provided that Department has determined that the continuance of the operation of the Golf Course Property may detrimentally impact the Golf Course Property and/or the health, safety, and welfare of persons on site. Operator hereby waives any claim, and Department shall not be liable to any party claiming through Operator, for damages, rent abatement, or compensation as a result of Department's actions under this Paragraph. Department's suspension of Operator's operations shall be in addition to any other right or remedy available by law or in equity.

30. CREATION OF LIENS OR ENCUMBRANCES BY OPERATOR

A. Operator shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage, or other encumbrance upon any interest of Department in the Golf Course Property or in the buildings or Improvements thereon; it being agreed that should Operator cause any alterations, rebuilding, replacements, changes, additions, improvements, or repairs to be made to the Golf Course Property or the buildings or Future Improvements thereon or labor performed or material furnished therein, thereon, or thereto, neither Department nor the Golf Course Property shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuilding, replacements, changes, additions, improvements, repairs, labor, and material, shall be made, furnished, and performed at Operator's expense, and Operator shall be solely and wholly responsible

to the contractors, laborers, and materialmen furnishing and performing such labor and material.

- B. If, because of any act or omission (or alleged act or omission) of Operator, any mechanic's or other lien, charge, or order for the payment of money shall be filed against the Golf Course Property, any buildings, or any Improvements thereon, or against Department (whether or not such lien, charge, or order is valid or enforceable as such), Operator shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice to Operator of the filing thereof.
- C. Operator shall, upon completion of any improvement(s), provide Department with a signed copy of any and all lien(s), which shall indicate that all contractors have been paid and all lien(s) have been discharged.

31. SOLICITATION

Operator warrants that no person has been employed directly or indirectly to solicit or secure this Operating Agreement in violation of the provisions of N.J.S.A. 52:34-19 and that the laws of the State of New Jersey relating to the procurement and performance of this Operating Agreement have not been violated by any conduct of Operator, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State employee, officer, or official.

32. AMENDMENTS

The parties hereto agree that this Operating Agreement may be amended, supplemented, changed, modified, or altered upon mutual agreement of the parties hereto made in writing. This Operating Agreement cannot be modified or amended by conduct or course of dealings.

33. ENTIRE AGREEMENT

The parties hereto agree that this Operating Agreement represents the entire agreement between the parties; all negotiations, oral agreements, and understandings are merged herein.

34. CONTINUATION OF TERMS

If Department permits Operator to continue operating the Golf Course Property after expiration of this Operating Agreement without having executed a new written agreement with Department, Operator shall operate the Golf Course Property subject to all terms, covenants, and conditions contained in this Operating Agreement. Such continuation of operations by Operator shall not constitute a renewal or extension of this Operating Agreement.

35. NOTICES

The parties hereto agree that all submissions, approvals, and notices which may be required under this Operating Agreement shall be forwarded by certified mail, return receipt requested, and addressed as follows:

Department:

State of New Jersey

Department of Environmental Protection

Office of Leases MAIL CODE 501-04C P.O. Box 420

Trenton, NJ 08625-0420

Operator:

Linx Golf Management, Inc. 621 Shrewsbury Avenue, Suite 125

Shrewsbury, New Jersey 07702

and

H&L Golf Course Management Co. 251 Lions Head Blvd. So. Brick, New Jersey 08723

36. FLOOD HAZARD ZONE

Department and Operator acknowledge that the Golf Course Property is located within a flood hazard zone. Department shall not be responsible to Operator, its agents, employees, or express or implied invitees for loss, damage, or destruction of improvements or personal property on the Golf Course Property as the result of flooding.

37. SUPERSEDES

This Operating Agreement supersedes and cancels all previous agreements covering the Golf Course Property.

38. INDEPENDENT PRINCIPAL

Operator shall, at all times, act as an independent principal and not as an agent or employee of Department. Operator agrees not to enter into any agreement or commitment on Department's behalf.

39. WAIVER

Failure of either party to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of breach of any provision of this Operating Agreement shall be deemed waiver of breach of any other provision or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Operating Agreement or by operation of law, either at law or in equity, by reason of a breach by the other party shall be distinct, separate, and cumulative and shall not be deemed inconsistent with any other right or remedy, and any two or more or all of such rights and remedies may be exercised at the same time. Acceptance by either party of any of the benefits of this Operating Agreement, with knowledge of any breach thereof by the other party, shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

40. SUCCESSION AND BINDING AGREEMENT

Except as otherwise set forth herein, all of the terms and provisions of this Operating Agreement shall be binding upon and shall insure to the benefit of the successors and assignees of Department and Operator's heirs, executors, administrators, and assigns.

41. SEVERABILITY

If any term or provision of this Operating Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Operating Agreement, or the application of such term and provision of this Operating Agreement, shall be valid and enforced to the fullest extent permitted by law.

42. HEADINGS

The article, paragraph, and subparagraph headings throughout this Operating Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of

43. NO DISCRIMINATION - AMERICANS WITH DISABILITIES ACT

- A. Operator shall not discriminate against any person, employee, or applicant for employment because of age, national origin, race, creed, color, disability, sex, or sexual preference. This provision shall include, but not be limited to, the following: employment; upgrading; demotion; transfer; recruitment; recruitment advertising; rates of pay or other forms of compensation; layoff or termination; and selection for training, including apprenticeship.
- B. Operator shall not discriminate on the basis of age, national origin, residence, race, creed, color, disability, sex, or sexual preference in allowing the public access to and use of the Golf Course Property.
- C. Operator shall comply with the Architectural Barriers Act of 1968, 42 <u>U.S.C.A.</u> 4151 et seq., Title VI Civil Rights Act, Section 504, Americans With Disabilities Act, 42 <u>U.S.C.A.</u> 12101 et seq., and the New Jersey Barrier Free Subcode, <u>N.J.A.C.</u> 5:23-7 et seq., all as are now in effect and subsequently amended.

44. GOVERNING LAW

Department and Operator hereby agree that jurisdiction of any action hereunder shall lie in a court of competent jurisdiction in the County of Mercer, State of New Jersey. This Operating Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

45. NO THIRD PARTY BENEFICIARIES

There shall be no third party beneficiaries of this Operating Agreement, and no person, firm, or entity not a party to this Operating Agreement shall be entitled to claim any right, benefit, or presumption from or estoppel by this Operating Agreement.

46. NEGOTIATED DOCUMENT

Each and every provision of this Operating Agreement has been independently, separately, and freely negotiated by the parties as if this Operating Agreement were drafted by all parties hereto. The parties therefore waive any statutory or common law presumption which would serve to have this document construed in favor of or against any party as the drafter hereof.

47. PAY TO PLAY

- A. This Operating Agreement is subject to the provisions of P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13 et seq.), and compliance with said statute shall be a material term and condition of this Operating Agreement.
- B. Operator is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3) if Operator received contracts in excess of Fifty Thousand (\$50,000.00) Dollars from a public entity in a calendar year. It is Operator's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

48. PREVAILING WAGE ACT

Without limiting the scope of any other provision of this Operating Agreement, Operator agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150. Operator also agrees to comply with 42 USC, Section 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and Section 9604 (g)(1), Operator must comply with the Federal requirements.

Operator's signature on this Operating Agreement is a guarantee that Operator or any contractors Operator may employ to perform work required under this Operating Agreement have **not** been suspended or debarred by the Commissioner, Department of Labor for violation of the Prevailing Wage Act, P.L. 1963, Chapter 150.

49. CORPORATE RESOLUTION

Operator shall adopt a resolution authorizing the execution of this Operating Agreement by Operator for the purposes and subject to the terms and conditions herein provided. When Operator returns this Operating Agreement, signed by Operator, to Department for signature, a certified copy of said resolution shall be attached hereto as Exhibit I and incorporated by reference.

50. ATTACHMENTS

The following are attached to and made part of this Operating Agreement:

Exhibit A - Request for Proposal

Exhibit B – Bid Proposal

Exhibit C – Tax Map of Wall Township, Monmouth County, New Jersey

Exhibit D – Concession Agreement between Department and Four Atlantic Services, LLC, effective on October 27, 2009.

Exhibit E – Operator's first fee schedule

Exhibit F – Migratory Bird Depredation Permit, Goose Management Program, and Special State Canada Goose Permit – Annual Report

Exhibit G - Equipment list

Exhibit H - Certificate of Insurance

Exhibit I - Corporate Resolution

IN WITNESS WHEREOF, the said parties have duly executed these presents the days and year first obtain written.

STATE OF NEW JERSEY		
Department of Environmental Protection		
By:		
Amy Cradic, Assistant Commi	ssioner	
Natural and Historic Resources	3	
Date: 4/1/11	**	

By: Marc De Date: 4/1/1/

	OPERATOR COURSE MAINTENANCE
	By: Tem Leonard
	Date: 3-25-1(
ATTEST: By:	$\stackrel{\frown}{=}$
Date: 3/25/11	LINX GOLF MANAGEMENT, INC.
	By: STEPHEN RICE
	Date: 3. 25.11
ATTEST: By:	
Date: 3/25/11	

This Operating Agreement has been reviewed and approved as to form by:

Attorney General State of New Jersey

By: Guoline P. Keefe Deputy Attorney General

Date: $\frac{3/29/301}{}$

FIRST AMENDMENT OPERATING AGREEMENT BETWEEN LINX GOLF MANAGEMENT, INC. AND H&L GOLF COURSE MAINTENANCE CO. (A JOINT VENTURE) AND THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION

THIS FIRST OPERATING AGREEMENT AMENDMENT, dated April 4/11/11, 2011, by and between the State of New Jersey, Department of Environmental Protection ("Department") and Linx Golf Management, Inc. and H&L Golf Maintenance Co. (a joint venture) ("Operator").

WHEREAS, Department and Operator entered into an Operating Agreement dated April 1, 2011 ("Operating Agreement") for the management and operation of Spring Meadow Golf Course (hereinafter referred to as "Golf Course Property");

WHEREAS, Paragraph 10D(iv) of the Operating Agreement requires Operator to be responsible for all telephone and communications services on Golf Course Property;

WHEREAS, the telephone system at the Golf Course Property is part of the State government telephone network and will be terminated once Operator has a new telephone system installed;

WHEREAS, the Department has agreed to allow Operator to use the Department's telephone system while the Operator arranges for a new telephone system to be installed;

WHEREAS, Operator has agreed to reimburse the Department for Operator's phone usage for up to three months while it arranges for a new telephone system to be installed.

NOW THEREFORE, in consideration of the mutual promises, agreements, covenants and undertakings herein contained, and other good and valuable consideration, Department and Operator hereby amend the Operating Agreement as follows:

1. The following language shall be added to Paragraph 10D(iv) of the Operating Agreement as follows, with additions indicated by boldface and underlining thus:

Telephone and other communication services: Operator shall be responsible for all telephone and communications services on Golf Course Property. The Department will keep the current telephone system in operation until such time as Operator has transferred the system to its own name, through Verizon, for a period of time not to exceed three (3) months. The Operator agrees to reimburse the Department for Operator's telephone use during the time Operator uses the Department's telephone system. Department shall forward telephone bills to Operator and Operator shall remit payment by check made payable to "Treasurer-State of New Jersey" and within 30 days of receipt of bill, and send to:

Administrator, Office of Leases MAIL CODE 501-04C P.O. Box 420 Trenton, NJ 08625-0420.

Operator shall immediately report any problems with the telephone system to the Department, which shall relay the message to Verizon through the State Operator. The Department shall be responsible for repairs to the "interface box", a device that is part of the digital telephone system, but not Verizon equipment. Operator agrees to reimburse the Department for the cost of materials associated with the repairs. For emergency repairs to the interface box, the Operator agrees to reimburse the Department for the cost of labor and materials.

Except to the extent expressly modified herein, the terms of the Operating 2. Agreement shall remain in full force and effect.

Witness:

State of New Jersey

Department of Environmental Protection

Amy Cradic, Assistant Commissioner

Natural and Historic Resources

Vitness:

PER

inx Gelf Management Company, LLC

resident

OPERATOR:

H&L Golf Maintenance Co.

Witness:

Linx Colf Management Company, LLC

resident

OPERATOR: H&L Golf Maintenance Co.

President

SECOND AMENDMENT

OPERATING AGREEMENT BETWEEN ATLANTIC GOLF MANAGEMENT CORPORATION (FORMERLY KNOWN AS LINX GOLF MANAGEMENT, INC. AND H&L GOLF COURSE MAINTENANCE CO., A JOINT VENTURE) AND THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION

THIS SECOND OPERATING AGREEMENT AMENDMENT, dated July 11, 2011, by and between the State of New Jersey, Department of Environmental Protection ("Department") and Atlantic Golf Management Corporation (formerly known as Linx Golf Management, Inc. and H&L Golf Maintenance Co., a Joint Venture") ("Operator").

WHEREAS, Department and Operator entered into an Operating Agreement dated April 1, 2011 ("Operating Agreement") for the management and operation of Spring Meadow Golf Course (hereinafter referred to as "Golf Course Property");

WHEREAS, on April 11, 2011, Department and Operator entered into a FIRST AMENDMENT OF THE OPERATING AGREEMENT ("First Amendment") whereby Department allowed Operator to keep the current telephone system in operation until such time as Operator transferred the system to its own name, through Verizon, for a period not to exceed three months;

WHEREAS, the parties wish to extend the deadline in amended Paragraph 10D(iv) from three (3) months to October 31, 2011;

WHEREAS, Linx Golf Management, Inc. and H&L Golf Maintenance Co., a Joint Venture has incorporated its business as one entity, Atlantic Golf Management Corporation;

WHEREAS, the sole owners and officers of the Joint Venture have remained the sole owners and officers of Atlantic Golf Management Company;

WHEREAS, the parties wish to change the name of Operator to Atlantic Golf Management Corporation;

NOW THEREFORE, in consideration of the mutual promises, agreements, covenants and undertakings herein contained, and other good and valuable consideration, Department and Operator hereby amend the Operating Agreement as follows:

- 1. Operator's name is hereby changed to Atlantic Golf Management Corporation. The Certificate of Incorporation and Certificate of Good Standing for Atlantic Golf Management Corporation is attached hereto as Exhibit A.
- Paragraph 10D(iv) of the Operating Agreement and First Amendment shall be amended as follows, with additions indicated by boldface and underlining <u>thus</u>, deletions indicated by strike-through thus:

Telephone and other communication services: Operator shall be responsible for all telephone and communications services on Golf Course Property. The Department will keep the current telephone system in operation until such time as Operator has transferred the system to its own name, through Verizon, until October 31, 2011, for a period of time not to exceed three (3) months. The Operator agrees to reimburse the Department for Operator's telephone use during the time Operator uses the Department's telephone system. Department shall forward telephone bills to Operator and Operator shall remit payment by check made payable to "Treasurer-State of New Jersey" and within 30 days of receipt of bill, and send to:

Administrator, Office of Leases MAIL CODE 501-04C P.O. Box 420 Trenton, NJ 08625-0420

Operator shall immediately report any problems with the telephone system to the Department, which shall relay the message to Verizon through the State Operator. The Department shall be responsible for repairs to the "interface box", a device that is part of the digital telephone system, but not Verizon equipment. Operator agrees to reimburse the Department for the cost of materials associated with the repairs. For emergency repairs to the interface box, the Operator agrees to reimburse the Department for the cost of labor and materials.

2. Except to the extent expressly modified herein, the terms of the Operating Agreement shall remain in full force and effect.

Witness:

State of New Jersey

Department of Environmental Protection

Amy Cradic, Assistant Commissioner Natural and Historic Resources

OPERATOR:
Atlantic Golf Management Corporation

Steven Rice CEO

Leonard

THIRD AMENDMENT

OPERATING AGREEMENT BETWEEN ATLANTIC GOLF MANAGEMENT CORPORATION (FORMERLY KNOWN AS LINX GOLF MANAGEMENT, INC. AND H&L GOLF COURSE MAINTENANCE CO., A JOINT VENTURE) AND THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION

THIS THIRD OPERATING AGREEMENT AMENDMENT, dated 3.23.12, 2012, by and between the State of New Jersey, Department of Environmental Protection ("Department") and Atlantic Golf Management Corporation (formerly known as Linx Golf Management, Inc. and H&L Golf Maintenance Co., a Joint Venture") ("Operator").

WHEREAS, Department and Operator entered into an Operating Agreement dated April 1, 2011 ("Operating Agreement") for the management and operation of Spring Meadow Golf Course (hereinafter referred to as "Golf Course Property");

WHEREAS, on April 11, 2011 and July 11, 2011, Department and Operator amended the Operating Agreement to address the telephone system on the Golf Course Property and change the name of Operator (First and Second Amendments of Operating Agreement);

WHEREAS, Operator has requested to change the fee payment schedule set forth in Paragraph 3A of the Operating Agreement, to which Department is amenable; and

WHEREAS, Operator and Department wish to amend Paragraph 3A of the Operating Agreement to facilitate payment and reporting on the Variable Payments for the first and last term year of the Operating Agreement.

NOW THEREFORE, in consideration of the mutual promises, agreements, covenants and undertakings herein contained, and other good and valuable consideration, Department and Operator hereby amend the Operating Agreement as follows:

- 1. Paragraph 3A of the Operating Agreement shall be amended as follows, with additions indicated by boldface and underlining <u>thus</u>, deletions indicated by strike-through thus:
- A. Operator shall pay to Department an annual Operating Agreement Payment in the amount of One Hundred Thirty Thousand Dollars (\$130,000.00) ("Base Payment") plus an additional payment of fifteen (15) percent of gross revenue in excess of One Million Dollars (\$1,000,000) ("Variable Payment"). For the First Term Year, the Base Payment is payable in monthly installments in the amount of \$10,833.33. If the Effective Date occurs on any date other than the first of the month, theis payment for a portion of the first month and last month of the First Term Year shall be pro-rated. Beginning with the Second Term Year, the Base Payment is payable in nine equal monthly installments, beginning with April 1, 2012. Each installment shall be due on the first day of each month for which payment is due, and shall be paid without penalty on or before the tenth day of each month for which said installment is due. If the Effective Date occurs on any date other

than the first of the month, this payment for a portion of a month shall be pro-rated. The Variable Payments shall be due on March 31 of each calendar year; the first and last Variable Payments will be for a portion of the First Term Year and Last Term Year. for the First Term Year shall be due March 31 of the Second Term Year and on March 31 of every year for the prior Term Year thereafter for the remainder of the Term.

2. Except to the extent expressly modified herein, the terms of the Operating Agreement shall remain in full force and effect.

Witness:

State of New Jersey Department of Environmental Protection

Amy Cradic, Assistant Commissioner Natural and Historic Resources

Rich BOUR OH ZIAN

Witness:

OPERATOR:

Atlantic Conf Management Corporation

/

Harry Leonard President

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FOURTH AMENDMENT TO OPERATING AGREEMENT

THIS FOURTH OPERATING AGREEMENT AMENDMENT, dated December 16, 2021 ("Effective Date"), by and between the NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, STATE PARKS, FORESTS AND HISTORIC SITES ("Department") and Atlantic Golf Management Corporation (formerly known as Linx Golf Management, Inc. and H&L Golf Maintenance Co., a Joint Venture") ("Operator").

WHEREAS, Department and Operator entered into an Operating Agreement dated April 1, 2011 ("Operating Agreement") for the management and operation of Spring Meadow Golf Course (hereinafter referred to as "Golf Course Property");

WHEREAS, on April 11, 2011 and July 11, 2011, Department and Operator amended the Operating Agreement to address the telephone system on the Golf Course Property and change the name of Operator (First and Second Amendments of Operating Agreement);

WHEREAS, on March 23, 2012 Department and Operator amended the Operating Agreement to change the fee payment schedule set forth in Paragraph 3A of the Operating Agreement, to which Department was amenable;

WHEREAS, Department's plans to issue a Request for Proposal ("RFP") for Operation of the Golf Course Property and Spring Meadow Inn had been impacted by the Covid-19 pandemic and Department granted Operator an eight (8) month Term Extension for the period of April 15, 2021 through December 15, 2021 for operation of the Golf Course Property;

WHEREAS, Department has determined to temporarily postpone issuing an RFP for Operation of the Golf Course Property and Spring Meadow Inn; and

WHEREAS, since plans to issue a new RFP have been postponed again, the Department has agreed to amend the Operating Agreement to allow Operator to remain on the Golf Course Property under a second extension term which began December 16, 2021 and shall expire on December 15, 2023 ("Second (2nd) Extension Term").

NOW THEREFORE, in consideration of the mutual promises, agreements, covenants and undertakings herein contained, and other good and valuable consideration, Department and Operator hereby amend the Operating Agreement as follows:

- 1. Operator agrees to accept the Second (2nd) Extension Term of December 16, 2021 through December 15, 2023 subject to all the terms, covenants and conditions of the Operation Agreement LE11-014 executed on April 1, 2011 as amended.
- 2. For the First (1st) Term Year of the Second (2nd) Term Extension, the Operator shall pay to Department an annual Operating Agreement Payment of One Hundred Seventy-Four Thousand Seven Hundred Nine Dollars and Seventeen

Cents (\$174,709.17) ("Base Payment") plus an additional payment of fifteen percent (15%) of gross revenue in excess of One Million Dollars (\$1,000,000.00) ("Variable Payment"). A Term Year shall be defined as the period of December 16th through December 15th. The Base Payment shall increase annually by three (3%) percent beginning on the anniversary of the Effective Date of this Amendment. The Base Payments for the First (1st) Term Year shall be paid in accordance with the terms set forth in Paragraph 5 herein. The Base Payments for the Second (2nd) Term Year shall be payable in nine (9) monthly installments and due on the first (1st) of each month in accordance with the payment schedule attached hereto as Exhibit i.

- 3. The Operator has requested an abatement in the amount of \$288,177.00 for the sink hole repairs completed near hole #10 in 2022. The Operator has submitted receipts for proof of payments in the amount of \$242,515.00 for the sink hole repairs to date. The Department will approve an abatement in the amount of \$242,515.00 for the sink hole repairs and will approve an abatement in the amount of \$45,662.00 pending submission of proof of payment for the remaining balance due for the repairs pursuant to the final invoice submitted by Operator on or before April 1, 2023. Absent submission of proof of payment on or before April 1, 2023, the Department will no longer consider the abatement request for the remaining \$45,662.00 balance.
- 4. On or before February 28 of the Second (2nd) Term Year, and on or before February 28 after this Operating Agreement has terminated, Operator shall provide Department with a financial report prepared by a Certified Public Accountant licensed to practice accounting in the State of New Jersey setting forth Operator's gross revenue for the previous Term Year ending December 15th and the results of the Audit or Special Report required by Paragraph 4 of the Operating Agreement ("Report"). Based on this Report, Operator's Variable Payment owed to Department for the previous Term Year shall be determined. The Variable Payments shall be due on or before March 31st following each Term Year in accordance with the payment schedule attached hereto as Exhibit i.
- 5. The Department can confirm receipt of the 2020 and 2021 Audits and requires that the 2021 Audit be revised to identify the total gross revenue amounts for the period of January 1, 2021 through April 14, 2021 and April 15, 2021 through December 15, 2021 pursuant to the terms in the LE11-014 Operating Agreement and Term Extension. This Amendment shall be contingent upon submission of the revised 2021 Annual Audit, 2021 Variable Payment penalty fees in the amount of \$6,003.12 and the remaining Base Rent due in the amount of \$132,303.93 for the First (1st) Term Year of this Second (2nd) Term Extension, as identified in Exhibit ii, attached hereto. Department shall not execute this Amendment until the aforementioned revised Audit, Variable Payment penalty fees and Base Payments are received and paid in full. The balance due for the 2021 Variable Payment plus penalties may be adjusted accordingly pending submission of the revised 2021 Audit. **Operator shall be required to submit the**

total \$138,307.05 amount due for the aforementioned Variable Payment penalty fees and Base Payments on or before April 1, 2023 or this Second (2nd) Extension Term offer will be withdrawn and Operator will be required to remove all personal property lawfully belonging to and removable by Operator and leave the Golf Course Property in a broom clean condition.

- 6. Upon expiration or termination of the Agreement and this Second (2nd) Term Extension, Operator shall remit payment to Department of the total amount of unredeemed gift certificates it sold for the Golf Course Property, and the deposits it received for golf outings and events that will occur after expiration or termination of the Operating Agreement and this Second (2nd) Term Extension. If the Operator offers golf memberships ("Memberships") that extend beyond the expiration or termination of the Operating Agreement and this Second (2nd) Term Extension, the Operator shall compensate Department for the pro-rata value of the membership fees upon expiration or termination of this Agreement.
- 7. Operator shall remove all personal property lawfully belonging to and removable by Operator and leave the Golf Course Property in a broom clean condition on or before December 15, 2023.
- 8. Continuation of day-to-day operations of the Golf Course Property after expiration of the Second (2nd) Term Extension for the Operating Agreement shall not constitute a renewal of the Agreements.
- 9. Except to the extent expressly modified herein, the terms of the Operating Agreement as amended shall remain in full force and effect.

10. Attachments:

Exhibit i – Payment Schedule

Exhibit ii - Outstanding Balance and Penalty Fees Assessed

IN WITNESS WHEREOF, the parties hereto are authorized and have executed this Amended Agreement on the day hereinbefore indicated.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Dated: <u>31 October 2023</u>	By:
	John Cecil, Assistant Commissioner State Parks, Forests, and Historic Sites

OPERATOR: ATLANTIC GOLF MANAGEMENT CORPORATION

Dated: 2/14/23	By:

This Lease Agreement has been reviewed and approved as to form by: Matthew J. Platkin Acting Attorney General State of New Jersey

By: Alexandra Horn
Alexandra L. Horn
Deputy Attorney General

Date: October 13, 2023

Exhibit i – Second Extension Term Payment Schedule

Said compensation shall be paid according to the following payment schedule:

Year 1 (December 16, 2021 - December 15, 2022):

Base Payments (\$174,709.17) Less (\$42,405.24) Balance Paid for Year 1 as of 8.24.22 Base Payments Still Due (\$132,303.93):

April 1, 2023:

\$132,303.93

Variable Payment:

March 31, 2023:

15% of gross revenue in excess of One Million

Dollars (\$1,000,000)

Year 2 (December 16, 2022 – December 15, 2023):

Base Payments (\$179,950.50):

April 1, 2023:

\$19,994.50

May 1, 2023:

\$19,994.50

June 1, 2023:

\$19,994.50

July 1, 2023:

\$19,994.50

August 1, 2023:

\$19,994.50

September 1, 2023:

\$19,994.50

October 1, 2023:

\$19,994.50

November 1, 2023:

\$19,994.50

December 1, 2023:

\$19,994.50

Variable Payment:

March 31, 2024:

15% of gross revenue in excess of One Million

Dollars (\$1,000,000)

LE11-014

November 1, 2023: \$19,994.50

December 1, 2023: \$19,994.50

Variable Payment:

March 31, 2024: 15% of gross revenue in excess of One Million

Dollars (\$1,000,000)

Exhibit ii. Outstanding Balance & Penalty Fees assessed \$288,177.00

Requested Sink Hole Abatement 2022

Approved Abatement 288,177.00 *revised based on proof of final payment ck#3151 submitted on 3/18/23

	-	Amount Due	Ab	atement Credit	Rev	sed Balance Due
2020 Variable Payment (Due 3/31/21)	\$	58,247.10	\$	(58,247.10)	\$	-
2020 Penalty Fees (as of 8/10/22)	\$	15,667.63	\$	(15,667.63)	\$	-
2021 Variable Payment Due (3/31/22)	\$	126,170.85	\$	(126,170.85)	\$	-
2021 Penalty Fees as of (8/10/22)	\$	9,750.99	\$	(9,750.99)	\$	-
Total			\$	(209,836.57)	\$	-
2nd Extension Term						
Year 1 (12/16/21 - 12/15/22)						
Base Rent Total		\$174,709.17	\$	(78,340.43)		\$96,368.74
Balance Paid as of 8.31.22	Ś	(42,405.24)	Ÿ	(70)310113)	Ś	(42,405.24)
20101102 7 010 03 07 0101122	7	(12, 103.2.1)			_	(12,103.2.1)
Total			\$	(288,177.00)		\$53,963.50
10101			7	(200,177.00)		433,303.30
Total Balance Due by April 1, 2023					ć	53.963.50
Total Bulance Bue by April 1, 2023					7	33,303.30
Variable Rent: 15% of gross revenue in						
excess of One Million Dollars						
(\$1,000,000) due:						
3/31/2023	ć	124,876.50	ċ		\$	124,876.50
3/31/2023	7	124,870.30	Ÿ		7	124,870.30
Year 2 (12/16/22-12/15/23)						
Base Rent Due (\$179,950.50): 4/1/2023	ć	19,994.50	4		ć	19,994.50
5/1/2023				-	\$	
		19,994.50			\$	19,994.50
6/1/2023		19,994.50	\$	-	\$	19,994.50
7/1/2023		19,994.50		-	\$	19,994.50
8/1/2023		19,994.50		-	\$	19,994.50
9/1/2023		19,994.50		-	\$	19,994.50
10/1/2023		19,994.50	_	-	\$	19,994.50
11/1/2023		19,994.50	\$	-	\$	19,994.50
12/1/2023	\$	19,994.50	\$	-	\$	19,994.50
Variable Rent: 15% of gross revenue in						
excess of One Million Dollars						
(\$1,000,000) due:						
3/31/2024		TBD	\$	-		TBD

^{*}The Department will approve an abatement in the amount of \$45,662.00 pending submission of proof of payment for the remaining balance due for the sink hole repairs pursuant to the final invoice submitted by Operator on or before April 1, 2023, the Department will no longer consider the abatement request for the remaining \$45,662.00 balance. * Proof of payment submitted to the Department on 3/18/23

2020 Variable Payment & Penalty Fee

DUE DATE	1 1/2% PENALTY	TOTAL RENT DUE
3/31/2021		\$58,247.10
4/10/2021	\$873.71	\$59,120.81
5/10/2021	\$886.81	\$60,007.62
6/10/2021	\$900.11	\$60,907.73
7/10/2021	\$913.62	\$61,821.35
8/10/2021	\$927.32	\$62,748.67
9/10/2021	\$941.23	\$63,689.90
11/10/2021	\$955.35	\$64,645.25
12/10/2021	\$969.68	\$65,614.93
1/10/2022	\$984.22	\$66,599.15
2/10/2022	\$998.99	\$67,598.14
3/10/2022	\$1,013.97	\$68,612.11
4/10/2022	\$1,029.18	\$69,641.29
5/10/2022	\$1,044.62	\$70,685.91
6/10/2022	\$1,060.29	\$71,746.20
7/10/2022	\$1,076.19	\$72,822.39
8/10/2022	\$1,092.34	\$73,914.73

Penalty Fees Assessed \$15,667.63

2021 Variable Payment & Penalty Fee

2021 Variable Payment & Penalty Fee					
DUE DATE	1 1/2% PENALTY	TOTAL RENT DUE			
3/31/2022		\$126,170.85			
4/10/2022	\$1,892.56	\$128,063.41			
5/10/2022	\$1,920.95	\$129,984.36			
6/10/2022	\$1,949.77	\$131,934.13			
7/10/2022	\$1,979.01	\$133,913.14			
8/10/2022	\$2,008.70	\$135,921.84			

*revised based on 2/16/23 rev audit

Penalty Fees Assessed \$9,750.99

FIFTH AMENDMENT TO OPERATING AGREEMENT

THIS FIFTH OPERATING AGREEMENT AMENDMENT, dated December 16, 2023 ("Effective Date"), by and between the NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, STATE PARKS, FORESTS AND HISTORIC SITES ("Department") and Atlantic Golf Management Corporation (formerly known as Linx Golf Management, Inc. and H&L Golf Maintenance Co., a Joint Venture") ("Operator").

WHEREAS, Department and Operator entered into an Operating Agreement dated April 1, 2011 ("Operating Agreement") for the management and operation of Spring Meadow Golf Course (hereinafter referred to as "Golf Course Property");

WHEREAS, on April 11, 2011 and July 11, 2011, Department and Operator amended the Operating Agreement to address the telephone system on the Golf Course Property and change the name of Operator (First and Second Amendments of Operating Agreement);

WHEREAS, on March 23, 2012 Department and Operator amended the Operating Agreement to change the fee payment schedule set forth in Paragraph 3A of the Operating Agreement, to which Department was amenable (Third Amendment of Operating Agreement);

WHEREAS, after Department's plans to issue a Request for Proposal ("RFP") for Operation of the Golf Course Property and Spring Meadow Inn were impacted by the Covid-19 pandemic, Department granted Operator an eight (8) month Term Extension for the period of April 15, 2021 through December 15, 2021 for operation of the Golf Course Property;

WHEREAS, on December 16, 2021, after plans to issue a new RFP were further postponed, the Department amended the Operating Agreement to allow Operator to remain on the Golf Course Property under a second extension term which began December 16, 2021 and shall expire on December 15, 2023; and

WHEREAS, since the Department is still preparing to issue the RFP and anticipates that the process will extend beyond the December 15, 2023 expiration date for the Operating Agreement, the Department has agreed to amend the Operating Agreement to allow Operator to temporarily remain on the Golf Course Property until March 15, 2024, and thereafter on a month to month basis until a new operator is selected under the RFP (Third (3rd) Extension Term).

NOW THEREFORE, in consideration of the mutual promises, agreements, covenants and undertakings herein contained, and other good and valuable consideration, Department and Operator hereby amend the Operating Agreement as follows:

1. Operator agrees to accept the Third (3rd) Extension Term of December 16, 2023 through March 15, 2024, and extended on a month to month basis thereafter, which

would begin on the 16th of a month and expire on the 15th of the subsequent month ("Month") unless sooner terminated, subject to all the terms, covenants and conditions of the Operation Agreement LE11-014 executed on April 1, 2011 as amended.

- 2. Department and Operator shall have the right to terminate the Third (3rd) Extension Term upon thirty (30) days written notice served upon the other party by regular and certified mail.
- 3. The Operator shall pay to Department a Monthly Operating Agreement Payment of Fourteen Thousand Nine Hundred Ninety-Five Dollars and Eighty-Eight Cents (\$14,995.88) ("Monthly Base Payment"), plus an additional payment of fifteen percent (15%) of gross revenue in excess of One Million Dollars (\$1,000,000.00) ("Variable Payment") for each Term Year, if extended. A Term Year shall be defined as the period of December 16th through December 15th, unless sooner terminated. The Monthly Base Payment for the First (1st) Month shall be paid with return of the signed Third Extension Term. The Monthly Base Payment for any extension thereafter shall be due on the first (1st) of each Month for each subsequent extension Month. For example, the payment for the period of January 16, 2024 February 15, 2024, shall be due on January 1, 2024.
- 4. This Amendment shall not be effective until, and is contingent upon, Operator's submission of the outstanding November (\$19,994.50) and December (\$19,994.50) Base Rent plus penalty fees (\$904.25) in the amount of \$40,893.25 and the first Monthly Base Rent Due for the period of December 16, 2023 through January 15, 2024 in the amount of \$14,995.88. Department shall not execute this Amendment until the aforementioned penalty fees and Base Payments are received and paid in full. Operator shall be required to submit the total \$55,889.13 amount due for the aforementioned penalty fees and Base Payments with return of this signed Third (3rd) Extension Term on or before December 31, 2023 or this Third (3rd) Extension Term offer will be withdrawn and Operator will be required to remove all personal property lawfully belonging to and removable by Operator and leave the Golf Course Property in a broom clean condition.
- 5. Upon the Effective Date of this Amendment, Operator shall not schedule any further golf outings, tournaments or events or obligate the use of the Leased Premises beyond March 15, 2024, or through the 15th of any month during which Operator is occupying the Leased Premises under a month to month extension. For the purposes of this paragraph, "golf outings, tournaments or events" means any reservation of time or space within the Leased Premises during which eight or more golfers will be using the course as a group for social or business purposes or as part of a competition.
- 6. Upon expiration or termination of the Agreement and this Third (3rd) Term Extension, Operator shall remit payment to Department of the total amount of unredeemed gift certificates it sold for the Golf Course Property, and the deposits

it received for golf outings and events that will occur after expiration or termination of the Operating Agreement and this Third (3rd) Term Extension. If the Operator offers golf memberships ("Memberships") that extend beyond the expiration or termination of the Operating Agreement and this Third (3rd) Term Extension, the Operator shall compensate Department for the pro-rata value of the membership fees upon expiration or termination of this Agreement.

- 7. In the event that Operator is not the successful bidder of the RFP, or upon the expiration or termination of this Third (3rd) Term Extension, Operator shall remove all personal property lawfully belonging to and removable by Operator and leave the Golf Course Property in a broom clean condition upon thirty (30) days written notice.
- 8. Continuation of day-to-day operations of the Golf Course Property after expiration of the Third (3rd) Term Extension for the Operating Agreement shall not constitute a renewal of the Agreements.
- 9. Except to the extent expressly modified herein, the terms of the Operating Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto are authorized and have executed this Amended Agreement on the day hereinbefore indicated.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Dated:11 January 2024 By:	llaf	
John/C State F	Cecil, Assistant Commissioner Parks, Forests, and Historic Sites	
	ANTIC GOLF MANAGEMENT CORATION	
Dated: //11/24 By: _/	200	
This Lease Agreement has been reviewed and approved as to form by: Matthew J. Platkin Attorney General		
State of New Jersey By: Jason Kane Date: 2024.01.11 11:30:17 -05'00'		
Deputy Attorney General		
Date:		

Exhibits to LE11-014 Operating Agreement

Exhibit A



STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF PARKS AND FORESTRY

Request for Proposal

Management/Operation of Spring Meadow Golf Course

Wall Township, Monmouth County

Release Date: January 14, 2011

Due Date: February 22. 2011

1.0 GENERAL INFORMATION FOR BIDDERS

1.1 Purpose and Intent

This Request for Proposal (RFP) is issued by the New Jersey Department of Environmental Protection ("Department"), Division of Parks and Forestry ("Division"), on behalf of the State of New Jersey (the "State"). The purpose of this RFP is to solicit proposals from qualified bidders to operate, maintain, and manage Spring Meadow Golf Course ("Golf Course Property"), located in Wall Township, Monmouth County, New Jersey. The Department is seeking an Operator that has experience and knowledge in operating golf courses, is financially stable, and shows strength in customer service commitment and employee performance. The winning bidder will enter into a five-year Operating Agreement with the Department and will have the potential to renew the Operating Agreement for an additional five-year term. As consideration for entering the Operating Agreement, the successful bidder will pay the State a fixed annual fee, adjusted annually by the Consumer Price Index, plus a percentage of its annual gross revenue earned from course operations.

It is the goal of the State to continue the safe and efficient operation of the Golf Course Property. Thus, the Department intends to enter into an agreement with a capable Operator that will operate, maintain and manage the Golf Course Property in accordance with Federal, State, and local laws and the terms set forth in the Operating Agreement. The successful bidder will be responsible for the day-to-day operation of the Golf Course Property and will be responsible for its full time operation, as well as its physical and commercial development in accordance with the Department's goals.

All bidders shall submit as part of their bid proposals an Operational Management Plan, setting out how they propose to operate, maintain, and manage the Golf Course Property. Based on this Operational Management Plan, bidders also must propose a fixed annual fee payable to the State, plus a fixed percentage of their annual gross revenue.

The intent of this RFP is to award a contract in the form of a five-year Operating Agreement to a responsive bidder whose bid conforms to the requirements of this RFP and is most advantageous to the State, based on the Department's evaluation criteria in Section 6.3.

1.2 Background

The Golf Course Property is an 18-hole public golf course with a driving range. The entire golf course property consists of approximately 190 acres with the actual golf course encompassing about 70 acres as shown on an aerial map, a copy of which is attached hereto and incorporated by reference as Exhibit A. The golf course property is designated as Block 958, Lot 6 and Block 959, Lot 3 on the Tax Map of Wall Township, Monmouth County, New Jersey, a copy of which is attached hereto and incorporated by reference as Exhibit B.

The Golf Course Property was originally built in two phases during the 1920's and 1940's and was owned by the Bennett Family until the State purchased it in the 1970's through the Department's Green Acres Program. Since the acquisition, the Division of Parks & Forestry

has managed the golf course and over the years has remodeled several areas of the golf course and expanded facilities. The Golf Course Property plays at 5,769 yards from the middle tees with a course rating of 67.7 and has averaged around 32,000 rounds a year over the past four years.

1.2.1 Excluded: Spring Meadow Inn and Refreshment Stand

The operation of a restaurant ("Spring Meadow Inn") on the Golf Course Property and the refreshment stand located at #8 Tee (see Exhibit A) are not part of this RFP or the Operating Agreement. The Division of Parks and Forestry has granted Four Atlantic Services, LLC ("Concessionaire") management responsibility of Spring Meadow Inn and the refreshment stand through a separate Concession Agreement, a copy of which is attached hereto and incorporated by reference as Exhibit C. Through this agreement, Concessionaire has been granted the exclusive right to sell and dispense food and non-alcoholic beverages from the refreshment stand, mobile food/beverage carts and any temporary structures on the Golf Course Property that may be approved by the Department.

(The Concessionaire of Spring Meadow Inn has also been granted exclusive rights to sell and dispense food, alcoholic and non-alcoholic beverages and liquor at Spring Meadow Inn, with sales of alcoholic beverages and liquor limited to the bar area within Spring Meadow Inn.)

The Operator will not be permitted to sell or dispense food or beverages (alcoholic and non-alcoholic) on the Golf Course Property. Golfers will be permitted to bring food and non-alcoholic beverages onto the Golf Course Property only during hours of operation when the refreshment stand is closed in the spring and fall seasons. Golfers are prohibited from bringing alcohol onto Golf Course Property. Outside catering vendors are prohibited from operating on Golf Course Property.

1.2.2 Easements on Golf Course Property

New Jersey American Water has an easement through the Golf Course Property for a water main.

Jersey Central Power and Light has an easement through the Golf Course Property to service and maintain electrical service to the pump house and meter panel at #5 Green.

Verizon has an easement through the Golf Course Property for phone service to the pump house (phone service to pump house is currently disconnected).

1.3 Structures and Facilities

1.3.1 The clubhouse/pro-shop is a two-story building. The first floor encompasses the pro-shop, two public bathrooms (with showers and minimal locker facilities), wrap-around porch and storage areas. The second floor office area includes a reception/office area, two private offices, a break room and bathroom. The pro-shop and office have separate zones for heat (oil, forced air)

and air conditioning and a boiler (oil fired) for hot water. The exterior of the clubhouse/pro-shop was stained in 2008 and the facility is in excellent shape, overall.

The maintenance shop is a one-story facility with two bathrooms, a break room/office area, attached chemical storage area and a small storage closet on the exterior of the building. The facility has two zones for heat (oil, forced air) in addition to one additional area propane heater and electric hot water for the bathrooms. Except for some minor roof leaks, the facility offers good space for equipment storage and repair.

The driving range has a small structure that can be utilized for the rental/sale of golf balls, cleaning (cold water available) and storage for operations at the driving range. The building is in good shape. The Operator may add an automated golf ball rental/sale machine in this structure. The protective netting around the perimeter of the driving range area needs repair. Subject to the availability of funding, the Department shall be responsible for replacing netting at the driving range only. Because there is a public parking lot immediately adjacent to the Driving Range, only limited flight balls shall be permitted on the Driving Range and the use of drivers shall be prohibited.

The pump house is a block building used to house the pump station and repair and maintenance parts for the irrigation system. The building has electric heat. The Operator of the Golf Course Property shall be solely responsible for the cost of maintenance and repair for the electrical supply lines and poles, which extend from the meter panel at #5 Green to the transfer pump at the Manasquan River and from the Manasquan River to the refreshment stand on #8 Tee.

The parking lot needs to be patched and striped in two areas. The Operator of the Golf Course Property shall be solely responsible for the cost of repairing and striping these areas of the parking lot. Spring Meadow Inn will have the right to use the parking lot, driveway and 50 percent of the employee parking spaces located behind the Spring Meadow Inn and adjacent to the Maintenance Shop.

The Cart Storage Buildings consist of two pole barns that have the storage capacity for 65-70 golf carts and a loft area for storage. The building does not have the capacity for charging electric power carts.

1.3.2 Additional Issues with Existing Structures and Facilities

- i. The cart paths adjacent to #14 green and on hole #15 past the bridge over the Manasquan River are in need of repair. The Department will be responsible for repairs subject to the availability of funding.
- ii. Sand bunkers on the golf course have declined over the years and have had only cosmetic repairs. Sand bunker faces and edges are deteriorated and very few have any drainage. The Operator shall be solely responsible for repairing the sand bunkers.

iii. Repairs to protective netting at holes #8, #12, #17 shall be the sole responsibility of the Operator of the Golf Course Property. These protective nettings are separate from the driving range netting referred to in Subsection 1.3.1.

1.3.3 Irrigation System

The pump station, central control and satellites were installed in 2009 and consist of the following:

- a. Pump Station: Flotronex variable frequency drive pump station with two 50 horsepower vertical turbine pumps and one five horsepower pressure maintenance pump. Discharge capacity of 1,000 gpm at 120 psi working pressure.
- b. Central Controller: Toro Site Pro, including two hand-held radios, with NSN support contract paid through August 2011.
- c. Satellites: 10 Stations using Toro Network VP Satellites.

All underground pipe (average depth of pipe is 4 feet) was installed about twenty-five years ago and some of the isolation valves do not work. The Operator will be solely responsible for repairing the isolation valves.

There are about 12-18 irrigation heads that may have electrical issues. Subject to the availability of funds, the Department will attempt this winter to have the electrical connections serviced, but if the Department cannot have them serviced, or cannot finish the servicing by the effective date of the Operation Agreement, the Operator will be solely responsible for any necessary electrical repairs to the irrigation heads for the course of the Operating Agreement and any subsequent renewal.

The Department is in the process of purchasing and installing:

- a. Conversion assemblies and irrigation heads on the greens for Toro 8543 Irrigation heads for Toro 855S Series; and
- b. Replacement irrigation heads on fairways and tees for Toro 8543S Sprinklers.

1.3.4 Water Usage

The Golf Course Property has a Water Allocation Permit (#4035PS) issued by the Department, Bureau of Water Allocation. The permit allows for water diversion from the following sources:

- 1. Manasquan River 1200 gpm
- 2. Storage Pond 1200 gpm

The total diversion from the above sources shall not exceed the permit terms: 9.63 million gallons per month at a maximum rate of 1200 gpm and the total diversion from the above sources shall not exceed 33 million gallons per year. The Operator of the Golf Course Property will be responsible for following specific and general conditions required for the operation of the Water Allocation Permit. The permit has an expiration date of June 30, 2013. A copy of the permit is available by contacting the Office of Leases at 609-633-7575.

The Operator shall be responsible for renewing or obtaining a new water allocation permit once the current permit expires. The Operator of the Golf Course Property solely shall bear the expense of all water permitting costs and fees, including those associated with the Water Allocation Permit.

1.3.5 Septic System

The Golf Course Property has a T1-Sanitary Subsurface Disposal General Permit (#NJ0130281) that has a design flow of .002 mgd. The Operator of the Golf Course Property will be responsible for following specific and general conditions of the permit. The permit expires on May 31, 2013. The Operator shall submit a draft permit application to Department for approval by February 1, 2013. The Operator shall be responsible for working with the Department to complete the permit application. The Operator shall be responsible for all costs associated with permit application. A copy of the permit is available by contacting the Office of Leases at 609-633-7575.

1.4 Equipment

The Operator's ability to operate the Golf Course shall not be limited by the Department's current available inventory of golf course equipment. The Operator shall acquire any and all equipment necessary to operate the Golf Course. The Department owns the following golf course equipment, which will be available for use by the Operator:

- a. 2 Greens mowers
- b. 2 Fairway units
- c. 2 Approach units
- d. 1 Tee mower
- e. 1 Sand Bunker Rake
- f. 1 Spiker Unit
- g. 2 Power Sprayers
- h. 1 Toro Workman Utility Vehicle
- i. 1 Toro Sidewinder

- i. 1 Ransome AR250
- k. 1 Ryan GA60
- 1. 1 Lely
- m. 1 Topdresser
- n. 1 Ryan Greensaire
- o. I Land Pride Thatcher Seeder

The golf course equipment listed above shall remain the property of the State of New Jersey. The Operator and the Department shall meet within two weeks prior to effective date of Operating Agreement to inspect and record condition of Department's equipment. Operator and Department shall meet within two weeks prior to end date of Operating Agreement or subsequent renewal of Operating Agreement to inspect and record condition of Department's equipment. The Operator shall be solely responsible for the cost of repairing, maintaining and replacing any of the golf course equipment and shall return the equipment to the Department at the end of the Operating Agreement in the same condition as noted at the beginning of the Operating Agreement, reasonable wear and tear excepted. The Operator shall not lend or rent out the Department's golf course equipment and shall obtain the Department's approval before disposing of any equipment. New equipment purchased by the Operator shall remain the property of the Operator. The Department offers the Operator use of this equipment "as is" and without representation or warranty of any kind by Department including, without limitation, any representations or warranty of fitness for a particular purpose.

1.4.1 Golf Carts

The Department of Treasury, Division of Purchase and Property ("Treasury"), currently has a golf cart contract with KLBL Inc. d/b/a Vic Gerard Golf Cars for a fleet of sixty (60) club car gasoline golf carts at a cost of \$4,458.00 per month (Golf Cart Contract). Treasury shall terminate the Golf Cart Contract upon the award of an Operating Agreement, but there may be an overlap period of up to 30 days after the effective date of the Operating Agreement but before the effective date of the termination of the Golf Cart Contract. During this overlap period, the Operator shall reimburse Treasury for any payments made under the Golf Cart Contract. After the Golf Cart Contract is terminated, Operator may choose to contract with KLBL Inc., who may be willing to continue providing golf carts to the Operator. The Operator shall be solely responsible for providing golf carts as necessary for the successful management and operation of the golf course.

1.4.2 Pro Shop Inventory

The Operator shall have the option of purchasing the inventory remaining in the pro shop, valued at approximately \$13,000.

1.5 Taxes, Revenue, and Operating Expenses

The Operator shall be required to pay all operating expenses, including utilities and taxes, if applicable.

1.5.1 Utility costs for Fiscal Year 2010 (July 1, 2009 through June 30, 2010) were:

a.	JCP&L	\$33,884.00 (includes streets lights and refreshment stand*)
b.	Heating Oil	\$6,890.00 (Pro Shop and Maintenance Shop)
c.	Propane	\$1,038.00 (Maintenance Shop)
d.	Wall Township Water	\$4,091.00 (All Structures and Facilities including Spring Meadow Inn)

* The refreshment stand, which is operated by the Concessionaire of Spring Meadow Inn, does not have an individual electric meter. The current Concession Agreement requires the Concessionaire to pay for electrical service for the refreshment stand, but the electricity associated with the refreshment stand is tied to a meter for the river pump for the Golf Course Property. The Operator will have the option of being solely responsible for the electricity costs associated with the refreshment stand or having a separate meter installed, at its sole cost and expense, to measure the electricity usage of the refreshment stand. If the Operator installs a separate meter at the refreshment stand, the Concessionaire shall be responsible for the electricity service at the refreshment stand.

The current Concession Agreement does not require the Concessionaire to pay for electrical service for the six lights in the parking lot and driveway. The Operator shall therefore be responsible for the electrical service for the lights in the parking lot and driveway, which is currently \$102.00/month. If a new or amended Concession Agreement includes a provision requiring the Concessionaire to pay for fifty percent of the cost for electric service for the lights in the parking lot and driveway, then the Operator and the Concessionaire will split these costs for the duration of the new Concession Agreement or Operating Agreement, whichever expires or terminates first. The Operator will still be responsible for submitting payment for electricity costs for the parking lot and driveway lights but will have the authority to require the Concessionaire to reimburse the Operator for fifty percent (50%) of these costs.

Water usage for the Golf Course and Spring Meadow Inn is currently metered through one meter. The current Concession Agreement does not require the Concessionaire to pay for water service for the Spring Meadow Inn. If a new or amended Concession Agreement includes a provision requiring the Concessionaire to pay for water service charges associated with the Spring Meadow Inn, the Department will install a submeter at Spring Meadow Inn to measure water usage by the Spring Meadow Inn. If the Department installs a submeter, the Operator will still be responsible for paying the entire water bill, but Concessionaire will be required to reimburse Operator for Concessionaire's water usage based on the submeter reading.

1.5.2 Expenses and Revenue

While bidders should be aware of revenues generated by the Golf Course Property and current operating expenses, it must be recognized that current revenue and expenses are not considered by the Department to be predictive of future revenue and expenses. Nor are current revenues and expenses to be considered as a guarantee by the Department of any possible future revenue stream. Accordingly, the approximate current revenue and expense figures serve as a guide for bidders and are provided for informational purposes only. Operating Expenses and Revenue Information for Fiscal Years 2006 through 2010 are attached hereto as Exhibit D.

1.5.3 Parking Lot

Spring Meadow Inn and the Golf Course Property share a parking lot. The Operator will be solely responsible for the maintenance and upkeep of the parking lot.

1.5.4 Snow Removal

The current Concession Agreement provides that the Concessionaire shall be solely responsible for the snow removal from the front entrance area, sidewalk from front entrance to the parking lot, and back door area of the Spring Meadow Inn. The Operator shall therefore be responsible for snow removal for the driveway and parking lot. If a new or amended Concession Agreement includes a provision requiring the Concessionaire to share the costs associated with the snow removal for the driveway and parking lot, the Operator will have the option of arranging for snow removal for these areas and charging the Concessionaire for fifty percent (50%) of these costs.

1.6 Gift Certificates (previously issued)

The Operator of Golf Course Property will be required to honor outstanding gift certificates that were sold by the Division of Parks & Forestry. The Department will compensate Operator for the face value of the certificate and for the rates that were in effect when the gift certificate was issued, through a rental abatement, upon proof that the gift certificate was redeemed. The Division of Parks and Forestry estimates that there are 282 outstanding gift certificates, which can be redeemed through August 9, 2011.

1.7 Wild Geese Population Management

Pursuant to a migratory bird depredation permit issued annually to the Division of Parks and Forestry by the Department of Interior, U.S. Fish & Wildlife Service, the Division shall authorize the Operator to manage the population of wild geese on the Golf Course Property in accordance with the permit, the federal regulations cited in the permit, and the guidelines set forth in the Division's Goose Management Program. Management activities shall be limited to addling eggs, and removing and destroying nests. Operator will be required to annually report to the Division all activities related to management of population of wild geese on the form attached hereto as the Special State Canada Goose Permit – Annual Report. A copy of the

federal permit, the Division's policy, and the Special State Canada Goose Permit – Annual Report, are attached and incorporated by reference as Exhibit E.

1.8 Key Events

The winning bidder shall meet with members of the Department within seven (7) days of the proposal award. The winning bidder must be prepared to assume full operation of the Golf Course Property within 30 days of executing Operating Agreement.

1.8.1 Questions and Inquiries

The Department will accept questions and inquiries from all potential bidders receiving this RFP. Questions may be submitted in writing only, via mail or fax, to the Department at the following address:

Department of Environmental Protection Division of Parks and Forestry Office of Leases Attention: Marci Green, Administrator 501 E. State Street P.O. Box 404 Trenton, NJ 08625-0404 Fax No. (609) 984-0836

1.8.1.1 Submission Cut-Off Date

The cut-off date for the submission of questions will be the date of the Mandatory Bidders Meeting ("Meeting"), details of which are set forth in Subsection 1.8.2 below. While all questions will be entertained at the Meeting, it is strongly urged that questions be submitted in writing prior to the Meeting. Written questions must be delivered to the Administrator of the Office of Leases (Administrator). It is requested that bidders with long, complex, or multiple-part questions submit them in writing as far in advance as possible, in order for the Department to prepare answers by the time of the Meeting.

1.8.1.2 Question Protocol

Questions should be submitted in writing to the attention of the Administrator. Written questions should be directly tied to the RFP. Questions should be asked in consecutive order, from beginning to end, following the organization of this RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Brief procedural inquiries may be accepted over the telephone by the Office of Leases. However, oral explanations or instructions given over the phone shall not be binding upon the State. Bidders shall not contact the Division of Parks and Forestry or any other branch of the Department directly, in person or by telephone, concerning this RFP.

1.8.2 Mandatory Bidders Meeting

A Mandatory Bidders Meeting (Meeting) has been scheduled for this procurement. The Meeting will be held at the Golf Course Property clubhouse/pro shop on January 31, 2011 at 10:00 a.m.

NOTE: Bids automatically will be rejected from any bidder or authorized representative that does not attend or that fails to properly register at the Meeting.

The purpose of the Mandatory Bidders Meeting is to provide a structured and formal opportunity for the Department to accept questions from bidders regarding this RFP. The Meeting also will provide bidders with an opportunity to view the Golf Course Property.

Any revisions to the RFP resulting from the Mandatory Bidders Meeting will be formalized and distributed to attendees as written addendum to the RFP. Answers to deferred questions also will be distributed to attendees as written addendum to this RFP.

1.9 Additional Information

1.9.1 Revisions to the RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

- i. Any addendum issued before the Mandatory Bidders Meeting (see Subsection 1.3.2) will be distributed to all bidders who were sent the initial RFP; and
- ii. Any addendum issued at the time of or after the Meeting will be distributed only to those bidders that attended and properly registered at the Meeting.

1.9.2 Addendum as Part of the RFP

Any addendum to this RFP shall become part of this RFP and part of any agreement resulting from the RFP.

1.9.3 Issuing Office

This RFP is issued by the New Jersey Department of Environmental Protection, Division of Parks and Forestry. The Administrator is the sole point of contact between the bidder and the Department for the purposes of this RFP.

1.9.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required by this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of the RFP. By submitting a proposal in response to this

RFP, each bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP. The bidder further represents that it has made its own calculations, based on the information provided and its own research and experience, of costs, expenses, and revenues, for which the Department bears no liability.

1.9.5 Cost Liability

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submission of bid proposals in response to this RFP. Furthermore, the Department does not warrant or guarantee any current or future revenues that may be generated from operation of the Golf Course Property.

1.9.6 Contents of Bid Proposal

The entire content of every bid proposal will be opened publicly and becomes a public record. This is the case, notwithstanding any statement to the contrary made by a bidder in its bid proposal.

As public records, all bid proposals are available for public inspection. Interested parties may make an appointment with the Administrator to inspect bid proposals received in response to this RFP.

1.9.7 Price Alteration

Bid prices must be typed or written in ink. Any price change, including "white-outs," must be initialed. Failure to initial price changes may preclude an award from being made to a bidder.

1.9.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to said joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Pay to Play Disclosure Statement, Ownership Disclosure Form, Affirmative Action Employee Information Report, and foreign (i.e. out of State) corporation registration, if applicable, must be supplied for each party to a joint venture.

2.0. **DEFINITIONS**

The following definitions shall be part of any agreement executed as a result of this RFP:

- a. "Department" or "the State" shall mean the State of New Jersey, Department of Environmental Protection.
- b. "Golf Course Property" shall mean the Spring Meadow Golf Course, as shown on the survey map attached hereto as Exhibit A.

- c. "Operating Agreement" shall mean the written agreement resulting from this Request for Proposal executed by the New Jersey Department of Environmental Protection and the winning bidder.
- d. "Operator" shall mean the winning bidder to this Request for Proposal that enters into an Operating Agreement with the New Jersey Department of Environmental Protection.
- e. "Bidder" shall mean an individual or a company that submits a bid proposal in response to this Request for Proposal.
- f. "Meeting" shall mean the Mandatory Bidders Meeting.
- g. "Division" shall mean the Division of Parks and Forestry.
- h. "Office" shall mean the Office of Leases.
- i. "Administrator" shall mean the Administrator of the Office of Leases.
- j. "Commissioner" shall mean the Commissioner of the New Jersey Department of Environmental Protection.
- k. "Evaluation Committee" shall mean a committee established by the Department to review and evaluate bid proposals submitted in response to this RFP and to recommend a proposal award.
- 1. "Operational Management Plan" shall mean a detailed business plan submitted by each bidder in response to this RFP that details its proposal for operating, managing, and developing the Golf Course Property in accordance with the State's goal.
- m. "Fiscal year" shall mean the period beginning July 1 and ending June 30 in any given calendar year.
- n. "Request for Proposal (RFP)" shall refer to this document, which establishes the bidding requirements and solicits proposals to meet the needs of the Department as identified herein.
- o. "Concession Agreement" shall mean the agreement between the Department and Four Atlantic Services, LLC, with an effective date of October 27, 2009, and an expiration date of October 27, 2012.
- p. "Outside catering vendor" shall mean any catering food business other than the party(ies) named in the current, new or amended Concession Agreement with the Department.

3.0 SCOPE OF WORK

The Department seeks to enter into a five-year Operating Agreement with a private individual or entity that will perform the services set forth in the Operating Agreement, a copy of which is attached and incorporated by reference as Exhibit F. Bidders should refer to the Operating Agreement in preparation of submitting a bid proposal to gain a full understanding of the services required to be performed thereunder.

In exchange for entering and performing under the Operating Agreement, the Operator shall pay the Department a fixed annual fee, which will be adjusted annually based on the Consumer Price Index, plus a fixed percentage of annual gross revenue.

4.0 PROPOSAL PREPARATION & SUBMISSION

4.1 General Information

The bidder must follow the instructions contained in this RFP in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and proposal award process. Any qualifying statements made by the bidder as to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, processes, and procedures are revealed. However, each bidder is cautioned that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, alternatively, may result in a low technical score being given to the bid proposal.

4.2 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Office no later than 5:00 p.m. on **February 22. 2011**. All bidders submitting proposals are advised to allow adequate delivery time to ensure punctual delivery of proposals. Late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date, and the bidder's name.

4.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete original bid proposal that clearly has been marked as the "ORIGINAL" bid proposal. Each bidder also must submit four (4) full, complete, and exact copies of the original. The copies are necessary in the evaluation of your bid. Bidders

failing to provide the required number of copies shall be charged the cost incurred by the Department in producing the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal for its own records.

4.4 Proposal Content

The bid proposal should be submitted in one volume that is divided in five (5) parts as follows:

4.4.1 Forms (Part 1)

4.4.1.1 Affirmative Action Employee Information Report

The bidder must complete the attached Affirmative Action Employee Information Report, a copy of which is attached and incorporated by reference as Exhibit G, or alternatively, must supply either (1) a New Jersey Affirmative Action Certificate or (2) evidence that the bidder is operating under a Federally-approved or sanctioned affirmative action program. This requirement is a precondition to entering into a valid and binding contract with the State.

4.4.1.2 Business Registration Reporting

Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, should be submitted by the bidder with its bid proposal. No Operating Agreement shall be executed without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730.

All foreign (i.e. out of State) corporations receiving a notice of proposal award shall be afforded seven (7) days thereafter to register with the Division of Revenue.

4.4.1.3 Pay to Play

All bid applications are subject to the provisions of N.J.S.A. 19:44A-20.13 et seq. and N.J.S.A. 19:44A-20.26 et seq. (P.L. 2005 c. 51 and P.L. 2005 c.271, collectively "Pay to Play"). Compliance with these acts shall constitute a material term and condition of the bid application, and these acts shall be binding upon the parties thereto upon the entry of an Operating Agreement. All bidders must complete and submit with their bid proposals the following enclosed forms, copies of which are attached and incorporated by reference as Exhibit H, in accordance with their instructions: (1) Ownership Disclosure Form; (2) Contractor Certification and Disclosure of Political Contributions Form (P.L. 2005, c. 51); and (3) Vendor Certification and Political Contribution Disclosure Form (P.L. 2005, c. 271).

Bidders further are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, section 3) if the bidder receives contracts in excess of \$50,000.00 from a public entity in a calendar year. It is the bidder's responsibility

to determine if filing is necessary. Failure to so file will preclude a proposal award and can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

4.4.2 Background Information (Part 2)

Each bidder shall submit written answers to the following inquiries:

- i. How many years has your organization been in business under its present business name?
- ii. Under what other or former names has your organization operated?
- iii. If your organization is a corporation, provide the following information: date of corporation; State of incorporation; president's name; vice president's name; secretary's name; and treasurer's name.
- iv. If the organization is a partnership, provide the following information: date of organization; type of partnership; and name(s) of general partner(s).
- v. If your organization is individually owned, provide the following information: date of organization; and name of owner.
- vi. Has your organization ever failed to complete any contract awarded to it?
- vii. Within the past five (5) years, has any officer or principal of your organization ever served as an officer or principal of another organization when it failed to complete a contract?
- viii. Are there any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against your organization or its officers?
- ix. Has your organization filed any lawsuits or requested arbitration with regard to any contracts within the last five (5) years?
- x. Has any owner made a claim against you, which has resulted in arbitration or litigation with the past five (5) years?
- xi. Has your organization or any of its officers or owners ever been convicted of a crime, or are they presently the target of any criminal or administrative investigation?
- xii. Has your organization or any of its officers or owners ever been disqualified, suspended, or debarred from a contract with any Federal, State, or local government entity?

If the answer to any questions "vi" through "xii" is yes, please provide details.

Each bidder also shall describe in detail its expertise in providing golf course management services for projects similar in size and scope to the Golf Course Property, including:

- i. a description of all golf courses the bidder has managed, including size, number of memberships, and location for each course; and
- ii. the beginning and ending dates of each management contract or lease associated with each golf course listed in "i" above.

4.4.3 Technical Proposal (Part 3)

In this Section, the bidder shall describe in detail its plans and approach for fulfilling the requirements as reflected in the Operating Agreement. The Operating Agreement fully describes the minimum services to be provided by the Operator. The bidder must present its understanding of the requirements of the Operating Agreement and its ability to fulfill said requirements successfully. However, the bidder should not be limited by the services described and is encouraged to expand upon, supplement, or add other service areas where the bidder has expertise that may benefit the State. This section of the bidder's proposal should contain at least the following information:

4.4.3.1 Management Overview

The bidder shall set forth its overall technical approach and plans to meet the requirements of the Operating Agreement in a narrative format. This narrative should be presented as an Operational Management Plan. The Operational Management Plan shall contain a complete description of how the bidder intends to implement each aspect of the operation, maintenance, and service requirements set forth in the Operating Agreement. The narrative should convince the State that the bidder understands the objectives the Operating Agreement is designed to meet, the nature of the services required, and the level of effort necessary to successfully carry out the Operating Agreement. The bidder's narrative further should be designed to convince the Department that the bidder's Operational Management Plan is viable and that the bidder's general approach to undertaking the Operating Agreement and fulfilling the State's goals is in accordance with the tasks and subtasks involved.

Mere reiteration of the requirements set forth in the Operating Agreement is strongly discouraged, in that such a narrative would not provide insight into the bidder's ability to successfully perform under the Operating Agreement. In sum, the bidder's response to this Section of the RFP should be designed to convince the Department that the bidder's detailed plans and proposed approach to performing the requirements under the Operating Agreement are realistic, attainable, and appropriate and that the bidder's proposal will lead to successful performance.

4.4.3.2 Agreement Management

The bidder should describe its specific plans to manage, control, and supervise the Operating Agreement to ensure satisfactory performance according to the bidder's proposed schedule. The Operational Management Plan should include the bidder's approach to communication with the Department, including but not limited to status meetings and status reports.

4.4.3.3 Specific Plan Content

The bidder's Operational Management Plan should identify and fully detail the following: potential number of employees; required qualifications for all specific positions; proposed hours of operation and months of operation; a suggested fee schedule for all services, memberships, and course usage; equipment and maintenance schedules; plans for a pro shop; and proposed plans for improvements.

With respect to a fee schedule, the Operator in its Operational Management Plan shall establish all applicable fees, which will be subject to the Department's review and ultimate approval. Fees should be comparable to those charged by other public golf courses in the area.

With respect to plans for a pro shop, and any improvements, the bidder should incorporate a schedule into its proposed Operational Management Plan. Therein, the bidder should set out the initiation dates and completion dates for these projects, if applicable. The bidder also should identify the scheduling and control methodology to be used and should provide the rationale for choosing such methodology.

With respect to a pro shop, the bidder shall explain in detail its plans for operating such a facility, including proposed hours of operation and the types of merchandise that will be sold. The Operator shall be responsible for supplying the necessary inventory.

4.4.3.4 Mobilization and Implementation Plan

It is essential that the State move forward quickly to have the Operating Agreement in place. Therefore, the bidder must include as part of its bid proposal a mobilization and implementation plan, beginning with the date of notification of the proposal award. The mobilization and implementation plan should include the following elements:

- i. A detailed timetable for the mobilization and implementation period. This timetable should be designed to demonstrate how the bidder will have the Golf Course Property operational within a reasonable time, but no later than thirty (30) days after execution of the Operating Agreement.
- ii. The bidder's plan for the development and use of management, supervisory, or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory, and key personnel that will be assigned to manage, supervise, and monitor the bidder's mobilization and

implementation of the Operating Agreement within a reasonable time, but no later than thirty (30) days after execution of the Operating Agreement.

NOTE: The bidder should identify clearly the management, supervisory, or other key staff that will be assigned only during the mobilization and implementation period.

The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the Operating Agreement on the required start date.

The bidder also should submit a plan for the use of sub-operators, if any, with respect to a pro shop. Emphasis should be placed on how any sub-operator identified will be involved in the mobilization and implementation plan.

4.4.3.5 Potential Problems

The bidder should set forth a summary of any and all problems anticipated during the term of the Operating Agreement. For each problem identified, the bidder should provide its proposed solution.

4.4.4 Organizational Support and Experience (Part 4)

The bidder should include information relating to its organization, personnel, and experience, including but not limited to references, together with contact names and telephone numbers, evidencing the bidder's qualifications and capabilities to perform the services required by this RFP.

4.4.4.1 Location

The bidder should include the name, location, and telephone number of the office that will be responsible for the project.

4.4.4.2 Organization Chart [Specific]

The bidder should include an organization chart with names showing the management, supervisory, and other key personnel, including any sub-operators, who will be acting under the Operating Agreement. The chart should include the labor category and title of each such individual.

4.4.4.3 Resumes

Detailed resumes should be submitted for all management, supervisory, and key personnel who will be acting under the Operating Agreement. Resumes should be structured to emphasize the relevant qualifications and experience of these individuals in successfully completing projects of similar size and scope to those set forth in the Operating Agreement. Resumes should clearly identify previous experience in completing similar projects. Beginning

and ending dates should be given for each similar project. A description of the project should be given and should demonstrate how the individual's work on the completed project relates to the individual's ability to contribute to the successful provision of services required by the Operating Agreement. With respect to each similar project, the bidder should include the name and address of each reference, together with a person and telephone number to contact for a reference check.

In the event the bidder must hire or otherwise engage management, supervisory, and/or key personnel if awarded the proposal, the bidder should include a recruitment plan for such personnel. Said recruitment plan should demonstrate that the bidder will be able to initiate and complete the project within the time frame required by this RFP.

4.4.4.4 Backup Staff

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals performing under the Operating Agreement. Backup staff must be clearly identified as such.

In the event the bidder must hire management, supervisory, and/or key personnel if awarded the proposal, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event that primary individuals initially assigned need assistance or must be replaced during the term of the Operating Agreement.

4.4.4.5 Organization Chart [Complete]

The bidder should include an organization chart depicting the bidder's entire organizational structure. This chart should show the relationship of the individuals performing under the Operating Agreement to the bidder's overall organizational structure.

4.4.4.6 Experience of Bidder on Projects of Similar Size and Scope

As evidence of the bidder's ability to complete the services set forth in the Operating Agreement, the bidder should provide a comprehensive listing of golf course management projects similar in size and scope that it successfully has completed. A description of all such projects should be included and should demonstrate how such projects relate to the bidder's ability to complete the services required under the Operating Agreement. For each such project, the bidder should provide the name and telephone number of a contact person.

Specifically, the bidder should describe its expertise in providing golf course management services, including the following:

- i. a description of all golf courses it has managed, including size, number of memberships, and location for each course; and
- ii. the beginning and ending date of each management agreement or lease associated with each golf course listed in "i" above.

4.4.4.7 Financial Viability of the Bidder

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully carry out its responsibilities under the Operating Agreement. To satisfy this requirement, the bidder shall submit the following with its bid proposal:

- i. The name and address of the bidder's bank, chief banking representative handling the bidder's account, and the bidder's federal employer information number (FEIN number);
- ii. Certified financial statements, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or
- iii. If a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information shall be provided.

4.4.4.8 Sub-operator(s)

Operator shall not enter into any sub-operating agreements with outside entities for the performance of any of its obligations under this Operating Agreement, except that Operator may enter into sub-operating agreements with outside entities for the operation of a pro shop. If the bidder proposes to utilize a sub-operator to fulfill any of its obligations with respect to a pro shop, the bidder shall be responsible for each sub-operator's performance, compliance with all terms and conditions of this RFP and the Operating Agreement, and compliance with the requirements of all applicable laws.

The bidder must provide a detailed description of the services to be provided by each proposed sub-operator. The bidder further should provide a detailed resume for each sub-operator's management, supervisory, and other key personnel that demonstrates knowledge, ability, and experience relevant to the work the sub-operator has been designated to perform.

The bidder should provide documented experience to demonstrate that each sub-operator successfully has performed work on projects of similar size and scope to the work the sub-operator has been designated to perform in the bidder's proposal.

NOTE: Before the Operator may allow a sub-operator to begin to operate or use the Golf Course Property with respect to a pro shop, both the Operator and sub-operator must sign a sub-operating agreement, which shall be subject to the Department's written approval prior to taking effect.

4.4.5 Monetary Proposal (Part 5)

The bidder must submit all requested monetary proposals. Failure to submit all requested monetary proposals may result in the bidder's proposal being considered materially non-

responsive. Each bidder must hold its price(s) firm through completion of the proposal award process.

Each bidder shall submit two figures as part of its monetary bid:

- i. Annual fee to be paid to the Department; and
- ii. A threshold amount of annual gross revenue, above which the Operator will be required to remit fifteen (15) percent to the Department. (e.g. If the successful bidder submits a threshold gross revenue amount of \$100,000.00, it shall be required to remit 15% of all gross revenues above \$100,000.00 to the Department on an annual basis).

For purposes of this RFP and the Operating Agreement, gross revenue is defined to include all sales at the gross selling price of merchandise and items of every character sold in, upon, or through the Golf Course Property by the Operator, or any other person, firm, or corporation, including, but not limited to, all revenues and sales related to the operation of the Golf Course Property, pro shop, and gross charges for all services to customers or patrons, including, but not limited to, greens fees, memberships, and equipment rentals, performed by the Operator or any other person, firm, or corporation in, upon, or through any part of the Golf Course Property, and shall include sales and charges for cash and credit, regardless of whether or not the same is collected or uncollected, less all proper credits for returned merchandise, merchandise exchanges and merchandise cancellations, allowances, or discounts, as well as any sales taxes collected by the Operator and remitted to taxing authorities with respect to each Term Year as provided in the Operating Agreement. Gross revenue shall not include the value of any gift certificates sold by the Department prior to the Effective Date, but redeemed after the Effective Date.

5.0 AGREEMENT TERMS & CONDITIONS

5.1 Precedence of Agreement Terms and Conditions

The Operating Agreement ultimately shall consist of this RFP, any addendum to this RFP, the winning bidder's proposal, the Department's Notice of Acceptance, and the executed Operating Agreement. The bidder shall agree to all of the material terms and conditions of the Operating Agreement.

In the event of a conflict between the provisions of this RFP and any addendum to the RFP, the addendum shall govern. In the event of a conflict between the provisions of this RFP (including any addendum to same) and the winning bidder's proposal, the RFP and/or addendum shall govern.

5.2 Agreement Term and Extension Option

The term of the Operating Agreement shall be for a period of five (5) years, unless earlier terminated pursuant to the terms of the Operating Agreement. The anticipated Effective Date will be provided in the Operating Agreement. If delays in the bid process result in an adjustment of the anticipated Effective Date, the bidder agrees to accept an agreement for the full term of same. The Operating Agreement may be extended for an additional five (5) year period, by mutual written consent of the Operator and the Department.

If Department permits the Operator to continue operating the Golf Course Property after expiration of the Operating Agreement without having executed a new written agreement with the Department, then the Operator shall operate the Golf Course Property subject to all terms, covenants, and conditions contained in the expired Operating Agreement. Such continuation of operations by the Operator shall not constitute a renewal or extension of the expired Operating Agreement.

6.0 PROPOSAL EVALUATION & SELECTION PROCESS

6.1 Proposal Evaluation Committee

Proposals will be evaluated by an Evaluation Committee composed of representatives from the Department of Environmental Protection.

6.2 Oral Presentation and/or Clarification of Proposal

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee also may require a bidder to submit written responses to questions regarding its bid proposal. The purpose of such communication with a bidder, either through an oral presentation or written letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. However, original bid proposals may not be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Further, bidders may not attend presentations made by other bidders.

It is within the discretion of the Evaluation Committee to require a bidder to make an oral presentation or to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Administrator will be the sole point of contact regarding any request for an oral presentation or written clarification.

6.3 Evaluation Criteria

The following evaluation criteria, not necessarily listed in order of significance, shall be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the review process:

- i. The bidder's general approach and plans in meeting the requirements of this RFP;
- ii. The bidder's detailed approach and plans to perform the services under the Operating Agreement;
- iii. The bidder's documented experience in successfully completing projects of a similar size and scope to Spring Meadow Golf Course;
- iv. The qualifications and experience of the bidder's management, supervisory, and other key personnel assigned to the Operating Agreement, with emphasis on documented experience in successfully completing projects similar in size and scope to Spring Meadow Golf Course;
- v. The bidder's overall ability to mobilize, undertake, and successfully perform in accordance with the Operating Agreement. This judgment will include but not be limited to the number and qualifications of management, supervisory, and other staff proposed, the availability and commitment to the Operating Agreement of the bidder's management, supervisory, and other staff proposed, and the bidder's Operational Management Plan;
- vi. The bidder's financial viability and organizational history; and
- vii. The bidder's monetary proposal.

6.4 Selection Process

The proposal shall be awarded with reasonable promptness and by written notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected if the Department determines that it is in the public interest to do so.

7.0 EXHIBITS

- A. Aerial map
- B. Tax Map of Wall Township, Monmouth County, New Jersey
- C. Concession Agreement between Department and Four Atlantic Services, LLC, effective October 27, 2009
- D. Revenue and Expense Data for fiscal years 2006 through 2010
- E. Federal migratory bird depredation permit, Division of Parks and Forestry Goose Management Program, and Special State Canada Goose Permit Annual Report

- F. Operating Agreement
- G. Affirmative Action Employee Information Report
- H. Pay to Play Forms: (1) Ownership Disclosure Form; (2) Contractor Certification and Disclosure of Political Contributions Form (P.L. 2005, c. 51); and (3) Instructions -- Contractor Certification and Disclosure of Political Contributions (P.L. 2005, c. 51); and (4) Vendor Certification and Disclosure of Political Contribution Disclosure Form (P.L. 2005, c. 2711)

Addendum to Request for Proposal

Management/Operation of Spring Meadow Golf Course

Wall Township, Monmouth County

Issued: February 4, 2011

Additions are shown in boldfaced and underlined, thus; deletions are crossed out thus.

AMENDMENT #1

Summary of change: The Operator will be responsible for maintenance and pumping of only those septic tank(s) associated with the Golf Course Property. The Operator is solely responsible for the septic field, however, until such time as the Department enters into a new concession agreement for the operation of Spring Meadow Inn, which includes a provision stating that the concessionaire and the Operator are jointly responsible for the septic field. Section 1.3.5 of the Request for Proposal, and Paragraph 27 of the Operating Agreement (Exhibit C of the RFP) are amended as follows.

Request for Proposal

1.3.5 Septic System

The Golf Course Property has a T1-Sanitary Subsurface Disposal General Permit (#NJ0130281) that has a design flow of .002 mgd. The Operator of the Golf Course Property will be responsible for following specific and general conditions of the permit, but shall not be responsible for the maintenance and pumping of the two septic tanks and grease trap and drain associated with Spring Meadow Inn.

The current Concession Agreement does not require the Concessionaire to be responsible for the septic field, which is used by both the Golf Course Property and the Concessionaire. If the field needs to be repaired or rebuilt, the Operator will be solely responsible for the cost of repairing or rebuilding the septic field. When the current Concession Agreement expires, the Department may require the concessionaire in a new concession agreement to be jointly responsible with the Operator for obtaining a new septic T1-Sanitary Subsurface Disposal General Permit when the current permit expires, and for any repairs or reconstruction of the septic field.

The permit expires on May 31, 2013. The Operator shall submit a draft permit application to Department for approval by February 1, 2013. The Operator shall be responsible for working with the Department to complete the permit application. The

Operator shall be responsible for all costs associated with permit application. A copy of the permit is available by contacting the Office of Leases at 609-633-7575. <u>If a new concession agreement is in place prior to February 1, 2013, and the agreement requires the concessionaire of Spring Meadow Inn to be jointly responsible for obtaining a new T1-Sanitary Subsurface Disposal General Permit, the Operator and concessionaire shall be jointly responsible for the submission of a new permit application.</u>

Operating Agreement

12.1 **Septic System**

The Golf Course Property has a T1-Sanitary Subsurface Disposal General Permit (#NJ0130281) that has a design flow of .002 mgd. The Operator of the Golf Course Property will be responsible for following specific and general conditions of this permit, but shall not be responsible for the maintenance and pumping of the two septic tanks and grease trap and drain associated with Spring Meadow Inn.

The current Concession Agreement does not require the Concessionaire to be responsible for the septic field, which is used by both the Golf Course Property and the Concessionaire. If the field needs to be repaired or rebuilt, the Operator will be solely responsible for the cost of repairing or rebuilding the septic field. When the current Concession Agreement expires, the Department will require the concessionaire in a new concession agreement to be jointly responsible with the Operator for obtaining a new septic T1-Sanitary Subsurface Disposal General Permit when the current permit expires, and for any repairs or reconstruction of the septic field.

The permit expires on May 31, 2013. The Operator shall submit a draft permit application to Department for approval by February 1, 2013. The Operator shall be responsible for working with the Department to complete the permit application. The Operator shall be responsible for all costs associated with permit application. If a new concession agreement is in place prior to February 1, 2013, and the agreement requires the concessionaire of Spring Meadow Inn to be jointly responsible for obtaining a new T1-Sanitary Subsurface Disposal General Permit, the Operator and concessionaire shall be jointly responsible for the submission of a new permit application.

AMENDMENT #2

Summary of change: Under the current Concession Agreement, the concessionaire cannot dispense alcoholic beverages on the Golf Course Property. Future

concession agreements for Spring Meadow Inn may allow the sale of alcoholic beverages on the Golf Course Property.

Request for Proposal

1.2.2 Excluded: Spring Meadow Inn and Refreshment Stand

The operation of a restaurant ("Spring Meadow Inn") on the Golf Course Property and the refreshment stand located at #8 Tee (see Exhibit A) are not part of this RFP or the Operating Agreement. The Division of Parks and Forestry has granted Four Atlantic Services, LLC ("Concessionaire") management responsibility of Spring Meadow Inn and the refreshment stand through a separate Concession Agreement, a copy of which is attached hereto and incorporated by reference as Exhibit C. Through this agreement, Concessionaire has been granted the exclusive right to sell and dispense food and non-alcoholic beverages from the refreshment stand, mobile food/beverage carts and any temporary structures on the Golf Course Property that may be approved by the Department.

(The Concessionaire of Spring Meadow Inn has also been granted exclusive rights to sell and dispense food, alcoholic and non-alcoholic beverages and liquor at Spring Meadow Inn, with sales of alcoholic beverages and liquor limited to the bar area within Spring Meadow Inn.)

The Operator will not be permitted to sell or dispense food or beverages (alcoholic and non-alcoholic) on the Golf Course Property. Golfers will be permitted to bring food and non-alcoholic beverages onto the Golf Course Property only during hours of operation when the refreshment stand is closed in the spring and fall seasons. Golfers are prohibited from bringing alcohol onto Golf Course Property. Future concession agreements for Spring Meadow Inn may allow for the sale of alcoholic beverages on the Golf Course Property, subject to Operator obtaining all necessary State and local permits. Outside catering vendors are prohibited from operating on Golf Course Property.

Operating Agreement

7. GOLF COURSE MANAGEMENT

During the term of this Operating Agreement, Operator shall have full control over the day-to-day operations of the golf course, including but not limited to handling the collection and deposit of all money, hiring and supervision of all employees, and purchasing of all goods and services consistent with the operation of a public golf facility. Operator also shall be responsible for handling disputes with third parties, collecting and paying appropriate taxes, obtaining all appropriate permits, and providing accountability to the DEP for its activities.

A. Alcoholic Beverages

As of the Effective Date of this Agreement, Operator shall not allow course visitors to bring alcoholic beverages onto the Golf Course Property. The Department may, in future Spring Meadow Inn concession agreements, allow the concessionaire of Spring Meadow Inn to sell alcoholic beverages from the refreshment stand, mobile food/beverage carts and any temporary structures on the Golf Course Property that may be approved by the Department subject to Operator obtaining all necessary State and local permits.

AMENDMENT #3

Summary of change: Correction of a typographical error in Paragraph 48 of the Operating Agreement (Exhibit F of the Request for Proposal).

Operating Agreement

48. PREVAILING WAGE ACT

Without limiting the scope of any other provision of this Operating Agreement, Operator agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150. Operator also agrees to comply with 42 USC, Section 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and Section 9604 (g)(1), Operator must comply with the Federal requirements.

Operator's signature on this Operating Agreement is a guarantee that Operator or any contractors Operator may employ to perform work required under this Operating Agreement have **not** been suspended or debarred by the Commissioner, Department of Labor for violation of the Prevailing Wage Act, P.L. 1963, Chapter 150.

Addendum to Request for Proposal (II)

Management/Operation of Spring Meadow Golf Course

Wall Township, Monmouth County

Issued: February 9, 2011

Additions are shown in boldfaced and underlined, thus; deletions are crossed out thus.

AMENDMENT #1

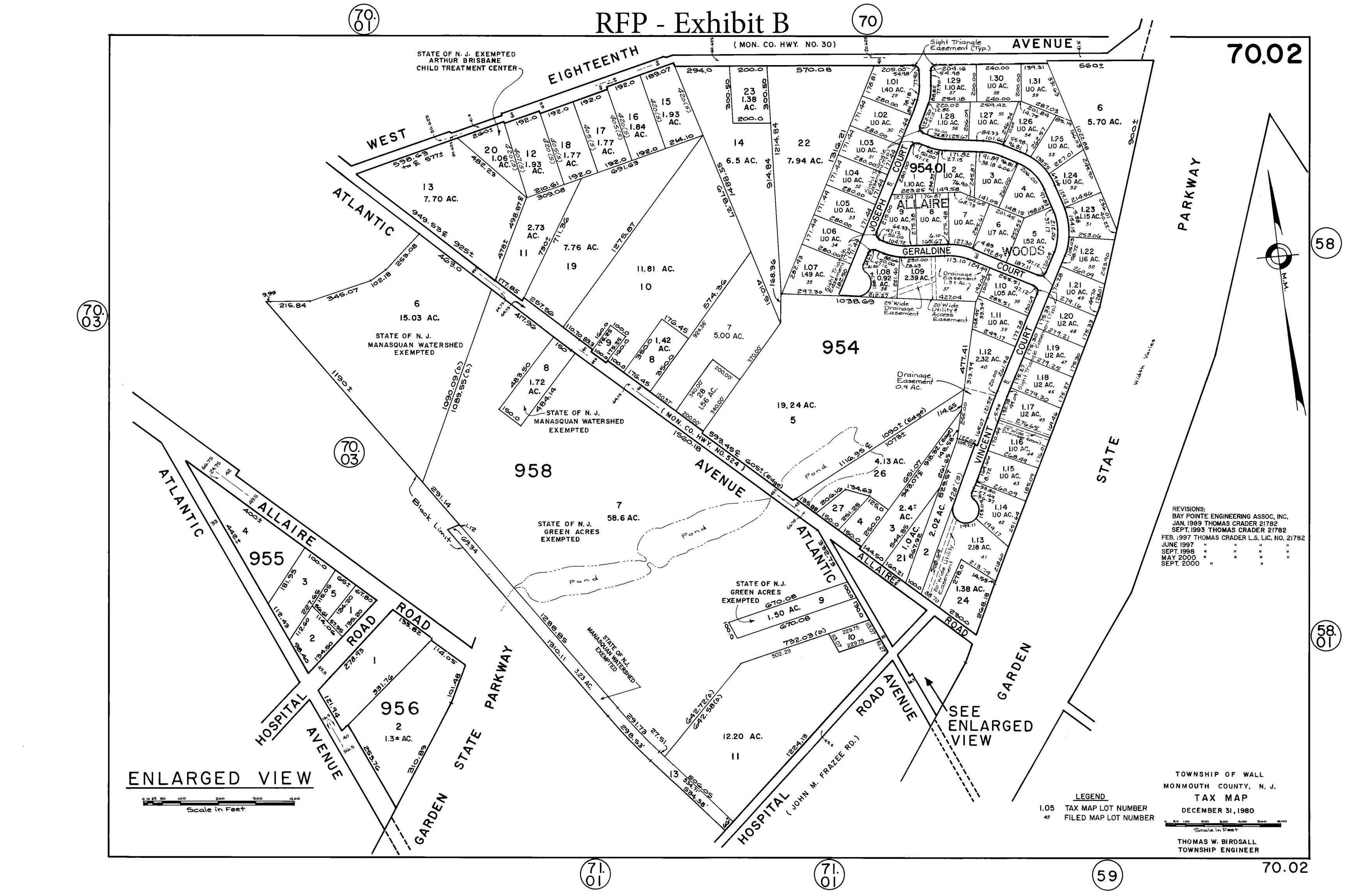
Summary of change: The Operator will be required to forward to the Department notices of tax assessments, tax bills or any other notice, correspondence or document relating to local property taxation of the Golf Course Property.

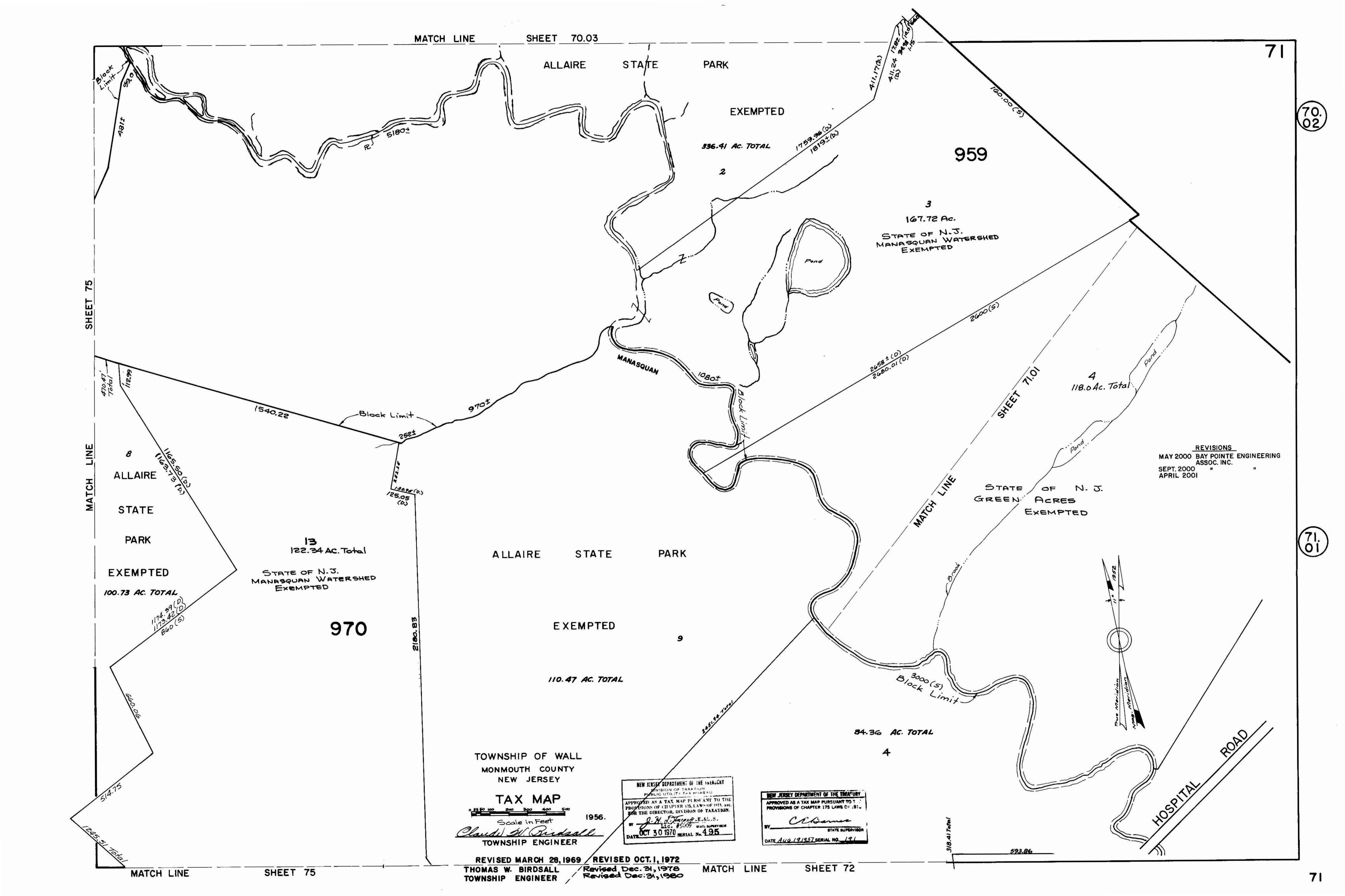
Operating Agreement

18. TAXES AND ASSESSMENTS

Operator agrees that during the Term of this Operating Agreement, it will pay any taxes or assessments that might be imposed by any governmental body by reason of Operator's operation of the Golf Course Property. Operator immediately shall forward any notice of such tax payment to Department and any notice of assessment, tax bill, or any other notice, correspondence or document relating to local property taxation of the Golf Course Property to the Department.







RFP - Exhibit C

STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF PARKS AND FORESTRY

CONCESSION AGREEMENT RESTAURANT/BAR & REFRESHMENT STAND CONCESSION

THIS AGREEMENT, made this of Two Thousand and Nine (2009),

day of

, in the year

BETWEEN

THE STATE OF NEW JERSEY

DEPARTMENT OF ENVIRONMENTAL PROTECTION

DIVISION OF PARKS AND FORESTRY

STATE PARK SERVICE

P.O. BOX 404

TRENTON, NEW JERSEY 08625-0404

, hereinafter referred to as Department,

AND

FOUR ATLANTIC SERVICES, LLC

1913 ATLANTIC AVENUE

MANASQUAN, NEW JERSEY 08736

, hereinafter referred to as Concessionaire.

NOW THEREFORE, Department, in consideration of the payments and covenants hereinafter made, does hereby grant to Concessionaire and Concessionaire hereby agrees to operate a concession at:

Spring Meadow Golf Course

Concessionaire hereby covenants and agrees to and with Department as follows:

1. SCOPE OF CONCESSION

- A. The Concessionaire shall be granted the exclusive right to dispense food, alcoholic and non-alcoholic beverages, and liquor (hereinafter referred to as "Concession Operations"). The Concession Operations shall be limited to the structure(s) or area(s) now provided by the Department of Environmental Protection ("Department") for concession purposes in the areas at Spring Meadow Golf Course ("Spring Meadow") specifically designated by the Department (hereinafter referred to as the "Concession Premises").
- B. The Concession Operations will dispense items only from the following areas on the Concession Premises: Spring Meadow Inn ("Restaurant"), Refreshment Stand ("Halfway House"), Mobile Food/Beverage Carts (on golf course), and any temporary structures as may be approved by Department.
- C. Concessionaire shall use the Concession Premises solely for the purpose set forth above and is currently only permitted to sell alcoholic beverages and liquor inside the Restaurant from the bar area ("Restaurant Bar"). Patrons must consume all alcoholic beverages within the Restaurant and are not permitted to bring alcoholic beverages outside of the Restaurant.
- D. Concessionaire's status will be that of a licensee. Concessionaire will not, in any way whatsoever, be granted or conveyed any permanent easement, lease, fee, or other interest in the Concession Premises.

2. TERM

The "Initial Term" of the Concession Agreement ("Agreement") shall be for one (1) year, starting from the Effective Date of the Agreement's Initial Term, and may include no more than two

(2) subsequent one-year opportunities to renew at the Department's discretion, based upon an evaluation of the Concessionaire's performance and compliance with the terms and conditions of the Agreement. At the end of the Initial Term and prior to the start of any "Second Term," a compensation analysis will be completed. The Department, in its sole discretion, may extend the Agreement with Concessionaire to a "Second Term". A Second Term would run for one (1) year, starting from the Effective Date of the Agreement's Second Term, and may include no more than two (2) subsequent one-year opportunities to renew at the Department's discretion, based upon an evaluation of the Concessionaire's performance and compliance with the terms and conditions of the Agreement.

3. EFFECTIVE DATE

- A. For the purposes of the Agreement, the Effective Date for the commencement of the Initial Term shall be the Permit Date indicated on the Agreement.
- B. For the purposes of the Agreement, the Effective Date for the commencement of any renewal term shall be the date on which the last of the following has occurred:
 - (i) The renewal agreement is signed on behalf of Concessionaire and Department; and
 - (ii) Department dates the renewal agreement and forwards a copy to Concessionaire; and
 - (iii) The Certificate of Insurance required under the Agreement is approved by Department; and
 - (iv) Corporate resolution has been received by Department; and
 - (v) Department has approved the proposed prices for all food, alcoholic and non-alcoholic beverages, and liquor.

4. <u>COMPENSATION ANALYSIS</u>

After the expiration of the third (3rd) year under the Initial Term of the Agreement, a compensation analysis will be performed to determine if the compensation amount will be increased, decreased, or remain the same for the Second Term. Based on the reported Total Gross Revenue and/or performance of the concession, the Department may choose to increase, decrease, or maintain the compensation amount. The total amount of annual compensation will be analyzed and may be adjusted to correspond with the Department's existing rental rates for similarly performing operations.

5. REVENUE PAYMENTS AND ANNUAL INCREASE

A. For the Term of this Agreement, Concessionaire shall pay to the Department the following sum as consideration for the concession, license and privilege granted herein:

TOTAL COMPENSATION:

\$30,000.00

Said compensation shall be paid according to the following payment schedule:

PAYMENT SCHEDULE:

\$ 2,500.00 - on the 1st day of each month: (January through December)

- B. All payments shall be made at the area office, by check made payable to "Treasurer State of New Jersey". If Concessionaire fails to pay said compensation at such time and in such manner as specified herein, such failure shall constitute grounds for termination of the Agreement.
- C. All past due payments shall be assessed a monthly penalty of one and one-half (1.5%) percent of the total amount due calculated on the tenth (10^{th}) day of each month.

- D. In the event any check for payment is returned to Department, all future compensation payments shall be made by certified or cashier check only.
- E. The total amount of annual compensation shall be increased by three (3%) percent each contract period.

6. RECORDS AND AUDIT

- A. Concessionaire shall maintain complete, accurate, and detailed accounting records of all transactions pertaining to each Concession Operation covered by this Agreement that will allow Concessionaire to prepare financial statements in accordance with generally accepted accounting principles. Concessionaire shall make such records available to any authorized representative of Department upon request, as often as it is deemed necessary by Department, to determine the effectiveness of the financial management system and internal procedures that have been established by Concessionaire to ensure compliance with the terms and conditions of the Agreement and that the financial statements, cash register receipts, and reports present fairly the results of Concessionaire's operations pursuant to the Agreement. Said records shall be maintained and made available to Department for a period of six (6) years after the termination or expiration of the Agreement. Concessionaire shall maintain separate sales records for each of the following concession locations: Restaurant; Restaurant Bar; Halfway House; Mobile Food/Beverage Carts; and Banquets/Catering Events.
- B. All Restaurant, Restaurant Bar, and Halfway House sales shall be recorded by means of cash registers that publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded on a sales slip. Said cash registers shall, in all cases, have locked-in sales totals and transaction counters that constantly accumulate and that cannot, in either case, be reset. In addition, such cash registers must have a tape located within the register upon which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be recorded on a daily basis. In the event of technical or electrical failure of the cash registers, Concessionaire shall record all transactions by hand and issue a sequentially pre-numbered customer's receipt in like manner.

Each cash register must have the following:

- Dual Tape/Readable tape (customer must be offered a receipt)
- Customer Display
- Continuous grand total
- Cumulative "Z" counter
- Current printed date on detail tape

7. DAILY RECEIPTS AND BANK ACCOUNT

- A. Under the Agreement, Concessionaire is required to maintain a daily record of all gross receipts derived from the Concession Operation. This record shall be available at all times. Concessionaire also shall maintain daily "Z" reports that provide a breakdown and accounting of all sales activity for each day.
- B. All cash received by Concessionaire shall be deposited into a single bank account, maintained at a bank located within the State of New Jersey and maintained solely for subject Concession Operation, through which all financial transactions (including but not limited to deposits, withdrawals, and purchases) must pass.

8. MONTHLY REPORT

On or before the tenth (10th) of each month during operation, Concessionaire shall provide Department with the following: (1) a "Monthly Concession Report" containing a Statement of Total Gross Receipts, excluding New Jersey State Sales Tax, derived by Concessionaire from operation of the Concession and any other Concession-related operation approved by Department during the previous month; and (2) the daily "Z" tapes for that month showing each day's sales activity.

9. <u>ANNUAL REPORT</u>

Concessionaire shall submit to Department, no later than November 15th of each term the Agreement is in effect, an Annual Financial Statement including the following: Total Gross Revenue; Cost of Sales; Operating Expenses; and Net Profit from State Park Concession Operations. Said financial statement shall be signed and certified by a Certified Public Accountant (CPA) or shall be attached to a letter signed by a CPA certifying the information is truthful and accurate.

10. HOURS OF OPERATION AND LIMITATIONS

The Concession Operation shall be open for business during the following dates, days, and hours:

A. Each Concession Premises shall be open for business as follows:

(i) Restaurant

- (a) Lunch A complete lunch menu shall be available and served throughout the term of the Agreement, with the exception of those times agreeable to the Concessionaire and Department, for which the golf course and Restaurant may be closed. The hours for lunch shall be 11:30 a.m. to 4:00 p.m.
- (b) Dinner A complete dinner menu shall be available and served throughout the term of the Agreement, with the exception of those times agreeable to the Concessionaire and Department, for which the golf course and Restaurant may be closed. The hours of operation for dinner shall be 4:00 p.m. to 10:00 p.m.
- (c) Breakfast Concessionaire has the option to provide a breakfast menu. Requirements under "Prices" section will also apply to the Breakfast menu. The Superintendent and concessionaire will determine the hours and days of operation.

(ii) Restaurant Bar

- (a) The hours of operation for serving alcoholic beverages and liquor shall be Monday through Saturday, from 11:30 a.m. to 2:00 a.m., and Sunday, from 12:00 p.m. to 2:00 a.m. A complete selection of beer (imported and domestic), wines, and liquor, as approved by Department, shall be available for public consumption.
- (b) No package goods shall be sold from the Restaurant, Restaurant Bar, or Halfway House of Spring Meadow.

(iii) <u>Halfway House</u>

- (a) The Concessionaire will be required to dispense non-alcoholic beverages, lunch-type food items, and snack commodities from the Halfway House.
- (b) The minimum hours of operation for the Halfway House shall be as follows:
 - (1) From May 1 to September 30, Concessionaire shall provide continuous, uninterrupted service on Sunday through Saturday, from 8:00 a.m. to 7:00 p.m.
 - (2) From October 1 to April 30, Concessionaire shall provide continuous, uninterrupted service, based on weather and golf course conditions, on Sunday through Saturday, from 8:00 a.m. to 4:00 p.m.

Concessionaire also shall provide service during any other hours of operation as may be determined by the golf course superintendent and Concessionaire.

(iv) Mobile Food/Beverage Carts

- (a) The Concessionaire may dispense non-alcoholic beverages and food snack commodities from Mobile Food/Beverage Carts.
- (b) The hours of operation for the Mobile Food/Beverage Carts shall be as follows:
 - (1) From May 1 to September 30, Concessionaire shall provide continuous, uninterrupted service on Sunday through Saturday, from 8:00 a.m. to 7:00 p.m.
 - (2) From October 1 to April 30, Concessionaire shall provide continuous, uninterrupted service, based on weather and golf course conditions, on Sunday through Saturday, from 8:00 a.m. to 4:00 p.m. Concessionaire also shall provide service during any other hours of operation as may be determined by the golf course superintendent and Concessionaire.

(v) Banquets/Catering Events

- (a) Concessionaire shall have the privilege to conduct banquets, special events, and catered affairs from the Spring Meadow Inn.
- (b) At no time shall the general public be precluded from accessing and using the Spring Meadow Inn, specifically the Restaurant Bar and the seating area in front of the bar ("Restaurant Bar Seating Area").
- B. The rights and privileges granted to Concessionaire pursuant to this Agreement shall not prevail over any activities, events, or affairs scheduled or permitted by Department as part of the operation of Spring Meadow. Department may schedule or permit such activities, events, or affairs without any interference from Concessionaire.
- C. The golf course superintendent shall be the sole authority to determine whether or not an area will be closed due to inclement weather. The Department shall not be responsible to Concessionaire for any loss or damage caused by such determination.
- D. The golf course may be closed each year from January 1 to February 15 due to weather and conditions on the golf course. Such closing of the golf course will not restrict restaurant or banquet/catering operations at Spring Meadow.
- E. Concessionaire shall schedule all deliveries and pickups during the normal operating hours of the Concessions Operations or shall arrange for deliveries and pickups in such a manner that will not interfere with or involve State Park Service personnel.
- F. Hours of operation will be prominently displayed at the entrance of the "Restaurant". Signage must be professional in appearance, neat, and made of weatherproof material, if displayed outside.

11. PRICES

Prices for all food, alcoholic and non-alcoholic beverages, and liquor shall be submitted to and approved by Department in writing before any proposed price can become effective. Proposed prices to be charged must be submitted and approved at least thirty (30) days prior to initial opening of the Concession and on a yearly basis thereafter for the duration of the Agreement. All prices shall be properly displayed in prominent places at all times. Price signage must be professional in appearance, neat, and made of weather-proof materials.

12. STAFF

- Concessionaire shall engage a sufficient number of reliable, competent, and qualified staff of legal age for operation and management of each concession location covered by the Agreement, to provide security for the staff, and to meet the needs of the public unless an alternative staffing plan is approved by the superintendent in writing. Said approved alternative staffing plan shall be attached to and made a part of the Agreement. If Department determines that Concessionaire has not provided a sufficient number of reliable, competent, and qualified staff of legal age for the operation and management of the Concession Premises, Concessionaire shall, immediately upon receipt of written notification from Department, correct the staffing deficiencies described in said notice. If the deficiencies described in said notice are not corrected by Concessionaire immediately upon receipt of written notification, Department reserves the right to do the following: (1) suspend Concessionaire's operation of the Concession Premises, pending correction of the deficiencies; (2) obtain the service of reliable, competent, and qualified staff of legal age to operate said concession facility for Concessionaire for the remainder of the then current operating season; or (3) terminate the Agreement. Concessionaire shall compensate any staff obtained by Department for the remainder of the then current operating season and shall reimburse Department for all costs incurred by Department in obtaining appropriate staff. Concessionaire shall not be entitled to any abatement of revenue payment resulting from any suspension or other action taken by Department under this Paragraph, and Department shall not be liable to Concessionaire, or any party claiming through Concessionaire, for any claim, liability, or damages resulting from said action by Department.
- B. Concession employees are to wear apparel and name tags to identify and distinguish them as concession employees. The type of apparel and identification shall be pre-approved by Department.

13. COMPLIANCE AND PERFORMANCE EVALUATION

Mandatory concessionaire evaluation and compliance review meetings shall be conducted annually during three (3) specified periods. The meetings shall review all aspects of the operation, insuring that quality public services are being provided on a continuing basis in accordance with the bid specifications and the Agreement, that operational problems/concerns are addressed on a timely basis, and that all terms and conditions are clearly understood. The meetings shall be held on site with appropriate State Park Service staff, the on-site concession manager, and a management/supervisory representative of the concession firm. An evaluation form shall be utilized to document the evaluation meeting, which will identify any deficiencies and the corrective action required. A copy of the completed evaluation form shall be provided to the on-site concession manager or the management/supervisory representative of the concession firm and shall be attached to and made a part of the Agreement. The mandatory meetings shall be conducted annually during the following periods:

- Meeting #1 During the month of March.
- Meeting #2 During the first two (2) weeks of July.
- Meeting #3 During the two (2) weeks immediately after Labor Day.

14. <u>EQUIPMENT</u>

The State-owned equipment ("Equipment") has been installed on the Concession Premises for use by Concessionaire to provide full, complete, and efficient service to the public. Concessionaire shall be responsible for providing any and all additional equipment. However, Concessionaire shall first submit a written request to and obtain the written approval of Department for the installation and use of said equipment.

15. MAINTENANCE OF CONCESSION PREMISES & EQUIPMENT

- A. Concessionaire shall preserve and maintain in good and clean condition, reasonable wear and tear excepted, the Concession Premises and all Equipment. Concessionaire is solely responsible for the maintenance and cleanliness of the Concession Premises and Equipment.
- B. Regular maintenance and repair costs associated with the Concession Premises and Equipment shall be the sole responsibility of the Concessionaire.

- C. Concessionaire shall be solely responsible for the following:
 - (i) Interior maintenance of all structures and cleanliness of the entire Concession Premises;
 - (ii) Regular cleaning and degreasing of the blacktop area, shipping/receiving area, and trash container area, all in rear of the Restaurant;
 - (iii) Snow removal from the front entrance area, sidewalk from the front entrance to the parking lot, and back door area of Restaurant;
 - (iv) Cleaning and trash pickup from the front and rear of Restaurant and all areas around the Halfway House;
 - (v) Cleaning and replacement, as needed, of all window trim, drapes, shades, screens, blinds, etc.;
 - (vi) Daily sweeping, maintenance, and quarterly professional cleaning of all carpeted areas, as well as replacement of same, as needed, with spike proof carpeting;
 - (vii) Daily bathroom maintenance and upkeep as well as repair of all fixtures, floors, and walls as needed;
 - (viii) Annual refinishing of all woodwork;
 - (ix) Bi-annual inspection, service and/or repair of Ansul fire protection system after discharge or as required. A copy of the inspection report must be provided to the Superintendent;
 - (x) Annual painting of kitchen and Restaurant interior;
 - (xi) Bi-annual degreasing and deep cleaning of kitchen. Concessionaire shall service and complete bi-annual cleaning of the exhaust systems, including the roof vent, on an annual basis and shall post a notice of said cleaning, as provided by the cleaning service obtained. A copy of the cleaning report must be provided to the Superintendent;
 - (xii) Quarterly service/cleaning of main grease trap and drains. Septic and grease tanks must be pumped bi-annually (during the months of April and October) and proof of the pumping completion must be provided to the Superintendent; and
 - (xiii) Maintenance (including emergency repair) and annual inspection of:
 - (a) Plumbing systems
 - (b) Heating units
 - (c) Hot water heater
 - (d) Air conditioning units
 - (e) Walk-in refrigerator and freezer, reach-in refrigerator and freezer and refrigerated sandwich units
 - (f) Beer tap delivery system
 - (g) Ice Machine
 - (h) Fire monitoring system (A copy of the annual inspection report must be provided to the Superintendent.)
- D. Upon expiration or termination of the Agreement, Concessionaire shall deliver up peaceable possession of the Concession Premises to Department in as good and clean condition as the Concession Premises was made available at the commencement of the Agreement, reasonable wear and tear excepted. In the event that Concessionaire does not deliver up possession as herein provided, Department may restore the Concession Premises to such condition, and the cost thereof

shall be paid by Concessionaire to Department within fifteen (15) days of Department's demand for payment.

16. GARBAGE DISPOSAL, RECYCLING, AND BIODEGRADABLE MATERIALS

- A. Concessionaire shall be responsible for maintaining the cleanliness of the Concession Premises. Concessionaire shall ensure placement of all garbage and trash generated by the Concession Operation in designated containers and that said containers are emptied daily, or as more frequently required by the Department, at a location within Spring Meadow designated by the Department. Disposal costs from this location shall be borne by the Concessionaire. Concessionaire shall provide such additional trash containers as may be required to keep the immediate Concession Premises clean at all times. The type of trash containers provided by the Concessionaire shall be approved by the Department prior to installation.
- B. Concessionaire shall comply with any and all recycling requirements and regulations promulgated by the Department's Office of Recycling. Disposal costs from this location shall be paid in full by the Concessionaire.
- C. Any wrappings, containers, bowls, plates, carton, or cups that are not intended for reuse must be composed of biodegradable material. Biodegradable material is defined as follows: MATERIAL CAPABLE OF BEING BROKEN DOWN FROM A COMPLEX MOLECULAR STRUCTURE INTO SIMPLER GASSES AND ORGANIC COMPOUNDS BY LIVING MICROORGANISMS.
- D. No glass containers of any kind shall be used in the dispensing of food or beverages, except for food and beverages consumed inside the Restaurant. Glass containers for food or beverages shall be prohibited outside of the Restaurant.

17. <u>UTILITY AND SERVICE EXPENSES</u>

- A. Concessionaire is responsible for the payment of any and all utility and service charges related to the Concession Operation for the duration of the Agreement, except to the extent that said charges are attributable to the Department's use of the Concession Premises. Said charges may include, but are not limited to, the following: electric; propane; telephone; security system monitoring; septic system pumping; grease trap cleaning; annual exhaust hood cleaning; and beer tap system line cleaning, as needed.
- B. Concessionaire shall be responsible for the payment of all utility and service charges related to the following:
 - (i) Electrical service to the Restaurant and Restaurant Bar (Meter #S07019386);
 - (ii) Electrical service to the lighted sign at entrance of Restaurant (Meter #A833466541);
 - (iii) Propane gas supplies (under State contract);
 - (v) Electrical service to Halfway House (Meter to be installed); and
 - (vi) Security system monitoring of the Restaurant (under State Contract);
- C. Upon termination of the Agreement, the Concessionaire agrees to refill the propane tank to maximum capacity.

18. TAXES

All taxes and assessments, if any, arising out of the use and operation of the Concession Premises shall be paid by Concessionaire. If any tax or assessment may be legally paid in installments, Concessionaire shall have the option to pay such tax or assessment in installments, except that each installment thereof and all interest thereon must be paid by the final date fixed for the payment thereof, and in the event that the whole amount thereof is not paid prior to the

expiration of the Agreement, payment shall remain a continuing obligation of Concessionaire after the expiration or termination of the Agreement. Concessionaire shall furnish to Department, within ten (10) days of demand therefor, proof of the payment of any such tax or assessment.

19. RULES AND REGULATIONS

Concessionaire shall comply with all rules and regulations promulgated by the Department and all applicable rules and regulations promulgated by the New Jersey State Department of Health and Senior Services.

20. <u>ADVERTISEMENT AND PROMOTION</u>

- A. Concessionaire shall not advertise in any manner or form on or about the Concession Premises or any other part of Spring Meadow, except by means of such signs or forms of advertising as first shall be approved by the Department.
- B. Concessionaire shall, in all promotion and advertisement of the Concession Premises and any scheduled event(s) at or pertaining thereto, provide that the Concession Premises is administered by the State of New Jersey, Department of Environmental Protection, Division of Parks and Forestry, as part of Spring Meadow Golf Course.
- C. Prior to the implementation of any and all promotion and advertisement of the Concession Premises and any scheduled event(s) at or pertaining thereto, Concessionaire shall submit, and obtain Department's written approval of, all plans for promotion and advertisement of the Concession Premises. Such approval shall not be unreasonably withheld. In the event that Department does not approve or disapprove an advertisement or promotion plan within fifteen (15) days of receipt thereof, said plan shall be deemed as approved.

21. <u>INDEPENDENT PRINCIPAL</u>

Concessionaire's status shall be that of an independent principal and not as an agent or employee of the Department.

22. <u>INDEMNIFICATION</u>

- A. Concessionaire shall, for itself, its successors, and assigns, assume all risk and liabilities arising out of the management, maintenance, and operation of the Concession and covenants to defend, protect, indemnify, and save harmless Department and each and every of its officers, agents, employees, successors, and assignees and hereby releases Department and each and every of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature arising from the following:
 - (i) any injury to, or the death of, any person in or on or any damage to property which occurs in, on, or about the Concession Premises or upon any sidewalk, walkway, or patio within the Concession Premises or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Concession Premises or the construction or repair of any improvements of the Concession Premises;
 - (ii) any act, error, or omission of Concessionaire, its agents, servants, employees, contractors, invitees, and anyone claiming by or through Concessionaire in the performance of the Agreement; and
 - (iii) violation of any agreement or condition of the Agreement by Concessionaire, its agents, employees, contractors, invitees, and anyone claiming through Concessionaire of any contracts and agreements of record concerning the Concession Premises and restrictions of record or any law, ordinance, or regulation affecting the Concession Premises or any part thereof or the ownership, occupancy, or use thereof.

- B. Department shall, as soon as practicable after a claim has been made against it, give written notice thereof to Concessionaire, along with full and complete particulars of the claim. If suit is brought against Department or any of its agents, servants, and/or employees, Department shall expeditiously forward or have forwarded to Concessionaire every demand, complaint, notice, summons, pleading, or other document received by or then in the possession of Department or its representatives.
- C. It is expressly agreed and understood that any approval by Department of Concessionaire's operation of Concession Premises shall not operate to limit the obligations of Concessionaire assumed pursuant to the Agreement.
- D. Concessionaire's liability pursuant to this Paragraph shall continue after the termination or expiration of the Agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to such termination or expiration.
- E. Concessionaire's indemnification obligations are not limited by, but are in addition to, the insurance obligations contained in the Agreement.

23. <u>INSURANCE</u>

- A. Concessionaire shall, for each Concession Operation described in the Agreement, secure and maintain, in full force and effect on or before the date that Concessionaire is required to commence annual operation of each concession facility under the Agreement and throughout the term of Concessionaire's annual occupancy thereof, the following types and amounts of insurance coverage:
- 1. Public liability as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include the following:
 - (a) Broad Form Comprehensive General Liability;
 - (b) Premises/Operations;
 - (c) Products/Completed Operations;
 - (d) Protection and Indemnity; and
 - (e) Concessionaire owned, operated, or non-owned motor vehicles.

The limits of liability for Bodily Injury and Property Damage shall not be less than One Million Dollars (\$1,000,000.00) per occurrence combined single limits for each location covered by the Agreement.

- 2. Worker's Compensation insurance applicable to the laws of the State of New Jersey and Employers' Liability insurance with the limits of not less than:
 - (a) \$100,000.00 Bodily Injury Each Occurrence
 - (b) \$100,000.00 Disease Each Employee
 - (c) \$500,000.00 Disease Aggregate Limit
- 3. Property insurance to cover loss or damage on an "All Risk" of physical loss form of coverage against fire, loss, theft, and damage on the contents of the Concession Premises owned by Concessionaire. Said insurance shall be in an amount not less than the appraised value of those contents. Concessionaire shall obtain and provide, at its own expense, an appraisal of the contents owned by Concessionaire for the purpose of obtaining and maintaining the aforementioned insurance.
- 4. Such other insurance, and in such amounts as may from time to time be reasonably required by Department, in consultation with Concessionaire, against other insurable hazards which at the time are commonly insured against in the case of concession operations similarly situated with due regard to the type of building, its construction, and the type of concession operation.
- 5. The limits of liability described in (1) through (4) above shall be increased from time to time to meet changed circumstances, including but not limited to changes in the

purchasing power of the dollar, as measured by changes in the United States Consumer Price Index and changes indicated by plaintiffs' verdicts in personal injury actions.

B. All insurance policies providing the coverage required under the Agreement shall be obtained from an insurance company authorized to do business in the State of New Jersey and shall, except for Worker's Compensation Insurance under the Agreement, name the State of New Jersey, Department of Environmental Protection as an "Additional Insured." Prior to the date that Concessionaire is required to commence annual operation of the Concession Premises, Concessionaire shall provide Department with a current certificate of insurance, in form and substance satisfactory to the Department, showing that Concessionaire has obtained the insurance coverages required in the Agreement for the Concession Operation. The certificate shall provide that the insurance coverages shall not be canceled for any reason, except after thirty (30) days' written notice to:

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF PARKS AND FORESTRY
OFFICE OF CONCESSIONS
501 EAST STATE STREET, 4TH FLOOR
P.O. BOX 404
TRENTON, NEW JERSEY 08625-0404

The certificate of insurance shall also provide for thirty (30) days' notice, in writing, to Department prior to any expiration or non-renewal during the term the insurance is required to be maintained in accordance with the Agreement. Concessionaire shall further be required to provide Department with valid certificates of renewal of the insurance upon expiration of the policies, except where otherwise provided in this Paragraph. Concessionaire also shall, upon request, provide Department with copies of each policy required under the Agreement certified by the agency or underwriter to be true copies of the policies provided to Concessionaire.

- C. In the event that Concessionaire fails or refuses to renew any of its insurance policies to the extent required by the Agreement, or if any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of the Agreement, Department may immediately suspend all of Concessionaire's operations on the Concession Premises until Concessionaire obtains insurance coverage in satisfactory form and in compliance with the Agreement or may proceed to default Concessionaire and terminate the Agreement.
- D. Concessionaire expressly understands and agrees that any insurance protection required by the Agreement shall in no way limit Concessionaire's obligations under the Agreement and shall not be construed to relieve Concessionaire from liability in excess of such coverage, nor shall it preclude Department from taking such other actions as are available to it under any provisions of the Agreement or otherwise in law or equity.

24. <u>COMPLIANCE WITH LAWS, LICENSES, PERMITS, AND INSURANCE POLICIES</u>

- A. For the duration of the Agreement, Concessionaire shall obtain, pay for, maintain, and comply with all licenses, permits, authorizations, or any other documents required by any applicable government agency having jurisdiction over the Concession Premises or the conduct of Concessionaire's operations thereon. Concessionaire shall provide Department with written evidence that such applicable licenses, permits, authorizations, or other required documents have been obtained no later than ten (10) days prior to commencement of the activity or operation covered by the license, permit, authorization, or other documentation as shall be required by the Agreement.
- B. Concessionaire shall, at its sole cost and expense, comply with all duly promulgated and applicable federal and State laws, rules, ordinances, and orders affecting the conduct of the Concession Operation described in the Agreement.
- C. Concessionaire shall comply with the requirements of all insurance policies required by the Agreement.

D. If Concessionaire:

- (i) receives a notice of failure to comply with the insurance required by the Agreement;
- (ii) is issued a summons or any notice of violation of any license, permit, certification, authorization, approval, or any similar instruments required by any governmental authority having jurisdiction necessary to maintain and operate the Concession in accordance with the provisions of the Agreement; or
- (iii) is issued a summons for violation of any duly promulgated and applicable federal, State, county, municipal, and other governmental laws, rules, ordinances, or orders affecting the Concession Operation or any part thereof.

Concessionaire shall immediately forward a copy of the notice of non-compliance, summons, or notice of violation to Department, and Concessionaire shall have such amount of time to correct said violation as is prescribed in the notice or summons. If such violation is not cured within the prescribed period or any extension thereof, it shall be deemed a material breach of the Agreement, and Department, in addition to declaring a default of the Agreement by Concessionaire, may suspend Concessionaire's operation of all or the affected portion of the Concession Premises.

E. Concessionaire shall indemnify Department against all liability, claim, loss, or payment of any kind arising from Concessionaire's failure or omission to comply with any such insurance policy, license, permit, certification, authorization, approval, or any applicable federal or State law, rule, ordinance, or order.

25. <u>INSPECTION</u>

Concessionaire shall make each area of the Concession Premises available for inspection at any time by any authorized representative of Department to assure compliance with the terms and conditions of this Agreement.

26. PUBLIC USE

Concessionaire shall not be construed as to affect the privileges accorded to the public's use of the area or to restrain or prevent individual persons or groups of persons from bringing their own food, drink, and recreational equipment into Spring Meadow.

27. NO DISCRIMINATION

- A. Concessionaire shall comply, in the performance of the Agreement, with all applicable State, federal, and local statutes, rules, and regulations relating to discrimination and affirmative action, including but not limited to N.J.S.A. 10:2-4, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and Title IV of the Civil Rights Act of 1984 (P.L. 88-352).
- B. Concessionaire shall not discriminate on the basis of age, national origin, race, creed, color, sexual orientation, or sex in the use of the Concession Premises by the public.

28. PAYMENT ABATEMENT

- A. In the event that Concessionaire is unable to operate the Concession as a direct result of the performance, failure to perform, or negligent performance of the Department, its officers, agents, and employees of any act under the control or responsibility of Department, Concessionaire may be considered for an abatement of revenue payment for the period that the Concession cannot be operated. Circumstances for consideration of abatement shall include but not be limited to disruption caused by construction activities in or around the Concession Premises and interruption of utility service.
- B. To be eligible for consideration for payment abatement, Concessionaire must submit to Department a written abatement request signed by the superintendent setting forth specific details and circumstances comprising grounds for abatement and the amount of abatement requested. Said

request must be submitted to Department within twenty (20) days of any cause for which abatement is claimed.

C. All abatement awards shall be adjusted, disbursed, or credited after all final reports and payments are received.

29. FINAL DECISION

Concessionaire covenants that the decision of the Commissioner of the Department, relative to the performance of the terms of the Agreement, shall be final and conclusive.

30. <u>CORPORATION</u>

- A. For any Concessionaire that presents itself or represents itself as a corporation operating or doing business in the State of New Jersey, all papers of incorporation shall be provided to Department, along with renewals, changes, or any other documents that in any way affect the current or future status of Concessionaire as a legal corporation.
- B. Concessionaire shall adopt a resolution authorizing the execution of the Agreement by Concessionaire. Concessionaire shall submit a copy of said resolution to Department prior to execution of the Agreement by Department.

31. <u>ASSIGNMENT OR SALE OF INTERESTS</u>

Concessionaire shall not assign the Agreement or sell controlling interest in the Concession without first obtaining the express written approval of Department.

32. PAY TO PLAY

Concessionaire is responsible to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, section 3) if the contractor receives contracts in excess of Fifty Thousand (\$50,000) dollars from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

33. <u>ENTIRE AGREEMENT</u>

This Agreement represents the entire agreement between the parties, and all negotiations, oral agreements, and understandings are merged herein. This Agreement may be amended, supplemented, changed, modified, or altered only upon mutual agreement of the parties hereto in writing.

34. WAIVER OF TRIAL

It is mutually agreed between Department and Concessionaire that they hereby waiver trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement or the relationship of the Department and Concessionaire, the Concessionaire's use or occupancy of the Concession Premises, and/or any claim of injury of damage.

35. SUBMISSIONS, APPROVALS, AND NOTICES

The parties hereto agree that all submissions, approvals, and notices that may be required under this Agreement shall be forwarded by certified mail, return receipt requested to the address that appears on page one (1) of this Agreement. Either Department or Concessionaire may at any time change such address by mailing a notice of change to the stated address at least ten (10) days prior to the effective date of such change.

36. WAIVER

Failure of either party to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of breach of any provision of this Agreement shall be deemed waiver of breach of any other provision or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies that either party may have under this Agreement or by operation of law, either at law or in equity, by reason of a breach by the other party, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with any other right or remedy, and any two (2) or more or all of such rights and remedies may be exercised at the same time. Acceptance by either party of any of the benefits of this Agreement with knowledge of any breach thereof by the other party shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

37. <u>SUPERSEDES</u>

This Agreement supersedes and cancels all prior agreements covering the Concession Premises.

38. SUCCESSION AND BINDING AGREEMENT

Except as otherwise set forth herein, all of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assignees of the respective parties hereto and binding on Trustee in bankruptcy.

39. HEADINGS

The article, paragraph, and subparagraph headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

40. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

	STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
	By: They wale
	Amy Cradic, Assistant Commissioner Natural and Historic Resources Date:
	CONCESSIONAIRES
By: Jances O Conor	By: Kul Cusa
Witness Date: $8/24/09$	Paul Cusa Date: 8 /24/09
Date: <u>8/8-1/0/</u>	By:
	Sean Hagan Date: 824 69
THIS AGREEMENT HAS T REVIEWED AND APPRO	
ATTORNEY GENERAL STATE OF NEW JERSEY	
Ву:	
Deputy Attorney General P/5/09	eral
/ /	

RFP - Exhibit D

SPRING MEADOW GOLF COURSE

Green Fees	
Weekday	\$ 28.00
Twilight Weekday	\$ 23.00
Senior Citizens (NJ Resident Age 62 and over Weekdays only) Proof of ID required	\$ 19.00
Weekends and Designated State Holidays	\$ 33.50
Twilight Weekends and Designated State Holidays	\$ 28.00
Golf Carts	
Power (Daily)	\$ 39.06*
Power (Twilight)	\$ 32.64*
Hand Carts	\$ 6.96*
Driving Range	
Small Basket	\$ 5.89*
Large Basket	\$ 9.10*
Club Rental	\$ 25.68*

^{*} Prices listed include applicable New Jersey State Sales Tax

	FISCAL YEAR COMPARISONS							
		FY 06		FY07		FY08	FY09	FY10
ROUNDS								
Sr. Citizens		12,633		13,377		11,290	9,166	9,590
Weekdays		8,201		7,016		7,088	5,662	4,822
Weekday Twilight		3,647		3,431		3,318	2,501	2,760
Weekend & Holidays		10,483		10,645		10,492	8,438	7,266
Weekend & Hol. Twilight		1,715		1,714		1,847	1,294	2,126
High School		373		519		817	825	432
TOTAL ROUNDS		37,052		36,702		34,852	27,886	26,996
GREEN FEES								
Sr. Citizens	\$	176,862.00	\$	197,526.00	\$	203,220.00	\$ 167,974.00	\$ 182,210.00
Weekdays	\$	205,025.00	\$	175,400.00	\$	177,200.00	\$ 146,572.00	\$ 135,016.00
Weekday Twilight	\$	74,763.50	\$	70,335.50	\$	68,019.00	\$ 53,193.00	\$ 63,480.00
Weekend & Holidays	\$	314,490.00	\$	319,170.00	\$	314,760.00	\$ 264,914.00	\$ 243,411.00
Weekend & Hol. Twilight	\$	42,875.00	\$	42,850.00	\$	46,175.00	\$ 34,015.00	\$ 59,528.00
High School	\$	4,953.00	\$	3,373.50	\$	5,310.50	\$ 4,717.50	\$ 3,262.50
TOTAL GREEN FEES	\$	818,968.50	\$	808,655.00	\$	814,684.50	\$ 671,385.50	\$ 686,907.50
TOURNAMENT DEPOSITS								
RENTAL								
Power Carts	\$	270,697.14	\$	273,924.53	\$	279,597.50	\$ 233,892.44	\$ 229,311.25
Twilight Power Carts	\$	44,929.08	\$	42,852.42	\$	46,696.50	\$ 33,386.25	\$ 47,549.50
Hand Carts	\$	8,501.22	\$	7,368.87	\$	7,760.50	\$ 6,484.50	\$ 7,566.00
Golf Clubs	\$	1,723.80	\$	1,692.32	\$	1,548.00	\$ 1,471.50	\$ 1,176.00
TOTAL RENTALS	\$	325,851.24	\$	325,838.14	\$	335,602.50	\$ 275,234.69	\$ 285,602.75
PRO SHOP SALES								
Clubs & Bags	\$	2,498.23	\$	2,101.90	\$	2,113.40	\$ 910.11	\$ 1,775.02
Golf Balls	\$	15,404.82	\$	15,075.66	\$	14,870.51	\$ 11,559.89	\$ 10,419.61
Hats	\$	1,994.67	\$	1,596.80	\$	1,264.09	\$ 1,510.08	\$ 1,080.20
Gloves	\$	6,169.64	\$	5,471.82	\$	5,211.62	\$ 4,486.50	\$ 3,607.53
Clothing	\$	1,282.79	\$	1,493.98	\$	2,269.10	\$ 1,326.19	\$ 966.75
Shoes	\$	2,663.30	\$	1,863.00	\$	1,634.20	\$ 2,171.10	\$ 2,279.50
Accessories	\$	4,299.97	\$	6,718.70	\$	4,921.39	\$ 4,066.35	\$ 3,415.67
TOTAL PRO SHOP SALES	\$	34,313.42	\$	34,321.86	\$	32,284.31	\$ 26,030.22	\$ 23,544.28
HANDICAP FEES	\$	3,557.40	\$	4,080.50	\$	4,117.50	\$ 3,421.00	\$ 3,186.00
SALES TAX COLLECTED	\$	23,640.21	\$	27,189.00	\$	28,126.93	\$ 22,983.77	\$ 23,566.60
DRIVING RANGE BUCKETS		6,848		6,700		6,940	4,759	4,326
DRIVING RANGE REVENUE	\$	38,788.08	\$	37,830.13	\$	41,121.00	\$ 30,701.00	\$ 30,759.00
REGISTER TOTAL	\$	1,245,118.85	\$	1,237,914.63	\$	1,255,936.74	\$ 1,029,756.18	\$ 1,053,566.13

Object Summary for Spring Meadow Golf Course 2006

	Object	Total	Total Allocated	Total Credited	Balance
	12OT - Overtime	\$17,722.76	\$25,000.00	\$0.00	\$7,277.24
	12S- Park Seasonal Services	\$126,715.50	\$150,000.00	\$0.00	\$23,284.50
	21 - Printing and Office Supplies	\$3,260.33	\$3,700.00	\$0.00	\$439.67
	22 - Vehicular	\$18,371.56	\$19,100.00	\$0.00	\$728.44
	24 - Household and Clothing	\$10,424.08	\$10,700.00	\$0.00	\$275.92
	25 - Fuel and Utilities	\$39,437.50	\$40,000.00	\$0.00	\$562.50
	26 - Other Materials and Supplies	\$30,985.34	\$31,000.00	\$0.00	\$14.66
	30 - Travel	\$0.00	\$0.00	\$0.00	\$0.00
	32 - Postage	\$160.00	\$500.00	\$0.00	\$340.00
	34 - Data Processing	\$1,163.40	\$1,300.00	\$0.00	\$136.60
	35 - Household and Security	\$4,674.62	\$6,000.00	\$0.00	\$1,325.38
	36 - Professional Services	\$10,379.57	\$11,200.00	\$0.00	\$820.43
	38 - Other Services	\$2,452.00	\$3,000.00	\$0.00	\$548.00
	40 - Maintenance of Buildings and Grounds	\$67,064.28	\$68,000.00	\$0.00	\$935.72
	41 - Maintenance of Equipment	\$28,938.48	\$36,500.00	\$112.50	\$7,674.02
	42 - Maintenance of Vehicles	\$1,869.06	\$5,000.00	\$0.00	\$3,130.94
	47 - Rent - Other	\$67,467.68	\$75,000.00	\$0.00	\$7,532.32
	76- Other Equipment	\$0.00	\$70,000.00	\$0.00	\$70,000.00
Grand Total		\$431,086.16	\$556,000.00	\$112.50	\$125,026.34

Wednesday, December 29, 2010

Page 1 of 1

Object Summary for Spring Meadow 2007

Grand Total

Object	Total Allocated	Total	Total	Balance
12OT - Overtime	\$25,000.00	\$19,119.50	\$0.00	\$5,880.50
12S- Park Seasonal Services	\$150,000.00	\$145,850.50	\$0.00	\$4,149.50
21 - Printing and Office Supplies	\$4,000.00	\$2,961.70	\$0.00	\$1,038.30
22 - Vehicular	\$26,000.00	\$23,056.00	\$0.00	\$2,944.00
23 - Medical, Education and Rehabilitation				
24 - Household and Clothing	\$11,000.00	\$6,577.07	\$0.00	\$4,422.93
25 - Fuel and Utilities	\$50,000.00	\$45,487.16	\$0.00	\$4,512.84
26 - Other Materials and Supplies	\$35,000.00	\$22,978.84	\$0.00	\$12,021.16
30 - Travel	\$0.00	\$0.00	\$0.00	\$0.00
31 - Telephone	\$0.00	\$243.00	\$0.00	(\$243.00)
32 - Postage	\$300.00	\$106.00	\$0.00	\$194.00
34 - Data Processing	\$2,500.00	\$1,498.80	\$0.00	\$1,001.20
35 - Household and Security	\$7,000.00	\$7,263.23	\$0.00	(\$263.23)
36 - Professional Services	\$18,000.00	\$12,259.21	\$0.00	\$5,740.79
38 - Other Services	\$3,200.00	\$904.00	\$0.00	\$2,296.00
40 - Maintenance of Buildings and Grounds	\$72,000.00	\$57,938.50	\$0.00	\$14,061.50
41 - Maintenance of Equipment	\$33,000.00	\$32,527.09	\$401.96	\$874.87
42 - Maintenance of Vehicles	\$3,000.00	\$2,119.69	\$0.00	\$880.31
43 - Maintenance of State Roads				
45 - Rent				
47 - Rent - Other	\$70,000.00	\$66,375.37	\$0.00	\$3,624.63
74 - Vehicle	\$16,000.00	\$15,805.75	\$0.00	\$194.25
76- Other Equipment	\$29,000.00	\$0.00	\$0.00	\$29,000.00
	\$555,000.00	\$463,071.41	\$401.96	\$92,330.55

Wednesday, December 29, 2010

Page 1 of 1

Object Summary for Spring Meadow Golf Course 2008

	Object	Total	Total Allocated	Total Credited	Balance
	12OT - Overtime	\$22,836.24	\$26,000.00	\$0.00	\$3,163.76
	12S- Park Seasonal Services	\$159,109.75	\$170,000.00	\$0.00	\$10,890.25
	21 - Printing and Office Supplies	\$5,415.83	\$5,500.00	\$0.00	\$84.17
	22 - Vehicular	\$22,336.00	\$26,000.00	\$0.00	\$3,664.00
	24 - Household and Clothing	\$6,324.13	\$6,500.00	\$0.00	\$175.87
	25 - Fuel and Utilities	\$52,305.62	\$58,000.00	\$30.73	\$5,725.11
	26 - Other Materials and Supplies	\$28,063.06	\$29,000.00	\$0.00	\$936.94
	30 - Travel	\$0.00	\$0.00	\$0.00	\$0.00
	31 - Telephone	\$0.00	\$250.00	\$0.00	\$250.00
	32 - Postage	\$190.00	\$250.00	\$0.00	\$60.00
	34 - Data Processing	\$1,498.80	\$1,600.00	\$0.00	\$101.20
	35 - Household and Security	\$7,586.55	\$8,100.00	\$0.00	\$513.45
	36 - Professional Services	\$14,448.24	\$15,600.00	\$0.00	\$1,151.76
	38 - Other Services	\$5,658.00	\$6,700.00	\$0.00	\$1,042.00
	40 - Maintenance of Buildings and Grounds	\$44,799.99	\$45,200.00	\$0.00	\$400.01
	41 - Maintenance of Equipment	\$25,178.79	\$26,300.00	\$0.00	\$1,121.21
	42 - Maintenance of Vehicles	\$2,666.03	\$4,500.00	\$0.00	\$1,833.97
	47 - Rent - Other	\$66,067.82	\$66,500.00	\$0.00	\$432.18
	74- Vehicle	\$0.00	\$0.00	\$0.00	\$0.00
	76- Other Equipment	\$28,219.94	\$30,000.00	\$0.00	\$1,780.06
Grand Total		\$492,704.79	\$526,000.00	\$30.73	\$33,325.94

Additional Costs: \$609,499.00 for Permanent Salaries, Fringe Benefits for Permanent and Seasonal Employees and Clothing Costs.

Total Expense FY'2008: \$1,102,204.00

Object Summary for Spring Meadow 2009

	Object	Total Allocated	Total Expended	Total Credited	Balance
		\$0.00	\$0.00	\$0.00	\$0.00
	12OT - Overtime	\$30,000.00	\$9,956.46	\$0.00	\$20,043.54
	12S- Park Seasonal Services	\$180,000.00	\$151,939.50	\$0.00	\$28,060.50
	21 - Printing and Office Supplies	\$5,000.00	\$2,466.53	\$0.00	\$2,533.47
	22 - Vehicular	\$29,000.00	\$20,503.44	\$0.00	\$8,496.56
	24 - Household and Clothing	\$7,000.00	\$7,040.10	\$0.00	(\$40.10)
	25 - Fuel and Utilities	\$61,000.00	\$48,170.49	\$0.00	\$12,829.51
	26 - Other Materials and Supplies	\$24,000.00	\$16,693.85	\$0.00	\$7,306.15
	30 - Travel	\$0.00	\$0.00	\$0.00	\$0.00
	31 - Telephone	\$500.00	\$0.00	\$0.00	\$500.00
	32 - Postage	\$500.00	\$244.80	\$0.00	\$255.20
	34 - Data Processing	\$2,000.00	\$1,508.80	\$0.00	\$491.20
	35 - Household and Security	\$8,000.00	\$4,318.20	\$0.00	\$3,681.80
	36 - Professional Services	\$17,000.00	\$13,621.70	\$0.00	\$3,378.30
	38 - Other Services	\$7,000.00	\$4,717.00	\$0.00	\$2,283.00
	40 - Maintenance of Buildings and Grounds	\$59,000.00	\$42,359.35	\$0.00	\$16,640.65
	41 - Maintenance of Equipment	\$30,000.00	\$20,229.74	\$0.00	\$9,770.26
	42 - Maintenance of Vehicles	\$6,000.00	\$114.95	\$0.00	\$5,885.05
	47 - Rent - Other	\$68,000.00	\$63,174.41	\$0.00	\$4,825.59
	76- Other Equipment	\$6,000.00	\$676.20	\$0.00	\$5,323.80
Grand Total		\$540,000.00	\$407,735.52	\$0.00	\$132,264.4

Additional Cost: \$592,326.00 for Permanent Salaries, Fringe Benefits for Permanent and Seasonal Employees and Clothing Costs.

Total Expenses PY'2009: \$996,655.00

Object Summary for Spring Meadow 2010

	Object	Total Allocated	Total	Total	Balance
		\$0.00	\$0.00	\$0.00	\$0.00
	12OT - Overtime	\$10,000.00	\$5,461.55	\$0.00	\$4,538.45
	12S- Park Seasonal Services	\$200,000.00	\$148,725.25	\$0.00	\$51,274.75
	21 - Printing and Office Supplies	\$6,500.00	\$3,844.98	\$0.00	\$2,655.02
	22 - Vehicular	\$28,000.00	\$18,815.14	\$0.00	\$9,184.86
	24 - Household and Clothing	\$11,000.00	\$8,270.12	\$0.00	\$2,729.88
	25 - Fuel and Utilities	\$50,500.00	\$46,973.78	\$0.00	\$3,526.22
	26 - Other Materials and Supplies	\$41,000.00	\$33,644.26	\$0.00	\$7,355.74
	30 - Travel	\$0.00	\$0.00	\$0.00	\$0.00
	31 - Telephone	\$500.00	\$0.00	\$0.00	\$500.00
	32 - Postage	\$500.00	\$0.00	\$0.00	\$500.00
	34 - Data Processing	\$2,000.00	\$1,498.80	\$0.00	\$501.20
	35 - Household and Security	\$6,000.00	\$5,098.65	\$0.00	\$901.35
	36 - Professional Services	\$15,000.00	\$11,044.53	\$0.00	\$3,955.47
	38 - Other Services	\$5,000.00	\$2,727.00	\$0.00	\$2,273.00
	40 - Maintenance of Buildings and Grounds	\$27,500.00	\$23,965.05	\$0.00	\$3,534.95
	41 - Maintenance of Equipment	\$24,500.00	\$20,326.09	\$0.00	\$4,173.91
	42 - Maintenance of Vehicles	\$5,000.00	\$1,174.45	\$0.00	\$3,825.55
	47 - Rent - Other	\$67,000.00	\$61,128.28	\$0.00	\$5,871.72
	Vehicle				
	76- Other Equipment	\$10,000.00	\$0.00	\$0.00	\$10,000.00
Grand Total		\$510,000.00	\$392,697.93	\$0.00	\$117,302.07

Additional Cost: \$582,073.00 for Permanent Salaries, Fringe Benefits for Permanent and Seasonal Employees and Clothing.

Total Expenses: FY 2010 \$974,771.00

RFP Exhibit E [Intentionally Omitted - duplicate of Exhibit F in the LE11-014 Operating Agreement further down in this document]

RFP - EXHIBIT F

STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF PARKS AND FORESTRY

OPERATING AGREEMENT

THIS AGREEMENT, made the day of in the year Two Thousand and Ten (2011).

BETWEEN

The State of New Jersey Department of Environmental Protection Division of Parks and Forestry P.O. Box 404 Trenton, New Jersey 08625-0404

hereafter referred to as Department,

AND

hereafter referred to as Operator.

WHEREAS, Department is the Owner of Spring Meadow Golf Course ("Golf Course Property") hereinafter described; and

WHEREAS, pursuant to the Request for Proposal issued on _____ by Department for a Golf Course Operator for Spring Meadow Golf Course, as amended (the "RFP"), a copy of which is attached hereto and incorporated by reference as Exhibit A, Operator wishes to enter into this Operating Agreement to operate the Golf Course Property, as more particularly described below; and

WHEREAS, Department, subject to the terms set forth in the RFP, is willing and authorized pursuant to <u>N.J.S.A.</u> 13:1L-6 to enter into this Operating Agreement under the provisions, covenants, terms, and conditions hereinafter described, which shall be consistent with the terms set forth in Operator's proposal submitted in response to the RFP ("Bid Proposal"), a copy of which Bid Proposal is attached hereto and incorporated by reference as Exhibit B; and

NOW THEREFORE, this Operating Agreement is made and entered into by and between Department, its successors and assigns, and Operator and its successors and assigns. This Operating Agreement shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

THE PARTIES HERETO, for themselves, their heirs, distributes, executors, administrators, legal representatives, successors, and assigns, for good and valuable consideration, the exchange, receipt, and sufficiency of which is hereby acknowledged, hereby covenant and agree as follows:

1. GOLF COURSE PROPERTY

Department hereby allows Operator to operate that certain Golf Course Property (as hereinafter described) for the Term of this Operating Agreement (as hereinafter described), together

with all appurtenances thereto.

The Golf Course Property consists of approximately 190 acres and is designated as Block 958, Lot 6 and Block 959, Lot 3 on the Tax Map of Wall Township, Monmouth County, New Jersey, attached hereto and incorporated by reference as Exhibit C, and excluding the land and structures occupied by a third party "concessionaire" as part of the operation of a restaurant known as Spring Meadow Inn. Department has entered into an Agreement ("Concession Agreement"), attached hereto and incorporated by reference as Exhibit D, with Four Atlantic Services, LLC ("Concessionaire"), providing the exclusive rights of the Concessionaire to dispense food, alcoholic and non-alcoholic beverage and liquor from Spring Meadow Inn and food and non-alcoholic beverages from the refreshment stand, mobile food/beverage carts and any temporary structures on the Golf Course Property that may be approved by the Department. The Concession Agreement went into effect on October 27, 2009 and, if all renewal options are exercised, will expire on October 27, 2012. The Golf Course Property includes an eighteen-hole golf course and driving range together with any buildings, structures, parking lots, and improvements located on the land and premises, excluding the restaurant known as Spring Meadow Inn, and any refreshment stands and food/beverage carts operated by the concessionaire that operates Spring Meadow Inn.

It is expressly understood that this Operating Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Golf Course Property to Operator.

Easements on Golf Course Property

New Jersey American Water has an easement through the golf course property for a water main.

Jersey Central Power and Light has an easement through the golf course to service and maintain electrical service to the pump house and meter panel at #5 Green.

Verizon has an easement through the golf course for phone service to the pump house (phone service to pump house is currently disconnected).

2. TERM

- B. Provided that no event of default has occurred and is continuing, Operator may request that the term of this Operating Agreement be renewed for an additional five (5) year period (the "Renewal Term") by giving Department written notice of Operator's request to renew no less than one hundred and eighty (180) days prior to the expiration of the Initial Term of this Operating Agreement. Department reserves the right to disapprove renewal of this Operating Agreement if Department determines that Operator has not satisfactorily complied with the terms, covenants, or conditions herein provided or pursuant to law or that continuation of this Operating Agreement is not consistent with reasonably anticipated plans for development or use of the Golf Course Property by Department or if the Department determines renewal of this Operating Agreement is not otherwise in the public interest. In the event that Operator's request for renewal is not approved by Department on or before sixty (60) days prior to the scheduled expiration date of this Operating Agreement, said

request shall be deemed to have been denied, and this Operating Agreement shall expire as herein provided. The Initial Term and the Renewal Term are hereinafter collectively referred to as the "Term." This Operating Agreement shall not be renewed upon the expiration of the Renewal Term. Operator shall not continue operation of the Golf Course Property beyond the expiration of the Renewal Term except upon execution of a new Operating Agreement or as provided for in Paragraph 34 hereof.

3. PAYMENTS TO THE DEPARTMENT

- A. Operator shall pay to Department an annual Operating Agreement Payment in the amount of ______ Dollars (\$______) ("Base Payment") plus an additional payment of fifteen (15) percent of gross revenue in excess of \$_____ ("Variable Payment"). The Base Payment is payable in monthly installments in the amount of \$_____ . Each installment shall be due on the first day of each month and shall be paid without penalty on or before the tenth day of each month for which said installment is due. If the Effective Date occurs on any date other than the first of the month, this payment for a portion of a month shall be pro-rated. The Variable Payment for the First Term Year shall be due March 31 of the Second Term Year and on March 31 of every year for the prior Term Year thereafter for the remainder of the Term.
- B. The Base Payment shall increase annually by three (3) percent, beginning on the first anniversary of the Effective Date.
- C. For purposes of calculating the annual Variable Payment, gross revenue shall be defined to include all sales at the gross selling price of merchandise and items of every character sold in, upon, or through any part of the Golf Course Property by Operator, or any other person, firm, or corporation, including, but not limited to, all revenues and sales related to the operation of the golf course, pro shop, and gross charges for all services to customers or patrons, including, but not limited to, greens fees, memberships, equipment rentals, lessons, camps, golf outings, and events performed by Operator or any other person, firm or corporation, in, upon, or through any part of the Golf Course Property, and shall include sales and charges for cash and credit regardless of whether or not the same is collected or uncollected, less only all proper credits for returned merchandise, merchandise exchanges and merchandise cancellations, allowances or discounts as well as any sales taxes collected by Operator and remitted to taxing authorities with respect to each Term Year. Gross revenue shall not include the value of any gift certificates sold by the Department prior to the Effective Date, but redeemed after the Effective Date.
- D. On or before February 28 of each Term Year, and on or before the February 28 after this Operating Agreement has terminated, Operator shall provide Department with a financial report prepared by a Certified Public Accountant licensed to practice accounting in the State of New Jersey setting forth Operator's gross revenue for the previous Term Year ending December 31 and the results of the Audit or Special Report required by Paragraph 4 of this Operating Agreement ("Report"). Based on this Report, Operator's Variable Payment owed to Department for the previous Term Year shall be determined.
- E. All Operating Agreement Payments shall be paid by check made payable to "Treasurer-State of New Jersey" and sent to:
- F. Any Operating Agreement Payment not made on or before the date provided in Subparagraph 3A hereof shall be considered past due. All past due amounts shall be assessed a monthly penalty of one and one-half percent (1 1/2%) of the total amount due calculated on the tenth (10th) day of each month.
- G. In the event any check for payment is returned to Department, all future compensations shall be made by Certified or Cashier Checks only.

4. RECORDS, MEETINGS, AND AUDIT

- A. Operator shall maintain complete and adequate financial records that will allow Operator to prepare financial statements in accordance with generally accepted accounting principles. Operator shall retain such records for at least six (6) years from the expiration or termination of this Operating Agreement. Such records shall be made available for audit during normal business hours by an authorized representative of Department to determine the adequacy of Operator's financial management systems and internal control systems established to meet the terms and conditions of this Operating Agreement and that the financial statements are fairly presented in accordance with generally accepted accounting principles. The results of any audit by Department shall be final and binding on Operator, including but not limited to Department's determinations with respect to revenue reporting and payment by Operator.
- B. Operator shall prepare and compile, or oversee the preparation and compilation of, and submit to Department a quarterly financial report itemizing the following, on a monthly basis:

I. Financial Summary

- a. Revenue, including but not limited to:
 - i. Total number of rounds of golf broken down by type of fee (weekday, senior, weekend, etc.)
 - ii. green fees revenue broken down by type of fee
 - iii. rental revenue broken out by item (power carts, hand carts, golf clubs, etc.)
 - iv. pro-shop sales broken down by categories (golf balls, golf clubs, clothing, etc....)
 - v. revenue generated from golf lessons
 - vi. association and/or membership revenue (handicap fees, association fees, memberships etc...)
 - vii. driving range revenue broken out by number of baskets
 - viii. tournament revenue
 - ix. sales tax collected
- b. Expenses, including but not limited to:
 - i. expenses associated with maintenance of golf course
 - ii. expenses associated with pro-shop and office operations
 - iii. labor costs broken down by department (maintenance, proshop, office), further broken out by permanent (key personnel) and seasonal employees
 - iv. unanticipated expenses

II. Brief summary of:

- a. golf course maintenance and any issues related to the operation of the golf course
- b. sales and marketing efforts
- C. Operator shall, or on or before February 28 of each year, conduct and provide Department with a complete audit of its gross revenue for the prior calendar year ending December 31 prepared by a Certified Public Accountant licensed to practice accounting in the State of New Jersey ("Audit"). In the alternative, Operator may provide a special report as prescribed in Statement on Auditing Standards No. 62 prepared by a Certified Public Accountant licensed to practice accounting in New Jersey to fulfill this requirement ("Special Report").
- D. Operator, its contractors, and subcontractors, shall provide Department, through an authorized representative, reasonable access to and the right to examine all records, books, papers, or documents reasonably related to Operator's operation of any part of the Golf Course Property and any project, services, and work being performed pursuant to any contract or subcontract. Proper facilities shall be furnished for access and inspection. Department has the right to request,

and Operator agrees to provide free of charge, all information and copies of all records.

- E. Operator shall confer with Department and attend meetings with Department officials and other persons as reasonably requested by Department to discuss matters relating to the operation and management of the Golf Course Property. Operator shall promptly notify Department of any issues, problems, or concerns that arise between Operator and the Concessionaire. Operator shall defer to Department to address any issues, problems, or concerns raised by Operator concerning the Concessionaire.
- F. All data, technical information, materials gathered, originated, developed, prepared, used, or obtained in the performance of the Operating Agreement, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, records (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures, and documents, regardless of the state of completion, which are prepared for or are a result of the services required under the Operating Agreement, shall be and remain the property of Department and shall be delivered to Department upon thirty (30) days' notice by Department.

5. ADDITIONAL PAYMENTS (SELF HELP)

If Department incurs any expense by reason of the breach of this Operating Agreement by Operator or Operator's failure to perform any obligation of Operator hereunder, Operator shall be liable for payment of such reasonable expense, including reasonable attorney's fees and costs, which shall be deemed an Additional Operating Agreement Payment and be added to and become a part of the next payment of Base Payment due to be paid by Operator.

6. PURPOSE

Operator agrees to operate the Golf Course Property for its intended purpose in the manner set forth in the RFP and Operator's Bid Proposal, and Operator may not operate or use the Golf Course Property for any other purpose, without the prior written consent of Department, which may be given in Department's sole discretion.

7. GOLF COURSE MANAGEMENT

During the term of this Operating Agreement, Operator shall have full control over the day-to-day operations of the golf course, including but not limited to handling the collection and deposit of all money, hiring and supervision of all employees, and purchasing of all goods and services consistent with the operation of a public golf facility. Operator also shall be responsible for handling disputes with third parties, collecting and paying appropriate taxes, obtaining all appropriate permits, and providing accountability to the DEP for its activities.

A. Alcoholic Beverages

Operator shall not allow course visitors to bring alcoholic beverages onto the Golf Course Property.

B. Fees

All fees for public admission to the Golf Course Property, including greens fees, membership fees, or any other fees associated with access to and use of the Golf Course Property shall be submitted to Department and approved by Department before such fees become effective. When submitting proposed fees to Department, Operator shall be required to show that the proposed fees are comparable to fees charged by similar public golf courses within fifty (50) miles. Department shall be reasonable in considering such approval. Operator's first fee schedule, attached hereto and incorporated by reference as Exhibit E, is hereby accepted and approved by Department.

C. Reservations Systems and Tournaments

All reservations systems and tournament procedures established by Operator are subject to the review and approval of Department, which shall be reasonable in considering such approval.

8. CONDITION OF GOLF COURSE PROPERTY

Operator has inspected the Golf Course Property and accepts it in "as is" condition and without representation or warranty of any kind by Department including, without limitation, any representations or warranty of fitness for a particular purpose.

9. SECURITY

Operator shall, at its sole cost and expense, be responsible for security of the Golf Course Property and any Improvements thereon, except for the Spring Meadow Inn and refreshment stand. Department has no obligation to Operator for security of the Golf Course Property and shall not be responsible to Operator, its agents, employees, or invitees (express or implied) for personal injury, death and/or loss, damage or destruction of Improvements, supplies, equipment, or personal property on the Golf Course Property.

10. MAINTENANCE, REPAIR, AND UTILITIES

- A. Operator shall be solely responsible for the maintenance of the Golf Course Property and buildings, structures, and improvements thereon, including structural repairs, the installation and repair of all utility systems, the cost of all utility services, and the irrigation system, including all of the equipment and components of the system, including sprinkler heads. Operator shall deliver the Golf Course Property to Department upon expiration or termination of this Operating Agreement in at least as good condition as it was delivered at the commencement of the term.
- B. Operator shall, at its sole cost and expense, keep and maintain the Golf Course Property, including any improvements constructed or located thereon in good repair and condition and shall promptly make all structural, nonstructural, ordinary, and extraordinary repairs of every kind which may be required to be made upon or in connection with the Golf Course Property, any improvements thereon or any part thereof in order to keep and maintain the Golf Course Property, and any improvements thereon to keep and maintain the Golf Course Property in good repair and condition. Operator shall be required to maintain the golf course within the limits of the Water Allocation Permit as described herein.
- C. Operator shall, at its sole cost and expense, keep and maintain the Golf Course Property, including any improvements constructed or located thereon, clean, neat, and well maintained.
- D. Operator shall, at its sole cost and expense, install, maintain, repair, and replace utility systems and pay for the cost of utility services as provided below.
 - i. Water: Water usage for the Golf Course and Spring Meadow Inn is currently metered through one meter. The current Concession Agreement does not require the Concessionaire to pay for water service for the Spring Meadow Inn. If a new Concession Agreement includes a provision requiring the Concessionaire to pay for water service charges associated with the Spring Meadow Inn, Department will install a submeter at Spring Meadow Inn to measure water usage by the Spring Meadow Inn. If Department installs a submeter, Operator shall still be responsible for paying the entire water bill, but Concessionaire will be required to reimburse Operator for Concessionaire's water usage based on the submeter reading.
 - ii. Gas, propane and oil: Operator shall be responsible for all gas, propane, and oil services on Golf Course Property.
 - iii. Heat: Operator shall be responsible for all heating services on Golf Course Property.
 - iv. Telephone and other communication services: Operator shall be responsible for all

telephone and communications services on Golf Course Property.

v. Electricity: The refreshment stand, which is operated by the Concessionaire of Spring Meadow Inn, does not have an individual electric meter. The current Concession Agreement requires the Concessionaire to pay for electrical service for the refreshment stand, but the electricity associated with the refreshment stand is tied to the meter for the Golf Course Property. The Operator will have the option of being solely responsible for paying the electricity costs associated with the refreshment stand or having a separate meter installed, at its sole cost and expense, to measure the electricity usage of the refreshment stand. If Operator installs a separate meter at the refreshment stand, the Concessionaire shall be responsible for the electricity service at the refreshment stand.

The current Concession Agreement does not require the Concessionaire to pay for electrical service for the lights in the parking lot and driveway. Operator shall therefore be responsible for the electrical service for the lights in the parking lot and driveway. If a new Concession Agreement includes a provision requiring the Concessionaire to pay for fifty percent (50%) of the cost for electric service for the lights in the parking lot and driveway, then Operator and Concessionaire will split these costs for the duration of the new Concession Agreement or Operating Agreement, whichever expires or terminates first. Operator will still be responsible for submitting payment for electricity costs for the parking lot and driveway lights but will have the authority to require the Concessionaire to reimburse the Operator for 50% of these costs.

- vi. Sewer and septic: Operator shall be responsible for all sewer and septic services.
- E. Operator shall keep the Golf Course Property free of trash and be responsible for the collection, disposal, and recycling of all garbage, rubbish, and other waste from the Golf Course Property. Operator shall participate in and comply with all recycling programs in effect for the county and municipality in which the Golf Course Property is located.
- F. Operator shall not make or allow any physical change in the natural condition of the Golf Course Property, including but not limited to the cutting or removal of trees or shrubs, without first submitting plans and specifications therefore to Department and obtaining Department's written approval thereof. Department's approval shall not relieve Operator of its obligation to obtain and maintain all licenses, permits, and approvals required by the appropriate Federal and/or State governmental agency having jurisdiction over the activity to be undertaken.
- H. Operator shall comply with the turf cultivation and management practices established by the United States Golf Association. Operator shall maintain the turf for playing conditions. Turf maintenance shall include, but not be limited to, the following: general cleanliness; landscaping; mowing/trimming; irrigation within the limits of the Water Allocation Permit as described herein; fertilization; general erosion repairs; and other related tasks necessary to maintain acceptable playing conditions on the golf course.
- I. Operator shall be responsible for and ensure that all golf course patrons, suboperators, licensees, and permittees are satisfying all obligations to maintain and repair areas occupied by them as required under any sub-operating agreement or other applicable instrument.
- J. The current Concession Agreement provides that the Concessionaire shall be solely responsible for the snow removal from the front entrance area, sidewalk from front entrance to the parking lot, and back door area of Restaurant. Operator shall therefore be responsible for snow removal for the driveway and parking lot. If a new or amended Concession Agreement includes a provision requiring the Concessionaire to share the costs associated with the snow removal for the driveway and parking lot, Operator will have the option of arranging for snow removal for these areas and charging the Concessionaire for fifty percent (50%) of these costs.

10.1 Wild Geese Population Management

Pursuant to a migratory bird depredation permit issued annually to the Division of Parks and Forestry (Division) by the Department of Interior, U.S. Fish & Wildlife Service, the Division authorizes the Operator to manage the population of wild geese on the Golf Course Property in accordance with the permit, the federal regulations cited in the permit, and the guidelines set forth in the Division's Goose Management Program. Management activities shall be limited to addling eggs, and removing and destroying nests. Operator will be required to annually report to the Division all activities related to management of population of wild geese on the form attached hereto as the Special State Canada Goose Permit – Annual Report. A copy of the federal permit, the Division's policy, and the Special State Canada Goose Permit – Annual Report, are attached and incorporated by reference as Exhibit F.

11. GOLF CARTS AND OTHER EQUIPMENT

- A. Operator shall be responsible for providing and maintaining all equipment and golf carts necessary for the successful management and operation of the golf course. Department and Operator acknowledge that Operator may in the ordinary course of its business enter into leases for equipment used for the operation of Operator's business at the Golf Course Property. Operator shall provide Department with at least five (5) business days prior written notice of the material terms and conditions of any such equipment leases prior to entering into same.
 - i. The Department of Treasury, Division of Purchase and Property ("Treasury"), currently has a golf cart contract with KLBL Inc. d/b/a Vic Gerard Golf Cars for a fleet of sixty (60) club car gasoline golf carts at a cost of \$4,458.00 per month (Golf Cart Contract). Treasury shall terminate the Golf Cart Contract upon the award of this Operating Agreement, but there may be an overlap period of up to 30 days after the effective date of the Operating Agreement but before the effective date of the termination of the Golf Cart Contract. During this overlap period, the Operator shall reimburse Treasury for any payments made under the Golf Cart Contract. After the Golf Cart Contract is terminated, Operator shall be solely responsible for providing golf carts as necessary for the successful management and operation of the golf course.
- The Department owns golf course equipment that will be available for use by the Operator. The golf course equipment shall remain the property of the State of New Jersey. The Operator and the Department shall meet within two weeks prior to effective date of Operating Agreement to inspect and record condition of Department's equipment, which shall be attached hereto as Exhibit G and incorporated by reference. Operator and Department shall meet within two weeks prior to end date of Operating Agreement or subsequent renewal of Operating Agreement to inspect and record condition of Department's equipment. The Operator shall be solely responsible for the cost of repairing, maintaining and replacing any of the golf course equipment and shall return the equipment to the Department at the end of the Operating Agreement in the same condition as noted at the beginning of the Operating Agreement, reasonable wear and tear excepted. The Operator shall not lend or rent out the Department's golf course equipment and shall obtain the Department's approval before disposing of any equipment. New equipment purchased by the Operator shall remain the property of the Operator. The Department offers the Operator use of this equipment "as is" and without representation or warranty of any kind by Department including, without limitation, any representations or warranty of fitness for a particular purpose.

12. WATER ALLOCATION

- A. Water allocation is regulated on the Golf Course Property pursuant to a Water Allocation Permit (#4035PS) issued by Department, Bureau of Water Allocation. The permit allows for water diversion from the following sources:
 - 1. Manasquan River 1200 gpm
 - 2. Storage Pond 1200 gpm

The total diversion from the above sources shall not exceed 9.63 million gallons per month at a maximum rate of 1200 gpm and the total diversion from the above sources shall not exceed 33 million gallons per year. Operator of the Golf Course Property shall be responsible for following specific and general conditions required for the operation of the Water Allocation Permit. The permit has an expiration date of June 30, 2013.

B. Operator shall pay all costs and fees associated with the Water Allocation Permit and permit renewal and shall submit all monitoring reports and documentation to DEP as may be required under the permit.

12.1 **Septic System**

The Golf Course Property has a T1-Sanitary Subsurface Disposal General Permit (#NJ0130281) that has a design flow of .002 mgd. The Operator of the Golf Course Property will be responsible for following specific and general conditions of this permit. The permit expires on May 31, 2013. The Operator shall submit a draft permit application to Department for approval by February 1, 2013. The Operator shall be responsible for working with the Department to complete the permit application. The Operator shall be responsible for all costs associated with permit application.

13. PRO SHOP

Operator may operate a pro shop on the Golf Course Property. Sales at the shop may include, but are not limited to, merchandise, golf equipment, cart rentals, and equipment rentals.

14. FOOD AND BEVERAGE CONCESSION

Operator acknowledges that the Concessionaire of Spring Meadow Inn has the exclusive right to dispense food and non-alcoholic beverages on the Golf Course Property at the refreshment stand located at tee #8, mobile food/beverage carts and any temporary structures that may be approved by Department.

15. RENOVATIONS AND IMPROVEMENTS

- A. Operator shall not enter into any contract for or commence any restoration, preservation, renovation, or improvement project including, but not limited to, the construction or placement of any non-permanent building, structure, or utility or any change in the natural condition of the Golf Course Property (collectively "Improvements") without first submitting to Department, and obtaining Department's written approval of, an Improvement Plan for the proposed Improvement. The Improvement Plan shall include but not be limited to: (a) a description (including plans and specifications when deemed appropriate by Department) of each Improvement; (b) a schedule for initiation and completion of each Improvement; (c) a statement whether each Improvement will be performed by Operator or a contractor; and (d) such additional information that Department may reasonably require to determine whether to approve the proposed Improvement.
- B. Department's approval shall be based upon Department's determination that Operator is capable of completing the proposed Improvement, that the intended use and character of the proposed Improvement is consistent with the purposes of this Operating Agreement, is compatible with the natural condition of the Golf Course Property, is consistent with the terms of the grant and or statutory funding source under which Department acquired the Golf Course Property, and will not pose a threat to public health and safety. As approved by Department, said Improvement Plan shall become a part of this Operating Agreement by reference, and Operator shall not modify or deviate therefrom without first obtaining Department's express written approval.
- C. All Improvement Plans submitted to Department by Operator under this Paragraph are for the purpose of assisting Department in determining whether to approve the proposed Improvement under the criteria for approval set forth in Subparagraph B of this Paragraph. Department's approval of any such plan through the Division of Parks & Forestry shall not be

construed to relieve Operator of its responsibility to obtain and maintain all licenses, certificates, permits, and approvals now or subsequently required by Federal, State, and local authorities for the construction and use of the Improvement. Operator shall, prior to the commencement of any Improvement, apply for and obtain all Federal, State, and local licenses, certificates, permits, and approvals required for construction of the proposed Improvement. Upon the issuance of said licenses, certificates, permits, and approvals, Operator shall submit copies of same to Department and then commence the Improvement project in accordance with the approved Improvement Plan. All construction shall be done in a good and workmanlike manner in accordance with the approved Improvement Plan and all requisite licenses, certificates, permits, approvals, and any other requirements of Federal, State, or local authorities having jurisdiction.

- D. Approval by Department of design plans, specifications, and reports submitted by Operator in accordance with this Operating Agreement shall not in any way relieve Operator of responsibility for the technical accuracy thereof. Operator is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, and reports furnished under this Operating Agreement. Operator shall, at its sole cost and expense, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, and reports. Approval or acceptance thereof by Department shall not be construed as a waiver of any rights of Department under this Operating Agreement or any cause of action arising out of the performance of this Operating Agreement.
- E. Department reserves the right to approve the location, type of structure, and/or physical alteration involved in any Improvement and to require that Improvements be constructed or placed in such a manner that they may be removed with minimum damage to the Golf Course Property.
- F. Upon compliance with this Paragraph, Operator may enter into contracts for the performance of construction of an Improvement, provided that in no such event shall Operator's obligations under this Operating Agreement be deemed to be diminished thereby. Nothing contained in any such contracts shall be construed as creating any contractual relationship between any contractor, subcontractor, and Department.
- G. Operator shall, at its sole cost and expense, provide all necessary construction management for each Improvement. Department may, at its sole cost and expense, monitor Operator's construction management.
- H. For any Improvement undertaken as a single project and involving an estimated cost aggregating more than Twenty Thousand (\$20,000.00) Dollars, Operator shall, at the request of Department: (i) provide to Department, as security for the satisfactory completion of the construction of the project in form and substance satisfactory to Department, a corporate surety bond of a corporate surety company satisfactory to Department in the amount of 100% of the cost of construction of the project naming Department and Operator as co-obligee; and (ii) provide to Department a labor and material payment bond of a corporate surety company satisfactory to Department and meeting the requirements of N.J.S.A. 2A:44-143 providing for the prompt payment for materials, supplies, labor, services and equipment, naming Department and Operator as co-obligee in form and substance satisfactory to Department.
- I. Before commencement of construction, Operator shall deliver to Department certificates of insurance showing that Operator and/or its contractors and subcontractors have obtained insurance coverage during construction as follows: (i) Completed Value Builder's Risk insurance with standard fire and extended coverage and, to the extent that insurance against any additional risk is obtainable at standard rates, "all-risk" extended coverage endorsement; (ii) Contingent Liability and Comprehensive General Public Liability insurance with a Contractual Liability endorsement (including insurance with respect to owned or operated motor vehicles) with aggregate limits of not less than One Million Dollars (\$1,000,000.00) with respect to bodily injury, death, or property damage for any one accident; and (iii) Worker's Compensation applicable to the Laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Hundred Thousand (\$100,000.00) Dollars per occurrence for bodily injury liability and One Hundred Thousand (\$100,000.00) Dollars occupational disease per employee with an aggregate limit of Five Hundred Thousand (\$500,000.00) Dollars occupational disease. The insurance policies described in (i) and (ii) above shall name Department as an additional insured. The certificates of insurance shall

provide for thirty (30) days notice, in writing, to Department prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Operating Agreement. Operator also shall provide Department with valid certificates of renewal of the insurance upon the expiration of the policies.

- J. All Improvements undertaken or made without Department's written approval and/or for which Operator cannot document to the satisfaction of Department that the Improvement was completed in accordance with the requirements of all Federal, State, and local agencies having jurisdiction shall be removed by Operator on Department's demand. Operator shall, at Operator's sole cost and expense, repair any damage to the Golf Course Property caused by Operator's construction and/or removal of any unauthorized or unacceptable Improvement.
- K. Upon completion of any Improvement, Operator shall, as a condition precedent to Department's acceptance and Operator's use and operation thereof as part of the Golf Course Property, deliver to Department: (i) copies of all permanent certificates of occupancy necessary for use and occupancy of the Improvement; (ii) copies of final and complete waivers by Operator's general contractor and its subcontractors of their rights to file or assert a mechanic's lien against any part of the Golf Course Property or Improvement or any work performed; and (iii) one complete set of reproducible "as-built" or record drawings of the Improvement.
- L. All Improvements hereafter constructed on the Golf Course Property by Operator shall be the property of Department. Upon the expiration or termination of this Operating Agreement, Operator shall turn over use and operation thereof to Department free of any liens or encumbrances and without payment of any compensation therefor by Department to Operator.

16. STAFF

- A. Operator shall engage a sufficient number of reliable, competent, and qualified staff of legal age for operation and management of the Golf Course Property, to provide security for the Golf Course Property and to meet the needs of the public. Operator shall submit a staffing plan to Department and obtain Department's written approval thereof. Operator shall provide Department with a written list of the names, addresses, and telephone numbers of all employees and shall update said list regularly so that Department has a list of all current employees. If Department determines that Operator has not provided a sufficient number of reliable, competent, and qualified staff of legal age for the operation and management of a Golf Course Property covered by this Operating Agreement, Operator shall, immediately upon receipt of written notification from Department, correct the staffing deficiencies described in said notice.
- B. If it becomes necessary for Operator to substitute any management or supervisory staff ("key personnel"), Operator will identify the substitute personnel and the work to be performed. Operator must provide detailed justification documenting the necessity of the substitution. Resumes must be submitted evidencing that the individual proposed as a substitution has qualifications and experience equal to or greater than the individual originally proposed or currently assigned. Operator shall forward a request to substitute key personnel to Department for consideration and approval. No substitute key personnel are authorized to commence work until Operator has received written approval to proceed from Department.

17. COMPLIANCE WITH LAWS, LICENSES, PERMITS, AND INSURANCE POLICIES

A. Operator shall obtain, maintain and comply with all necessary licenses, permits, and approvals required by the appropriate Federal, State, and local authorities for the improvement, maintenance, and use of the Golf Course Property in accordance with this Operating Agreement. Department agrees to cooperate fully with Operator in obtaining same. Operator shall provide Department with satisfactory written evidence that all such licenses, permits, and approvals have been obtained prior to the commencement of improvement, maintenance and use of the Golf Course Property. Operator also shall provide Department with satisfactory documentation that all such licenses, permits, and approvals have been renewed as may be required so that Department is at all times in possession of adequate documentation that Operator has obtained and is maintaining such

licenses, permits, and approvals.

- B. Operator shall, at its sole cost and expense, comply and shall cause the Golf Course Property to comply with all duly promulgated and applicable Federal, State, and local laws, ordinances, rules, and orders affecting the Golf Course Property, or any part thereof, or the use thereof, including but not limited to laws and regulations pertaining to pesticide storage and application, water allocation, and those which require the making of any structural or extraordinary changes thereto, whether or not any such laws, ordinances, rules, or orders may involve a change of policy on the part of the governmental body enacting the same.
- C. Operator shall comply with the requirements of all policies of insurance required by this Operating Agreement which at any time may be in force with respect to the Golf Course Property.

D. If Operator is issued:

- (i) A notice of failure to comply with any policy of insurance required by this Operating Agreement;
- (ii) A summons or any notice of violation of any license, permit, certification, authorization, approval, or any other similar instrument(s) required by any Federal, State, or local authority having jurisdiction necessary to improve, maintain, and use the Golf Course Property in accordance with the provisions hereof; or
- (iii) A summons or any notice of violation of any duly promulgated and applicable Federal, State, or local laws, ordinances, rules, and orders affecting the Golf Course Property, any part thereof, or the use thereof,

Operator immediately shall forward a copy of the notice or summons to Department and Operator shall have such period of time to correct said violation as is prescribed in the summons or notice.

18. TAXES AND ASSESSMENTS

Operator agrees that during the Term of this Operating Agreement, it will pay any taxes or assessments that might be imposed by any governmental body by reason of Operator's operation of the Golf Course Property. Operator immediately shall forward any notice of such tax payment to Department.

19. OPERATOR'S OBLIGATIONS

Operator, at its sole cost and expense, shall be responsible for preparation and compilation of Plans, Reports, Documents, and financial reports, and Operator shall attend meetings as reasonably required by Department. Operator shall be responsible for compliance with all other obligations specified as Operator's in the RFP, attached hereto as Exhibit A.

20. ACCESS TO GOLF COURSE PROPERTY

During the Term of this Operating Agreement, as the owner of the Golf Course Property, the State, retains the unfettered right to enter the Golf Course Property for any reason or no reason at all.

21. SIGNAGE, ADVERTISING, AND NEWS RELEASES

Operator shall not post or allow any signs or advertisements of any description to be painted or posted on the Golf Course Property, any of the buildings or structures on the Golf Course Property, and/or on any other property or improvement comprising part of the State Park, unless specifically approved by Department in writing. Operator shall not use Department's/State's name, logos, images, or any data or results arising from the Operating Agreement as part of any

commercial advertising without first obtaining the written consent of Department. Operator shall not be permitted to change or profit from the name of the golf course by, for example, selling or licensing naming rights to the Golf Course Property. Operator shall not change the name of the Golf Course Property without the prior written consent of Department. Operator shall not issue news releases pertaining to any aspect of the services being provided under the Operating Agreement without the prior written consent of Department.

22. DAMAGE TO PROPERTY

- A. Operator shall, at Operator's sole cost and expense, repair any damage caused by Operator, its employees, agents, contractors, or invitees to the Golf Course Property within the period of time prescribed by Department in a written demand. In the event that Operator fails to so repair after written demand by Department, Department may, at its option and subject to the availability of funds from insurance coverage or appropriated therefore, elect to make said repairs, and the cost thereof shall be paid by Operator to Department within fifteen (15) days after demand therefore.
- B. In the event of damage or destruction of the Golf Course Property, in whole or in part, by fire, explosion, the elements, or otherwise during the term of this Operating Agreement, Department may, in its discretion, terminate this Operating Agreement from the date of such damage and destruction or, subject to the availability of funds from insurance coverage or appropriated therefore, cause such damage or destruction to be repaired.
- C. All repairs by Operator of damage to the Golf Course Property shall restore the affected property to the appearance, condition, and utility of said property immediately prior to the damage or destruction. All repairs shall be completed in accordance with plans and specifications submitted to and approved by Department under Paragraph 15 of this Operating Agreement to the same extent as though said repair is an Improvement.
- D. This Operating Agreement shall not be construed to require or obligate Department to cause any damage to or destruction of the Golf Course Property to be repaired for the benefit of Operator. Department shall not be liable to Operator for any loss occasioned by the damage to or destruction of the Golf Course Property and/or Department's declaration that this Operating Agreement is terminated.

23. DEVELOPMENT OF STATE PARK

Any other provision herein contained to the contrary notwithstanding, in the event that Department gives Operator written notice that Department requires all or any part of the Golf Course Property for development or use for any public purpose, Operator shall, within the period set forth in said notice and without any compensation therefore by Department to Operator, abandon use of the Golf Course Property or part thereof designated by Department within the notice period.

24. INDEMNIFICATION

- A. Operator shall, for itself, its successors, and assigns, assume all risks and liabilities arising out of Operator's use, operation, maintenance, and improvement of the Golf Course Property. Operator covenants to defend, protect, indemnify, and save harmless Department and hereby releases Department and each of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of every nature arising from or claimed to arise, in whole or in part, in any manner out of, be occasioned by, or result from:
 - (i) Any injury to, or the death of, any person in or on, or any damage to property which occurs in, on or about the Golf Course Property, any Improvements thereon or upon any sidewalk or walkway within the Golf Course Property or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Golf Course Property, Improvements, or any part thereof, and construction or repair of any Improvements on the Golf Course Property;

- (ii) Violation of any agreement or condition of this Operating Agreement by Operator, its agents, employees, contractors, express or implied invitees, or anyone claiming by or through Operator;
- (iii) Violation by Operator of any contracts, agreements, or restrictions of record concerning the Golf Course Property;
- (iv) Failure or omission to comply with any insurance policy required under this Operating Agreement or any Federal, State, or local law, ordinance, rule, or order affecting the Golf Course Property or Operator's use thereof; and
- (v) Any act, error, or omission by Operator, its agents, employees, contractors, express or implied invitees, or anyone claiming by or through Operator in the performance of this Operating Agreement.
- B. Operator agrees that any contract with its contractors and consultants shall require such contractors and consultants to defend, indemnify, protect, and save harmless Department and release Operator and Department and their officials and employees from and against any suits, claims, demands, or damages of whatever kind or nature arising out of or claimed to arise out of in whole or in part any negligent act, error, or omission of the contractor, consultant, or their agents, subcontractors, servants, and employees in the performance of any work or professional services on or for the benefit of the Golf Course Property.
- C. Department and Operator shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the other, along with full and complete particulars of the claim. If the suit is brought against Department, Operator, or any of its agents, servants, or employees, it shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other process received by or then in their possession or the possession of its representatives.
- D. It is expressly agreed and understood that any approval by Department of the work performed or reports, plans, and specifications provided by Operator shall not operate to limit the obligations of Operator assumed pursuant to this Operating Agreement.
- E. Operator's liability pursuant to this paragraph shall continue after the termination or expiration of this Operating Agreement with regard to causes of action arising or claimed to arise prior to the termination or expiration hereof and/or obligations of Operator under this Operating Agreement which survive such termination or expiration.
- F. This indemnification is not limited by, but is in addition to, the insurance obligations contained in this Operating Agreement.
- G. The provisions of this indemnification clause shall in no way limit the obligations assumed by Operator under this Operating Agreement, nor shall they be construed to relieve Operator from any liability or to preclude Department from taking any other actions available to it under any provisions of this Operating Agreement or at law or in equity.
- H. All claims asserted against Department by Operator shall be subject to the New Jersey Tort Claims Act, <u>N.J.S.A.</u> 59:1-1, et seq. and/or the New Jersey Contractual Liability Act, <u>N.J.S.A.</u> 59:13-1, et seq. Nothing in the Operating Agreement shall be construed as a waiver by Department of any warranty, expressed or implied, or any remedy at law or in equity.

25. INSURANCE

- A. Operator shall, at Operator's sole cost and expense, obtain and maintain at all times during the term of this Operating Agreement, insurance for any damages imposed by law and assumed under this Operating Agreement of the types and in the amounts hereinafter provided:
 - (i) Comprehensive General Liability policy as broad as the standard coverage

form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of One Million (\$1,000,000.00) Dollars per occurrence as a combined single limit for bodily injury and property damage liability;

- (ii) Property insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, water, wind, storm, loss, theft, and damage on any structures on the Golf Course Property and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents owned by Operator and located in or on the Golf Course Property. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, and contents. The value of said structures, fixtures, equipment, and contents shall be determined by Operator using whatever procedures Operator considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against Department in connection with any loss or damage covered by the policy;
- (iii) Worker's Compensation applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Hundred Thousand (\$100,000.00) Dollars per occurrence for bodily injury liability and One Hundred Thousand (\$100,000.00) Dollars occupational disease per employee with an aggregate limit of Five Hundred Thousand (\$500,000.00) Dollars occupational disease; and
- (iv) Such other insurance and in such amounts as may from time to time be reasonably required by Department.
- B. Operator shall require any person providing any service and/or conducting any activity on the Golf Course Property, as part of Operator's operation thereof, to secure and maintain in force at all times during the provision of any service and/or conduct of any activity thereon, as part of Operator's operation of the Premises, insurance coverage of the types and in at least the minimum amounts required under subparagraph A of this paragraph.
- C. All policies of insurance shall provide that the proceeds thereof shall be payable to Department and Operator as their respective interests may appear. All insurance coverage required to be maintained by Operator in accordance with this Operating Agreement shall be issued by an insurance company authorized and approved to conduct business in the State of New Jersey and shall name the State of New Jersey, Department of Environmental Protection as an additional insured.
- When Operator returns this Operating Agreement, signed by Operator, to Department for signature, Operator shall provide Department with a certificate of insurance evidencing that Operator has obtained all insurance coverage in accordance with this Operating Agreement. A copy of the certificate of insurance shall be attached hereto and incorporated by reference as Exhibit H. Failure to provide a certificate of insurance at the time of Operator's execution of this Operating Agreement shall render this Operating Agreement null and void. The certificate of insurance shall provide for thirty (30) days notice, in writing, to Department prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Operating Agreement. Operator also shall provide Department with valid certificates of renewal of the insurance upon the expiration of the polices so that Department is continuously in possession of current documentation that Operator has obtained and is maintaining in full force and effect all insurance required under this Operating Agreement. Operator also shall, upon request, provide Department with copies of each policy required under this Operating Agreement certified by the agency or underwriter to be true copies of the policies provided by Operator. Operator shall not allow any contractor or subcontractor to engage in any activity on the Premises without first submitting to Department a current certificate of insurance showing that the contractor or subcontractor has obtained insurance coverage in accordance with the requirements of this Operating Agreement. Operator shall deliver the certificates to Department's

address as provided in Paragraph 35 of this Operating Agreement.

- E. Operator expressly understands and agrees that any insurance protection required by this Operating Agreement shall in no way limit Operator's indemnification obligations assumed in this Operating Agreement and shall not be construed to relieve Operator from liability in excess of such coverage, nor shall it preclude Department from taking such other actions as are available to it under any provision of this Operating Agreement and as otherwise provided for at law or in equity.
- F. The limits of insurance policies described in this Paragraph shall be reviewed by Department and Operator every two (2) years. Operator shall increase the limits of said policies to meet changed circumstances including, but not limited to, changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

26. ASSIGNMENT

A. Operator shall not assign or transfer this Operating Agreement or Operator's responsibilities under this Operating Agreement or the operations authorized hereunder, nor sell or otherwise assign or transfer a controlling interest in such operations (hereinafter collectively referred to as an "Assignment") without the prior written approval of Department.

27. SUB-OPERATORS

A. Operator shall not enter into sub-operating or sub-contractor agreements with outside entities for the performance of any of its obligations under this Operating Agreement, except that Operator may enter into sub-operating and sub-contractor agreements with outside entities for the operation of a pro shop and maintenance and improvements, including: aeration, topdressing and amending; irrigation; cart maintenance; and improvement projects, with the prior written approval of Department. Before Operator may allow a sub-operator or sub-contractor to begin to operate or use the Golf Course Property in such a way, both Operator and the sub-operator/contractor must sign a sub-operating/contracting agreement, which shall be subject to Department's written approval prior to taking effect. In no event will Department and any sub-operator or sub-contractor have any contractual relationship by virtue of the sub-operator's/contractor's relationship to Operator. During the Term of this Operating Agreement, Operator shall indemnify Department and assume all responsibility for all acts/omissions of any sub-operator/contractor and for its compliance with respective sub-operating/contracting agreement.

28. BANKRUPTCY

In the event Operator enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Operator agrees to furnish written notification of the bankruptcy to Department with a copy to the Attorney General's Office. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and the name(s), addresses, and telephone numbers of the attorney or firm handling the bankruptcy. This obligation remains in effect until final payment is made under this Operating Agreement.

29. TERMINATION, EXPIRATION, AND SUSPENSION OF OPERATIONS

- A. Operator shall comply with the terms and conditions of this Operating Agreement. Failure to comply and/or the existence of any condition which Department determines to be in violation of the terms and conditions hereof shall be considered to be a material breach, in which event Department may, in addition to any other right or remedy provided for by law or in equity, terminate this Operating Agreement as follows:
 - (i) In the event of Operator's failure to (a) obtain and maintain all the insurance coverage required to be obtained and maintained under this Operating Agreement or to provide Department with certificates of insurance documenting that Operator has obtained and is maintaining such insurance coverage; (b) provide Department with current certificates of insurance showing that its contractors or subcontractors have obtained and are

maintaining insurance coverage in accordance with the requirements of this Operating Agreement; or (c) pay when due any payments or other sums required to be paid by Operator hereunder; or (d) correct any violation described in a notice or summons issued to Operator under Paragraph 17 of this Operating Agreement, and a continuation of such failure under (a), (b), (c), or (d) above for a period of ten (10) days after Operator's receipt of written notice thereof from Department served by certified mail, return receipt requested, termination shall, in the discretion of Department, be effective at the conclusion thereof; or

- (ii) In the event of Operator's failure to perform or comply with any of the other covenants, agreements, and conditions herein contained and a continuation of such failure for a period of thirty (30) days after Operator's receipt of written notice thereof from Department served by certified mail, return receipt requested, termination shall, in the discretion of Department, be effective at the conclusion thereof.
- B. Operator shall have the right to terminate this Operating Agreement upon ninety (90) days written notice served upon Department by certified mail, return receipt requested. Said notice shall include a comprehensive explanation and justification of Operator's reasons for not continuing operations under this Operating Agreement. Within forty-five (45) days after receipt of Operator's notice, Department and Operator shall determine whether the reasons for termination can be resolved to their mutual satisfaction. In the event that Operator and Department determine that said reasons cannot be resolved, termination shall become effective ninety (90) days after Department's receipt of the notice.
- C. Termination of this Operating Agreement by either party as herein provided shall not release or discharge any payment, obligation, or liability owed to the other party under the terms and conditions of this Operating Agreement as of the date of such termination.
- D. Upon expiration or other termination or cancellation of this Operating Agreement, Operator shall quit and surrender operation of the Golf Course Property and leave the Golf Course Property in a broom clean condition, without fraud or delay, and in good order, condition, and repair, reasonable wear and tear excepted. If Operator shall fail to remove any personal property lawfully belonging to and removable by Operator within the time prescribed by any notice of termination or before the stated expiration of this Operating Agreement, Department may remove same at the expense of Operator. Operator hereby covenants to pay any and all damages which may be caused to the Golf Course Property by the removal of structures and personal property. Operator's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Operating Agreement. Operator shall not remove any permanent fixtures upon expiration or other termination or cancellation of this Operating Agreement.
- E. Upon the expiration or termination of this Operating Agreement, Operator shall pay to Department without demand or notice the sum of the following:
 - (i) All payments accrued to the date of such expiration or termination and, in the event of termination, the unpaid rent for the term or until Department establishes a new operator at the Golf Course Property, if sooner. If Department contracts with a new operator at the Golf Course Property for less than Operator's payments to Department, Operator shall pay the difference until the end of the term. If Department contracts with a new operator at the Golf Course Property for more than Operator's payments to Department, Operator is not entitled to the excess; and
 - (ii) The cost of making all restoration, renovation, improvement, and repairs required to be made by Operator hereunder and of performing all covenants of Operator relating to the conditions of the Golf Course Property, including any improvements thereon during the term and upon expiration or sooner termination of this Operating Agreement, is to be deemed prima facie to be the cost estimated by an architect or contractor selected by Department or the amounts actually expended or incurred thereafter by Department.

F. Operator shall, at the direction of Department, immediately suspend, delay, or interrupt Operator's operation of all or any part of the Golf Course Property for such period of time as Department may determine to be appropriate to protect the Golf Course Property and/or public health, safety, and welfare due to the occurrence of hazardous work conditions, emergency conditions, and/or any other cause including, but not limited to, Operator's failure to perform any of the covenants, agreements, and conditions contained in this Operating Agreement, provided that Department has determined that the continuance of the operation of the Golf Course Property may detrimentally impact the Golf Course Property and/or the health, safety, and welfare of persons on site. Operator hereby waives any claim, and Department shall not be liable to any party claiming through Operator, for damages, rent abatement, or compensation as a result of Department's actions under this Paragraph. Department's suspension of Operator's operations shall be in addition to any other right or remedy available by law or in equity.

30. CREATION OF LIENS OR ENCUMBRANCES BY OPERATOR

- A. Operator shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage, or other encumbrance upon any interest of Department in the Golf Course Property or in the buildings or Improvements thereon; it being agreed that should Operator cause any alterations, rebuilding, replacements, changes, additions, improvements, or repairs to be made to the Golf Course Property or the buildings or Future Improvements thereon or labor performed or material furnished therein, thereon, or thereto, neither Department nor the Golf Course Property shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuilding, replacements, changes, additions, improvements, repairs, labor, and material, shall be made, furnished, and performed at Operator's expense, and Operator shall be solely and wholly responsible to the contractors, laborers, and materialmen furnishing and performing such labor and material.
- B. If, because of any act or omission (or alleged act or omission) of Operator, any mechanic's or other lien, charge, or order for the payment of money shall be filed against the Golf Course Property, any buildings, or any Improvements thereon, or against Department (whether or not such lien, charge, or order is valid or enforceable as such), Operator shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice to Operator of the filing thereof.
- C. Operator shall, upon completion of any improvement(s), provide Department with a signed copy of any and all lien(s), which shall indicate that all contractors have been paid and all lien(s) have been discharged.

31. SOLICITATION

Operator warrants that no person has been employed directly or indirectly to solicit or secure this Operating Agreement in violation of the provisions of <u>N.J.S.A.</u> 52:34-19 and that the laws of the State of New Jersey relating to the procurement and performance of this Operating Agreement have not been violated by any conduct of Operator, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State employee, officer, or official.

32. AMENDMENTS

The parties hereto agree that this Operating Agreement may be amended, supplemented, changed, modified, or altered upon mutual agreement of the parties hereto made in writing. This Operating Agreement cannot be modified or amended by conduct or course of dealings.

33. ENTIRE AGREEMENT

The parties hereto agree that this Operating Agreement represents the entire agreement between the parties; all negotiations, oral agreements, and understandings are merged herein.

34. CONTINUATION OF TERMS

If Department permits Operator to continue operating the Golf Course Property after expiration of this Operating Agreement without having executed a new written agreement with Department, Operator shall operate the Golf Course Property subject to all terms, covenants, and conditions contained in this Operating Agreement. Such continuation of operations by Operator shall not constitute a renewal or extension of this Operating Agreement.

35. NOTICES

The parties hereto agree that all submissions, approvals, and notices which may be required under this Operating Agreement shall be forwarded by certified mail, return receipt requested, and addressed as follows:

Department: State of New Jersey

Department of Environmental Protection

Office of Leases P.O. Box 404

Trenton, New Jersey 08625-0404

Operator:

36. FLOOD HAZARD ZONE

Department and Operator acknowledge that the Golf Course Property is located within a flood hazard zone. Department shall not be responsible to Operator, its agents, employees, or express or implied invitees for loss, damage, or destruction of improvements or personal property on the Golf Course Property as the result of flooding.

37. SUPERSEDES

This Operating Agreement supersedes and cancels all previous agreements covering the Golf Course Property.

38. INDEPENDENT PRINCIPAL

Operator shall, at all times, act as an independent principal and not as an agent or employee of Department. Operator agrees not to enter into any agreement or commitment on Department's behalf.

39. WAIVER

Failure of either party to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of breach of any provision of this Operating Agreement shall be deemed waiver of breach of any other provision or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Operating Agreement or by operation of law, either at law or in equity, by reason of a breach by the other party shall be distinct, separate, and cumulative and shall not be deemed inconsistent with any other right or remedy, and any two or more or all of such rights and remedies may be exercised at the same time. Acceptance by either party of any of the benefits of this Operating Agreement, with knowledge of any breach thereof by the other party, shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

40. SUCCESSION AND BINDING AGREEMENT

Except as otherwise set forth herein, all of the terms and provisions of this Operating Agreement shall be binding upon and shall insure to the benefit of the successors and assignees of Department and Operator's heirs, executors, administrators, and assigns.

41. SEVERABILITY

If any term or provision of this Operating Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Operating Agreement, or the application of such term and provision of this Operating Agreement, shall be valid and enforced to the fullest extent permitted by law.

42. HEADINGS

The article, paragraph, and subparagraph headings throughout this Operating Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Operating Agreement.

43. NO DISCRIMINATION - AMERICANS WITH DISABILITIES ACT

- A. Operator shall not discriminate against any person, employee, or applicant for employment because of age, national origin, race, creed, color, disability, sex, or sexual preference. This provision shall include, but not be limited to, the following: employment; upgrading; demotion; transfer; recruitment; recruitment advertising; rates of pay or other forms of compensation; layoff or termination; and selection for training, including apprenticeship.
- B. Operator shall not discriminate on the basis of age, national origin, residence, race, creed, color, disability, sex, or sexual preference in allowing the public access to and use of the Golf Course Property.
- C. Operator shall comply with the Architectural Barriers Act of 1968, 42 <u>U.S.C.A.</u> 4151 et seq., Title VI Civil Rights Act, Section 504, Americans With Disabilities Act, 42 <u>U.S.C.A.</u> 12101 et seq., and the New Jersey Barrier Free Subcode, <u>N.J.A.C.</u> 5:23-7 et seq., all as are now in effect and subsequently amended.

44. GOVERNING LAW

Department and Operator hereby agree that jurisdiction of any action hereunder shall lie in a court of competent jurisdiction in the County of Mercer, State of New Jersey. This Operating Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

45. NO THIRD PARTY BENEFICIARIES

There shall be no third party beneficiaries of this Operating Agreement, and no person, firm, or entity not a party to this Operating Agreement shall be entitled to claim any right, benefit, or presumption from or estoppel by this Operating Agreement.

46. NEGOTIATED DOCUMENT

Each and every provision of this Operating Agreement has been independently, separately, and freely negotiated by the parties as if this Operating Agreement were drafted by all parties hereto. The parties therefore waive any statutory or common law presumption which would serve to have this document construed in favor of or against any party as the drafter hereof.

47. PAY TO PLAY

A. This Operating Agreement is subject to the provisions of P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13 et seq.), and compliance with said statute shall be a material term and condition of

this Operating Agreement.

B. Operator is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3) if Operator received contracts in excess of Fifty Thousand (\$50,000.00) Dollars from a public entity in a calendar year. It is Operator's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

48. PREVAILING WAGE ACT

Without limiting the scope of any other provision of this Operating Agreement, Operator agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150. Operator also agrees to comply with 42 USC, Section 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and Section 9604 (g)(1), Operator must comply with the Federal requirements.

Operator's signature on this Operating Agreement is a guarantee that Operator or any contractors Operator may employ to perform work required under this Operating Agreement have been suspended or debarred by the Commissioner, Department of Labor for violation of the Prevailing Wage Act, P.L. 1963, Chapter 150.

49. CORPORATE RESOLUTION

Operator shall adopt a resolution authorizing the execution of this Operating Agreement by Operator for the purposes and subject to the terms and conditions herein provided. When Operator returns this Operating Agreement, signed by Operator, to Department for signature, a certified copy of said resolution shall be attached hereto as Exhibit I and incorporated by reference.

50. ATTACHMENTS

The following are attached to and made part of this Operating Agreement:

Exhibit A – Request for Proposal

Exhibit B – Bid Proposal

Exhibit C – Tax Map of Wall Township, Monmouth County, New Jersey

Exhibit D – Concession Agreement between Department and Four Atlantic Services, LLC, effective on October 27, 2009.

Exhibit E – Operator's first fee schedule

Exhibit F – Migratory Bird Depredation Permit, Goose Management Program, and Special State Canada Goose Permit – Annual Report

Exhibit G – Equipment list

Exhibit H – Certificate of Insurance

Exhibit I – Corporate Resolution

IN WITNESS WHEREOF, the said parties have duly executed these presents the days and year first obtain written.

STATE OF NEW JERSEY Department of Environmental Protection

	By:
	Amy Cradic, Assistant Commissioner Natural and Historic Resources
	Date:
ATTEST:	
By:	
Date:	
	OPERATOR
	By:
	Date:
ATTEST:	
By:	
Date:	
This Operating Agreement has been and approved as to form by:	reviewed
Attorney General State of New Jersey	
Ву:	
Deputy Attorney General	
Date:	

Exhibit B

Golf Management Service Contract Proposal

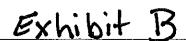
Prepared especially for

State of New Jersey Department of Environmental Protection Division of Parks and Forestry

Respectfully Submitted by

Stephen D. Rice, CEO Linx Golf Management, Inc. 621 Shrewsbury Avenue, Suite 125 Shrewsbury, NJ 07702

Harry Leonard, President H & L Golf Course Maintenance Co. 251 Lions Head Blvd. So. Brick, NJ 08723



CONFIDENTIAL AND PROPRIETARY

This proposal is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential, nor is it, unless specifically stated, intended to be relied upon by any person or persons other than the individual or entity named and no warranties or representations are made or intended to persons or entities not named. However, we understand that the content of this proposal may become public information.

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This proposal is offered for consideration by Linx Golf Management and H & L. It has been prepared and certified by Stephen Rice and Harry Leonard.

Certified on this 18th day of February, 2011 by:

Print Leonard	Print
Signature	Senctivre
President Title	Title

22

23

23

23

23

23

23

23

24

24

25

28

28

28

Table of Contents Page **Executive Overview** Part I 4.4.1 Forms 4.4.1.1 Affirmative Action Employee Information Report 4.4.1.2 Business Registration Reporting/Valid Business Registration 4.4.1.3 Pay to Play Part II 4.4.2 Background Information 10 Part III 4.4.3 Technical Proposal Operations Plan – General Summary 15 4.4.3.1 Operational Management Plan – Detail 17 17 The Grounds 17 Course Maintenance 17 Scheduling 17 Greens 18 Tees 19 **Fairways** 19 Roughs 19 **Bunkers** 19 Goose Control 20 Irrigation 20 Seeding/Sodding 20 Drainage 20 Miscellaneous 20 The Pro Shop 21 **Outings** 21 Tee Reservation Policies Starting Time Intervals 22 22 Course Marshalling 22

Local Tournaments

High School Programs

Complimentary Rounds

Golf Instruction

Golf Starter

Golf Leagues

Special Events

Cash Handling

Cleaning

Our Understandings

4.4.3.2 Agreement Management

General

Specific

Junior Golf

Golf Course Promotion and Marketing

4.4.3.3 Specific Plan Content Required Qualifications Proposed hours/months of operation Plans for Pro Shop Proposed Plans for Improvement Proposed Fee Schedule Memberships General Game Plan 4.4.3.4 Mobilization and Implementation Plan i. Suggested Timetable ii. Management and Key Responsibilities 4.4.3.5 Potential Problems	31 31 32 32 33 33 34 34 35 35 36 38
Part IV 4.4.4 Organization Support and Experience	39
Golf Course Operations	39
Key Personnel Experience	39
General References	39
Golf Course References	39
Pro Shop Operations	40
Company Experience	40
Key Personnel Experience	40
General References	40
Golf Course References	41
Tocanon-Colporate negadoallels	41
4.4.4.2 Organizational Chart for Spring Meadow	42
4.4.4.3 Resumes	43
4.4.4.4 Back Up Staff	50
4.4.4.5 Organizational Chart-Corporate	5 1
4.4.4.6 Experience with Projects of Similar Size and Scope	52
4.4.4.7 Financial Viability	52
Bank References	52
4.4.4.7 Sub-Operator	52
Part V 4.4.5 Monetary Proposal	53
Appendix I Manning Charts	54
Appendix II Financial Statements	55
Appendix III Joint Venture Agreement	56
Appendix IV Forms	64

Executive Overview

We are most pleased to present this proposal for consideration of managing all golf operations at Spring Meadow Golf Course. Thank you for allowing us to submit this proposal.

We are confident that, after reviewing this proposal, the Department will understand why we consider ourselves the perfect match for your needs.

Linx Golf Management and H&L Maintenance Company have worked effectively now for six years. We have signed contracts at two separate golf courses. The staffs at our companies have interacted with each other quite effectively. We meet daily to review course conditions and consult each other on frequent decisions that need to be made. If you didn't know any better, you would, in fact, think we were the same company.

Because our relationship has been so successful and due to the fact that we are both committed to growth in the long term, we have decided to merge our operations. While Spring Meadow will be our first Joint Venture, it most certainly will not be our last. (A copy of our Joint Venture Agreement can be found in Appendix III, page 56. We are excited about our future and the potential of servicing many courses in the near future.

What makes our combined efforts so perfect for Spring Meadow? To begin with we are a local company. Both operations have worked with New Jersey based golf courses since inception. We thoroughly know and understand these climates, the science behind turf management in the Northeast and most of all, exceeding the expectations of the people we serve. We remain committed to building our reputation based on these principles.

The enclosed proposal details the many reasons why we feel we offer professional services unmatched by anyone in the industry. Here are just a few highlights:

For Linx:

 We are one of the premier companies of its kind. We specialize in promoting brand awareness, marketing, event planning, awards and management throughout the golf industry. We are specialists at building relationships and creating goodwill. Our staff of experts is outstanding in virtually every dimension of the job.

- 2. We have vast management experience. We have held multi-year contracts with several well known golf courses in central New Jersey. Westlake Golf and Country Club, in Jackson, has 500 members. They will exceed well over 35,000 rounds of golf this year. Greenbriar Oceanaire, located in Waretown, boasts approximately 550 members and will have nearly 33,000 rounds of golf this year. We specialize in all golf operations including pro shop, starters, rangers, cart barn, driving range, events and member services.
- 3. Quite simply, we know how to staff, inventory and run a first class pro shop. We have unique relationships with virtually every prominent golf manufacturer in the industry. We deal directly with manufacturers, not suppliers, and thus, are able to benefit from product availability and special close out offers. Our corporate division and high volume orders give us preferred pricing. This advantage cannot be matched by any other company in the golf course management profession. We provide name brands including Titleist, Callaway, Taylor Made, Antigua, Fairway & Greene, Ashworth, Greg Norman, and much more.
- 4. CEO and company founder Steve Rice is a nationally recognized personnel expert, marketing consultant and noted authority on strategic business initiatives. Steve has over 30 years experience in Personnel and Human Resource management. He is thoroughly familiar with all human resource functions including policy administration, recruiting, retention, benefits, employment law, wage and salary administration, record keeping and training and development. He is a certified Senior Human Resource Professional.
- 5. We have a broad range of experience in golf management, formats, scoring, awards, fund raising and emcee responsibilities. We not only know how to organize and run events, we know how to find the ones suitable for your venue. One of our prior companies managed golf outings exclusively.
- 6. For each project or assignment, we establish **comprehensive standards of performance** that achieve the desired goals. These standards measure every component of daily operations to ensure performance is at consistently high levels.
- 7. We understand people. The strength of our success is based on understanding people. We understand that satisfying our customers is what drives success. We constantly strive to exceed expectations. Whether in the pro shop, on the course or interacting with

personnel, our staff provides prompt and courteous service, attention to detail and a professional demeanor. Every employee is the best the industry has to offer. We are passionate about customer interaction. Our future success depends on it.

8. We are efficiency professionals. Simply stated, we don't waste resources. We maintain tight controls for reporting purposes, staffing, training, supervision and overall productivity.

For H&L:

We are a full service golf course maintenance company that has been in business over 36 years. We are local with offices in Brick, New Jersey. Our company is currently under contract to maintain a number of golf courses in the Tri-State area. Details of this are provided throughout this proposal. We have experience with 18 hole Championship courses designed by noted architectures like Arthur Hills and 9 hole executive courses designed by Hal Purdy.

Comprehensive Services

Our list of services we provide are quite comprehensive. On several of the courses we maintain, we were asked from the inception to "grow-in" the entire course. Subsequently, we were retained to manage the courses. We have **expertise in all areas of golf course care**. We provide programs such as construction, grow ins, renovation, pond maintenance, mosquito spraying and regular maintenance practices.

Exceptionally Strong Leadership

Our management team is one of the most stable in the industry. Many of our key supervisors and managers have been with us in excess of 15 years. They all possess significant education and experience in golf course maintenance operations. Our team has pesticide applicators licenses in core, turf, ornamental, mosquito, and aquatics. Thus we are trained in identifying and solving any pest or disease problem.

Our Own Equipment

One of the key ingredients of any similar operation is the ongoing equipment needs. We are most pleased to inform you that our company owns (and presently is stored in inventory) the necessary turf maintenance equipment including top dressers, boom sprayers, fairways and greens aerators, tractor driven blowers, spreaders, mowing equipment, and verticutters. We also have the ability to transport and share this equipment between all golf courses we maintain. Our management team has three experienced mechanics that specialize in maintaining fine turf equipment.

As you review our proposal on the following pages, you will see just how passionate we are about golf management. We have already begun to identify areas in need including:

Overall improved course conditions

More comprehensive treatment

Streamlined operations

A fresh approach to merchandising

A new look for the driving range

A tee time reservation system

And more...

We understand that the only way to maximize revenue is to give golfers a reason to come back again and again. If they like what they see, word of mouth will carry our success into the future. To that end, we will aggressively work on programs to increase rounds of golf and become the course of choice for residents in Monmouth County. And the Department will benefit accordingly.

Part I 4.4.1 Forms

4.4.1.1 Affirmative Action Employee Information Report

Completed and attached – see Appendix IV, page 64

4.4.1.4 Business Registration Reporting/Valid Business Registration

Completed and attached – see Appendix IV, page 64

4.4.1.3 Pay to Play

Ownership Disclosure Form

Contract Certification and Disclosure of Political Contributions Form P.L.

2005, c. 51

Vendor Certification and Political Contribution Disclosure Form P.L.

2005, c. 271

Completed and attached – see Appendix IV, page 64

Part II 4.4.2 Background Information

i. How many years has your organization been in business under its present business name?

Linx began in 1995 under the name of International Corporate Golf (ICG). In 2003, ICG created a division by the name of Linx Golf Management. In 2006, Linx Golf Management, Inc. became a separate corporation.

H&L started as Pro Turf in 1974 and changed its name to H&L Golf Course Maintenance in 1991.

- Under what other or former names has your organization operated?
 See above comments.
 Linx began as International Corporate Golf, Inc. in 1995.
 H&L began as Pro Turf in 1991.
- iii. If your organization is a corporation, provide the following information: date of corporation; State of incorporation; president's name; vice president's name; secretary's name; and treasurer's name.

Linx Golf Management, Inc.

Date of Corporation: January 18, 2006 State of Incorporation: New Jersey President's Name: Stephen D. Rice

Vice President's Name: N/A Secretary's Name: N/A Treasurer's Name: N/A

H&L Golf Course Maintenance Company Date of Corporation: October 1, 1991 State of Incorporation: New Jersey President's Name: Harry A. Leonard

Vice President's Name: N/A Secretary's Name: N/A Treasurer's Name: N/A

iv. If the organization is a partnership, provide the following information: date of organization; type of partnership; and name(s) of general partner(s).

N/A

- v. If your organization is individually owned, provide the following information: date of organization; and name of owner.

 N/A
- vi. Has your organization ever failed to complete any contract awarded to it? No.
- vii. Within the past five (5) years, has any officer or principal of your organization ever served as an officer or principal of another organization when it failed to complete a contract?

 No.
- viii. Are there any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against your organization or its officers?

 No.
- ix. Has your organization filed any lawsuits or requested arbitration with regard to any contracts within the last five (5) years?

 No.
- x. Has any owner made a claim against you, which has resulted in arbitration or litigation with the past five (5) years?

 No.
- xi. Has your organization or any of its officers or owners ever been convicted of a crime, or are they presently the target of any criminal or administrative investigation?

 No.

xii. Has your organization or any of its officers or owners ever been disqualified, suspended, or debarred from a contract with any Federal, State, or local government entity?

No.

Describe in detail our expertise in providing golf course management services for projects similar in size and scope to the golf course property.

i. a description of all golf courses the bidder has managed, including size, number of memberships and locations of each course.

For Linx:

Westlake Golf & Country Club

I Pine Lakes Circle Jackson, NJ 08527

Private 18 hole Golf and Country Club with approximately 500 members and 35,000+ round of golf per year. All time highs were 45,000 rounds per year and 600+ members.

Operations consist of a 18 hole Arthur Hills golf course, swimming pool, tennis and bocce courts, large club house and pro shop. Linx currently has 18 employees on site.

Number of years of service with Westlake: 6

Status: Active

Greenbriar Oceanaire Golf & Country Club

1 Heritage Circle
Waretown, NJ 08758
Private 18 hole Golf and Country Club with approximately 500
members and 35,000+ round of golf per year

Operations consist of a 18 hole Arthur Hills golf course, swimming pool, tennis and bocce courts, large club house, driving range and pro shop.

Number of years of service with Greenbriar: 2

Status: Not active (outbid in year 2011)

For H&L.

Westlake Golf & Country Club

I Pine Lakes Circle Jackson, NJ 08527

Private 18 hole Golf and Country Club with approximately 500 members and 35,000+ round of golf per year. All time highs were 45,000 rounds per year and 600+ members.

H&L was asked to grow in the golf course from inception. Subsequently, retained to maintain the property. Currently maintains entire course plus entrance way and clubhouse.

Number of years of service with Westlake: 13

Status: Active

Greenbriar Oceanaire Golf & Country Club

1 Heritage Circle Waretown, NJ 08758 Private 18 hole Golf and Country Club with approximately 500 members and 35,000+ round of golf per year

H&L was asked to grow in the golf course from inception. Subsequently, retained to maintain the property. Maintained entire course plus entrance way and clubhouse

Number of years of service with Greenbriar: 10

Status: Not active (outbid in year 2011)

Renaissance Golf and Country Club

3 Renaissance Blvd E

Manchester, NJ 08759-6048

18 hole course with over 400 members and 30,000+ rounds of golf per year.

H&L was asked to grow in the golf course from inception. Subsequently, retained to maintain the property.

Number of years of service with Renaissance: 8

Status: Not active (outbid in year 2006)

Four Seasons Golf and Country Club

1560 Spring Meadow Drive Lakewood, NJ 08701-7521

9 hole course with over 400 members and 20,000+ rounds of golf per year.

H&L was asked to grow in the golf course from inception. Subsequently, retained to maintain the property.

Number of years of service with Four Seasons: 17

Status: Not active (outbid in year 2011)

Lions Head Golf and Country Club 251 Lions Head Blvd S Brick, NJ 08723-7819

9 hole course with 200 members and 8,000 rounds of golf per year.

H&L was asked to grow in the golf course from inception. Subsequently, retained to maintain the property.

Number of years of service with Lions Head: 29+

Status: Active

ii. the beginning and ending dates of each management contract or lease associated with each golf course listed in "I" above.

For Linx:

Westlake Golf and Country Club

Contract start date: January 1, 2006 – present

Greenbriar Golf and Country Club

Contract start date: January 1, 2009 thru December 31, 2010

For H&L

Westlake Golf and Country Club

Contract start date: January 1, 1998 – present

Greenbriar Golf and Country Club

Contract start date: January 1, 2000 thru December 31, 2010

Renaissance Golf and Country Club

Contract start date: January 1, 1997 thru December 31, 2005

Four Seasons Golf and Country Club

Contract start date: January 1, 1993 thru December 31, 2010

Lions Head Golf and Country Club

Contract start date: January 1, 1981-present

Part III 4.4.3 Technical Proposal

Operational Plan – General Summary

Linx and H&L have had a successful working relationship since 2006. We understand what it takes to perform at a high level of expertise and satisfy golfer needs. We operate under the sole tenet to exceed the expectations of every golfer by ensuring that they enjoy their time with us. Our future success depends on this very important value.

We realize that it is critical for us to continue to live up to the reputation of providing professional services as a third party operator. This, after all, is still a State owned property and as contractors we need to be mindful of performance excellence. Therefore we must constantly work on building relationships and creating goodwill for the good of all parties.

In general, we plan to take an aggressive approach upon being awarded the contract. From a golf course maintenance perspective our experienced crew consisting of a golf course superintendent and 6-9 employees will perform the golf course maintenance operations. Maintenance operations will start at first light. It is imperative that the course is prepared for early rounds.

Daily jobs performed will include cleaning the parking lot, walkways and building surrounds. We maintain a daily plan for the golf course maintenance schedule. This is outlined in the specific plan content section of this proposal. All crew members are cross-trained to perform any job on-site if the need arises. We find this to be a valuable tool as each member has a thorough understanding of what it takes to complete each task. Consequently, no task is ever overlooked.

With respect to pro shop operations, our objective will be to further enhance the overall culture of the property. We plan on maintaining (for the most part) the greens fee structure. Cosmetically, the pro shop will have a different look and feel. Our plans call for more equipment, demo clubs for daily use, more apparel at attractive pricing due to our ability to buy in bulk and VIP programs. Our on site manager will have PGA credentials making it convenient to book lessons, score tournaments, interpret rulings and even schedule clinics.

Since junior golf is very important to us, we plan on starting a junior program for the younger golfers. Outings will be promoted for large groups who may want to raise money for charity. This will present an opportunity to further interact with The Spring Meadow Inn. We will also market a program for afternoon golf leagues.

We plan on introducing an optional on line tee time reservation system to make scheduling of tee times easier. If this proves successful, we plan on instituting an automated system permanently. This will ultimately be dictated by overall interest and need.

Starters will ensure all golfers understand pace of play rules. They will be responsible for getting them off to a good start. And rangers will monitor the pace of play and ensure traffic flow is even.

And finally, there is our leadership. Steve Rive, CEO and founder of Linx is a former VP of Human Resources and nationally recognized personnel expert and noted authority on strategic business initiatives. In his career he has hired in excess of 14,000 employees. He is thoroughly familiar with all human resource functions including policy administration, recruiting, retention, benefits, employment law, wage and salary administration, record keeping and training and development. Steve possesses extremely high standards and will ensure that our staff is the best of the best.

Harry Leonard, President of H&L, has over 36 years of experience in virtually every facet of golf course maintenance. His experience spans grow ins to working on site with mature landscape. He has worked with some of the most noted names in the industry including Tom Fazio, Hal Purdy and Arthur Hills. He is respected for his knowledge of golf course management and takes an exceptional amount of pride in his work. Additionally, his personally trained staff are among the best in the business.

Operational Management Plan - Detail 4.4.3.1

The Grounds

Note: Variances from the guidelines set forth will be necessary at times to allow for adjustments resulting in climatic conditions and golf course traffic.

Course Maintenance

An experienced crew consisting of Director of Golf Operations/Head superintendent (Mark A Kriews, currently on staff with 20+ years of experience in management, maintenance, construction and renovation of golf courses), Golf Course Superintendent, (Douglas Meyer) and 6-9 employees (5 employees currently on staff with a minimum of 5 years experience) will immediately be transferred to Spring Meadow golf course maintenance operations. The remaining new hires will be trained by this experienced maintenance team. We also plan on using part-time employment through Search Day Program (private school for children with Autism). They maintain a very successful work program for their students.

Scheduling

- i. Maintenance operations will commence a minimum of ½ hour before first scheduled tee time.
- ii. Our experienced crew understands that any schedule put forth is subject to change. Turf grass is a living organism that is highly dependent on weather and demands that the maintenance crew be available at all times. This being said, our outline for personnel is 8hrs/day Monday through Friday and split crew on weekends with $\frac{1}{2}$ the crew for 3hrs on Saturday and ½ the crew for 3hrs on Sunday.

Greens

- i. Greens will be mowed, during the growing season, 5-7 times per week with a tri-plex greens mower @ 5/32" to 3/16" depending on weather. During the off-season greens will be mowed as necessary to provide quality-putting surface.
- ii. Greens will be rolled during the growing season 1-2 times per week to provide quality-putting surface.
- iii. We will repair ball marks, divots or other damaged turf on all greens daily.

- iv. We will core aerify all greens a minimum of 2 times annually, usually in the spring and fall and top-dress all greens after aerifications.
- v. Vertical mowing of all greens will be performed as needed between aerifications.
- vi. Fertilization of greens will be 5-7 pounds of nitrogen per 1000sq.ft. per year.
- vii. Appropriate pesticide applications will be made based on weather conditions. Preventative spraying measures will be taken during periods of high risk. All employees involved in our spraying program are properly trained and licensed.
- viii. Pin positions will be changed 5-7 times during busy season and as necessary during slow season.
- ix. The condition of the greens will be evaluated and a long-range plan for upgrades and repairs will be implemented. Our strength is our in-house construction abilities.

Tees

- i. Tees will be mowed, during the growing season, 2-4 times per week with a tri-plex mower @ 5/8" to 1" depending on weather. During the off-season tees will be mowed as necessary.
- ii. Tee markers will be moved 5-7 times per week with divot repair, garbage emptied daily, ball washers checked and tees blown off with each move.
- iii. Pest/diseases/weeds- tees will be sprayed when needed to maintain attractive turf.
- iv. Fertilization of tees will be 4-6 pounds of nitrogen per 1000sq.ft. per year.
- v. We will core aerify all tees a minimum of 2 times annually usually in the spring and fall. We will also seed and top-dress all tees after aerifications.
- vi. The condition of the tees will be evaluated and a long-range plan for upgrades and repairs will be implemented.

Fairways

- i. Fairways will be mowed, during the growing season, 2-4 times per week with lightweight fairway mowers @ 5/8" to 1" depending on weather. During the off-season fairways will be mowed as necessary.
- ii. Pest/diseases/weeds-Turf will be sprayed when needed to maintain attractive turf.
- iii. Fertilization of fairways will be 3-5 pounds of nitrogen per 1000sq.ft. per year.
- iv. We will core aerify all fairways a minimum of 1 time annually, usually in the fall.
- v. The condition of the fairways will be evaluated and a long-range plan for upgrades and repairs will be implemented.

Roughs

- i. Roughs will be mowed, during the growing season, 1-2 times per week @ 2" to 2 1/2" for in-play areas. Out of play areas will be mowed every 3 to 4 weeks. During the off-season roughs will be mowed as necessary.
- ii. Pest/diseases/weeds-Turf will be sprayed when necessary to provide quality turf.
- iii. Fertilization of roughs will be 3-5 pounds of nitrogen per 1000sq.ft. per year.

Bunkers

9

- i. The condition of the bunkers will be evaluated and a long-range plan to rebuild the bunkers will be implemented.
- ii. Bunkers will be mechanically raked 2-3 times per week. Days bunkers are not mechanically raked they will be inspected and any necessary hand raking will be performed.

Goose Control

- i. We own 3 trained border collies. Spring Meadow Golf Course will receive the services of 1 or more of these trained dogs as necessary to provide proper control of any goose population on-site.
- ii. All control methods will conform to the permit requirements.

Irrigation

- i. The condition of the irrigation system will be evaluated and a longrange plan for upgrades and repairs will be implemented.
- ii. Hand watering will be performed when necessary.
- iii. Edging of sprinklers, valves, drains and yardage markers will be done as needed to ensure no obstruction of play from growth around these items.
- iv. Edging along cart paths will be performed a minimum of once per year.

Seeding/sodding

i. We will work on an aggressive plan for seed and or sod used on the golf course.

Drainage

i. The condition of the drainage system will be evaluated and a longrange plan for upgrades and repairs will be implemented.

Miscellaneous

- i. Stakes and rope for cart traffic on course will be maintained daily.
- ii. Ball washer towels will be replaced as necessary.
- iii. Replacement of flagpoles, flags, cups and trap rakes will be performed as needed.
- iv. Parking lot, walkways, building surrounds and driving range area will be inspected daily to maintain a clean safe environment for all guests.

The Pro Shop

Quite simply, we know how to staff, inventory and run a first class pro shop. We have unique relationships with virtually every prominent golf manufacturer in the industry. Our buying advantages, due to high volume orders are unique in the industry. Thus golfers are able to benefit from preferred pricing, product availability and special close out offers. We plan on providing name brands including Titleist, Callaway, Taylor Made, Antigua, Fairway & Greene, Ashworth, Greg Norman, and much more.

The pro shop will look fresh and a full line of merchandise will be present throughout the entire season. We also plan to sell equipment at MAP (Minimum Advertised Pricing) which is the exact same rates as the major internet and retail companies like The Golf Warehouse, GolfSmith and Dick's Sporting Goods. All this is aimed at creating buyer loyalty and the go to place for golf needs.

We have a broad range of experience in golf management, formats, scoring, awards, fund raising and emcee responsibilities. We not only know how to organize and run events, we know how to find the ones suitable for your venue. One of our prior companies managed golf outings exclusively. We plan on taking advantage of our expertise to solicit and run a full service golf outing program. This helps attract new players with the potential for repeat business. We will launch a marketing program including business solicitation immediately with the objective of booking a modest number of events in the first year and a minimum of 15-20 in year two and beyond.

Each phase is critical to the success of an outing. Roles we plan on serving include:

-Meeting with the tournament contact to review logistics, on course needs, merchandise, MC arrangements, etc.

-Set up the course the morning or day prior to the event (closest to pin, longest drive, signage, ground under repair, etc.)

-Set up the staging area for carts, order of play, names assigned to each

-Print out rules, formats, etc. and provide to each participant.

-Streamline traffic flow for golf bag drop off, tee gifts and other arrangements to keep things moving.

-Make sure event begins on time. Have spotters on course where needed.

-Periodically check on course beverage and food levels.

-Collect all official score cards and score the event.

-Present awards at awards ceremony, MC event if necessary.

Here are some additional programs we plan on implementing in the short term.

Tee Reservation Policies

We are familiar with several automated tee time programs, internet based programs and manual programs where people call in for starting times. While certain programs have their distinct advantages, we stand ready to employ whatever system is in place. Initially we plan on honoring the

current process of call ins 7 days in advance. We may layer in an optional on-line tee time reservation process to monitor the effectiveness and volume. If successful, we will implement such a system in subsequent years. We do, however, want to listen to the golfers and ask them what they prefer. They'll help us decide the best course of action.

Starting Time Intervals

While we have experimented with various time intervals, the 10 minute intervals seem to work best. We would possibly suggest 9 or 8 minutes but no tighter than that. If there is a need for a starter's time, then the system in place is simply not working.

Course Marshalling

Good course marshalling starts with a stern but polite message on the first tee. There should be a gentle reminder that each group must keep up with the group in front of them, no exceptions. This is an area that each course should take very seriously. Nobody likes slow play. Furthermore, there is no need for slow play. Despite a busy 18 hole venue on a fairly short course, the pace of play should be efficient for the good of all those on the course. Those holding play up should be asked politely to keep up or skip a hole. Some courses have had some positive results from pace clocks in each cart but if done properly, good marshals will get the job done.

Local Tournaments

We firmly believe that local events are vital to every golf program, even public venues. We support all efforts to continue such a cause. If the interest is there, we suggest informal weekend events, major tournaments 3-5 occasions each year, a club championship broken down by flights and more. Since the intent here is to strive toward increased play, events (whether formal or informal) go a long way to helping the cause.

Golf Course Promotion and Marketing

Our success depends on a steady flow of golfers. That can only occur if we give them a reason to come back. To that end, we would like to ask all those interested to sign up for email notices about pro shop specials, upcoming tournaments and other news of note. We will have a website (with the permission of The State) where people can log on to learn about course news, upcoming events, merchandise sales, specials and anything worthy of communicating. This will be an outstanding way to interact with the public.

Golf instruction is essential for golfer development. It also creates goodwill for the course. Our on site PGA member will coordinate lessons. If feasible and depending on space, we will install a video system to be used to allow player lessons to be video taped. This will also allow us to promote clinics for golfers of all levels and age groups.

As mentioned in our previous comments, we believe the messages provided by starters set the tone for the day. Starters will be used throughout the day until non-peak times occur.

High School Programs

If at all possible it's great to have an area high school team use a course like Spring Meadow. In fact, it was Steve Rice's home course way back in 1970 when he went to St. Rose High School. Practice sessions and events can be offered at reduced rates. This goes a long way in promoting goodwill.

Complimentary Rounds/Rain Checks

In general we are not in favor of complimentary rounds. We do, however, support reduced fees for State officials and other dignitaries. If there are current policies in place for State officials, we will gladly abide by them. One last thing, rain check rules should be clearly posted. Our policy will be that rain checks will only be issued if we close the course for play while players are on the course.

Golf leagues are common practice in many towns and since most play at non-peak times, it provides an additional means of income. We are happy to offer promotional opportunities to area businesses and will coordinate formats, league standings and tournament scoring.

Special Events/Requests

Providing we can coordinate the space with The Spring Meadow Inn, we would like to offer rules seminars, golf club fitting sessions and other golf education events periodically.

Cleaning of the Pro Shop, Toilets, Cart Barn, Maintenance Building, etc. It goes without saying that these areas need to be attended to several times each day. We understand that this course is a reflection on the State and all those associated with it. This sets the tone for all other measures.

Experience with Junior Golf

It is a known fact that rounds of golf are decreasing each year and have been steadily for the past five years or more. This is not only a Spring Meadow problem but a nationwide one. Only part of this is economy driven. On more and more occasions, golf is becoming less accessible to kids. The biggest issue stems around the initial expense of equipment and daily charges for greens fees. Spring Meadow has very competitive greens fees. We plan on keeping that custom in place. This has to be capitalized upon even more when it comes to junior golf. We are very sensitive to these issues and have promoted junior golf clinics for many years. The point is that we need to do more to get kids interested in this great life-sport. We will offer affordable packages for after school junior clinics. We will establish relationships with areas schools to further this cause. We can also supply information on our new website along with pro shop signage to promote junior clinics. We need to make it fun and memorable for the children so they will be encouraged to continue well into adulthood. While we realize that the course primarily attracts a more senior population, this proposed junior program can only add to our efforts to increase rounds of golf and further promote Spring Meadow.

Cash Handing Procedures and Safeguarding Assets

Since we interact as a third party contractor, it is essential that we maintain comprehensive protocols related to dealing with all cash and credit card transactions. The following is typical of the procedures we maintain:

- 1. The person opening for the day must arrive at least 30 minutes prior to the first tee time.
- 2. Sign into the POS system with secure ID and password.
- 3. Count the cash in draw available for making change.
- 4. Every scheduled player must check in, pay and get a dual receipt, one to hand to the starter and one to retain for their records. The system records all transactions throughout the day.
- 5. Credit card transactions are recorded the same way but through the secure credit card server.
- 6. When a new person takes over a shift in the middle of the day, the prior person closes out and a new shift begins with the same procedures.
- 7. At the end of the day a daily summary report (z report) is printed out. This summarizes every transaction. The cash draw is emptied as well.
- 8. A deposit reconciliation summary sheet is completed detailing total credit cards, checks and cash transaction. This must agree with what is on the z report.

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- 9. A deposit slip is completed and bank deposit made accordingly. NOTE: Bank deposits are made every day regardless of the deposit amounts.
- 10. Monthly reports determine if any transactions were mixed up throughout the month. Variances are noted and adjustments are made accordingly.

Our Understandings

General

We fully understand that we will be solely responsible for the maintenance and cost related to:

The golf course property and buildings, structures and improvements Structural repairs

Potential installation and repair of all utility systems

The cost of all utility services (water, gas, propane, oil, electric, sewer, septic and heat)

Telephone and other communication services

The irrigation system

Snow removal of driveway and parking lot

The golf course property must be in good as or better condition at the end of any agreed upon contract.

Trash

We agree to comply with all recycle programs, keep all areas free from trash build up and dispose of waste appropriately.

Cosmetic Changes to the Course and/or Buildings

We agree not to make any changes without first proposing to the Department the nature of these changes, overall benefit and outcome. Examples may be tree pruning, landscaping improvements, building repairs, painting and electrical work.

Turf Cultivation

All turf programs will comply with the management practices and standards in accordance with the Golf Course Superintendents Association of America and the United States Golf Association.

Permits Required and Allocations

As detailed in the RFP and the proposed Operating Agreement, we agree to comply with all statutes, laws, permits required and ongoing management of the following programs:

Wild Geese Population Water Allocation Program Septic System Plus any other programs currently in place or required during the term of our contract.

We further agree to comply with any requirements, licenses, permits and approvals required by State, Federal or local authorities for the improvement and/or maintenance of the golf course property.

Golf Carts

We have already been in contact with Vic Gerard Golf and made arrangements for the continuation of electric carts for use immediately after the operator agreement is signed. Our most likely plan will be to continue the existing contract until the end of year 2011, then secure a long term contract with new or a fleet of used carts (subject to review of condition.) Naturally, we will abide by any provisions so stipulated in the existing contract with the Department.

insurance

We currently maintain a more than adequate amount of liability insurance coverage. We agree to provide a minimum of One Million Dollars (\$1,000,000) naming the Department as additional insured. Additionally, we provide contents insurance, business insurance, workers' compensation and all other statutory insurances as required by law.

Indemnification and Hold Harmless Agreement

We agree to indemnify and hold free and harmless, assume legal liability for and defend, the Department, evaluation committee and each of their officers, employees and agents from and against any and all actions, claims, liabilities, assertion of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery costs, court costs, claims or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, which in any manner directly or indirectly may rise or be alleged to have arisen, or resulted or alleged to have resulted from the acts or omissions or other conduct of our organization and its conferees, officers, employees and agents in connection with the contract resulting from this RFP.

Employer Status

It is fully understood that employees of Linx and H&L are in no way representatives of the Department and that we maintain any and all responsibility with regard to employment law and all guidelines and

regulations so dictated by Federal and State Wage and Hour Division and the NJ State Division of Employment. It is further understood that we will operate solely as an independent contractor.

4.4.3.2. Agreement Management

Our entire reputation is based on our ability to serve the public well and make the golf experience a most enjoyable one for everyone. If we fail to do that, we fail to do our job. Any employee who does not live up to our standards is dealt with in a most severe manner. We typically develop a series of performance standards to ensure that daily performance is commensurate with all existing terms. Subject to final review and approval, we are proposing that the following performance standards be implemented.

Annual Performance Reviews

Every employee with be subject to a comprehensive written performance evaluation on an annual basis. Quarterly informal reviews will also be conducted to ensure that the job competencies and performance are at appropriate levels. Any employee not performing up to the standards established will be given an opportunity to correct his or her actions. If overall performance does not improve within a designated time frame, the employee will be replaced. (I copy of our performance evaluation form can be found in Appendix, page.)

Discipline Procedures

We pride ourselves on hiring exceptional staff. However, there are times when disciplinary actions may be necessary to correct an action or performance problem. In the event any employee does not live up to the standards established or is subject to a complaint filed from a third party, a formal discipline process will take place. This will consist of the following:

Oral Warning (immediately after infraction) Written Warning (within 15 days after oral warning if no improvement) Suspension (within 15 days after written warning if no improvement) Termination (within 15 days after suspension if no improvement)

The above procedures will serve as guidelines. We retain the right to take any immediate corrective action, up to and including termination, if necessary, for all employees.

One of the cornerstones to a successful operation is the ongoing interaction with the staff and departments. In our scenario, we plan to have two senior managers on site at all times. The pro shop will have a manager (PGA Head Pro) responsible for all pro shop and golf operations including pro shop staff, cart barn, starters, rangers and driving range. He will be the day-to-day key decision maker. The other senior member of our staff will be the Director of Operations/Head Superintendent. He will oversee his assistants, on course maintenance staff, mechanic and laborers. A key differentiator for us is that these managers will dedicate

100% of their time to what they do best, prepare the course and cater to the needs of the public. They will not be responsible for any other day to day administrative functions including, A/P, A/R, payroll, pro shop vendor interaction, benefit administration, hiring and interacting with other third parties. All of these functions are handled by staff in our corporate headquarters. This has been our policy since our inception. This practice has allowed the people in charge to focus solely on the needs of the aolfers.

Our Head Pro interacts with the Director of Operations each day, every day. They need to discuss course conditions, changes in protocols, notices to be posted, etc. This is the most critical part of the operation.

With only a few exceptions at this time we have already appointed the staff for Spring Meadow as soon as the Operating Agreement allows us. We have employees and/or candidates ready to go. This will significantly contribute to an easy transition.

While the principals of Linx and H&L are not on-site on a daily basis, they interact by phone several times a day. On site visits, in all likelihood, will take place 2-3 times per week in the first year and then weekly in subsequent years. Our experience has taught us to put the right people in place to make the best decisions. NOTE: During the initial phase of the mobilization process, the principals will be on site daily.

We plan on providing the Department monthly reports summarizing the following information:

Number of rounds played in all categories Total monthly revenue by category A breakdown of pro shop revenue by major category (equipment, apparel, accessories) Driving range revenue Plus, any other sources of revenue

These reports will allow the Department to track our revenue and monitor excess revenue above the threshold (15%) for additional sums to be paid to the Department.

Meetings

A key ingredient with a contract structured like this is to ensure that both parties maintain an ongoing process of communications. This will allow us to further improve overall operations while permitting the Department to evaluate our competency levels. In addition to complying with all requests to submit summary reports and analyses, we would suggest periodic meetings. While these meeting may be brief in nature, they will nevertheless, provide the continuous comfort levels needed. During the initial year of our contract we suggest bi-monthly meetings with quarterly meetings thereafter. If the Department desires more or less frequent meetings, we will gladly comply accordingly.

4.4.3.3 Specific Plan Content

Potential Number of Employees:

Grounds11

Pro Shop Operations 11-13

Required Qualifications for Each Position

Director of Golf Operations/Head Golf course Superintendent:

- 2 or 4 year degree or certificate in turfgrass management required.
- -5+ years superintendent experience in northeast/midatlantic region.
- 2+ years golf operations management experience preferred.
- -Must be highly organized, motivated, efficient and detail oriented.
- -Must have ability to maintain golf operations to high standards.

Golf Course Superintendent

- -2 or 4 year degree or certificate in turfgrass management preferred.
- -3+ years superintendent experience preferred.
- -Must be highly organized and passionate about golf maintenance.
- -Must have ability to maintain golf course to high standard.

Golf Course Equipment Technician

- -High School or Vocational School Graduate
- -Minimum 3 years experience with golf course equipment.
- -Knowledge of gas and diesel engines.
- -Reel grinding and welding experience preferred.
- -Preventative maintenance scheduling and parts inventory experience.

Foreman

- -High School Graduate
- -2+ years golf maintenance experience.
- -Supervisory experience preferred.
- -Motivated to succeed in golf industry.

Crew

- -High School Degree or GED equivalent.
- -Golf course or landscape experience preferred.

Head Golf Professional

- -At least 8 years in the golf industry with a minimum of 3 years in a leadership capacity
- -Class A PGA status preferred but not required
- -At least 5 years experience with merchandising
- -Certified in the Rules of Golf

- -At least 5 years experience in Tournament/outing operations
- -Certified to teach and give lessons
- -Exceptional communication skills (both oral and written)
- -Above average PC skills
- -Proven ability to lead, manage and motivate others
- -Proven track record of overseeing a golf operation

Pro Shop Staff (2 PT)

- -At least 3 years experience in retail sales, merchandising or golf operations
- -Exceptional communication skills and customer interaction
- -Strong PC skills
- -Excellent telephone skills
- -Money management skills

Starters/Rangers (4 PT)

- -Familiarization with golf operations, prior experience preferred
- -Exceptional communication skills and customer interaction
- -Organizational skills

Cart Barn (2 PT)

- -Familiarization with golf operations, prior experience preferred
- -Exceptional communication skills and customer interaction
- -Organizational skills

Driving Range (2 PT)

- -Familiarization with golf operations, prior experience preferred
- -Exceptional communication skills and customer interaction
- -Organizational skills

Proposed hours and months of operation

See Manning, Charts in Appendix I, page 54

Equipment and maintenance schedules

See Operational Management Plan – Detail Beginning on page 16

Plans for Pro Shop

See Operational Management Plan – Detail Beginning on the bottom of page 19

Proposed Plans for Improvement

Refer to entire contents of section Operational Management Plan – Detail Beginning on page 16

Proposed Fee Schedule

We conducted a thorough review of the current greens fees and compared them to area golf clubs and found them to be consistent. There is always a fine line between charging a rate to attract the maximum number of golfers and rates that are perceived as excessive. In the end, overall condition of the golf course and our amiable staff will be the primary factors in increasing rounds of golf. We plan to improve overall playing conditions immediately. Word of mouth will travel fast.

To that end we are proposing the following rates for the remainder of 2011. (NOTE: While we hope to maintain these rates or rates very similar in subsequent years, our overall cost of operations will dictate further revisions. We realize, however that our objective is to increase rounds of golf each year so we will be sure to be cognizant of the greens fee structure.)

Category	Pro	posed		Current
Weekday	\$	33,00	\$	28.00
Weekday Twilight (after 2pm)	\$	27.00	\$	23.00
Sr. Citizens weekday only	\$	20.00	\$	19.00
Junior weekday only (under 18)	\$	20.00	•	
Weekends/Holidays	\$	38.00	\$	33.50
Weekends/Holidays-Twilight (after 2pm)	\$	29.00	\$	28.00
Winter anytime/any category	. \$	15.00		
High School Students/Teams (Weekday only)	\$	10.00	·	
Golf Carts				
Power Daily	\$	36.50	\$	36.50
Sr. Citizen Weekday only		N/A		N/A
Power Twilight	\$	30.50	\$	30.50
Hand Carts	\$	6.50	\$	6.50
Driving Range				
Small	\$	6.00	\$	5.50
Large	\$	9.00	\$	8.50
Short Game Area	·		·	
Club Rental	. \$	20.00	\$	24.00

Memberships

Beginning in year two of the operating agreement, we plan on offering membership for the golf season and driving range. These memberships will consist of several categories including:

Annual membership with unlimited golf Annual membership with limited golf Weekday only membership Weekend only membership Off Season Membership

Driving Range membership - Season only

We will aggressively market membership options and even seek feedback from informal and formal surveys. Our final decisions will be based on overall interest.

General Game Plan

Please refer to the details of the Operational Management Plan beginning on page 16. In addition to the content previously described, here are some added thoughts.

For The Pro Shop

We are very capable of turning a pro shop around completely in 30 days or less. For this contract, we plan to implement the following during the transition period or whenever the Department authorizes us accordingly.

Installation of additional fixtures/racks immediately

Review capacity of current cash register/POS system, revise or upgrade accordingly

Purchase full line of apparel to include:

3-5 name brands of polos (Antigua, Slazenger, Fairway & Greene, Callaway and more)

Footjoy and/or Callaway golf shoes

Golf Balls (Titleist, Callaway, Pinnacle, Top Flite)

Hats and visors

Windshirts and vests

Equipment (clubs and putters)

Accessories (tees, markers, divot repair tools, etc)

Review possibilities of slat walls and install accordingly (Subject to review and approval of Department)

Create signage
Marketing and Advertising on website
Ongoing sales
Specials
News of note

Install PC for recording of scores to be posted immediately on GHIN System. An annual fee of \$30 will be charged for this service.

Plans to install an indoor hitting bay and video cameras will be reviewed and analyzed for year two and beyond. This will allow golfers to be fitted for clubs and have winter lessons.

(Note: We will not be interested in purchasing the existing inventory of pro shop products from the Department. We will, however, assist them in any way necessary to clear out current inventory.)

4.4.3.4 Mobilization and Implementation Plan

Unlike most contracts this one is being executed and phased in during an active golf season. For the benefit of all parties concerned, we will plan on transitioning with little or no interruption in overall operations and play. Our objective is to be seamless to the public. Under no circumstance will we consider closing the course during this period. If the Department allows, we would like to work with the existing staff for a brief period to learn about current operations, existing protocols and overall culture. We believe this will help us make a smooth and rapid transition.

i. Suggested Timetable

Anticipated Bid Award Date	3.22.11
Fully Executed Operating Agreement	4.01.11
Transition Completion Date	4.15.11

Implementation Schedule for Golf Operations

Action	Completion Dates
Conduct thorough on site review/analysis	3.23.11
Analyze money mgt systems/POS and order new	3.23.11
equipment as required	
Order pro shop inventory	3.27.11
Interview/hire remaining staff	4.05.11
Install new fixtures/racks as needed (all in stock)	4.15.11
Create/test website	4.15.11
Schedule painting/ repairs accordingly	4.10.11
Secure all signage in pro shop and surrounding areas	4.15.11

Implementation Schedule for Maintenance and On-Course Operations

Action	Completion Dates
Meet with State Representatives to review and catalog current conditions of all State property. This will include permits, contracts, buildings, grounds, equipment, furnishings, merchandise and utilities.	3.25.11
Meet with the concessionaire to review responsibilities and begin a cohesive working relationship.	3.25.11
Review inventory of turf equipment (already on hand) and all that is necessary for successful operation. Relocate to Spring Meadow Golf Course.	4.4.11
Engage Head Golf Course Superintendent on site for overview and analysis.	4.1.11
Plan to have entire staff, equipment, supplies on site for scheduled start date.	4.15.11 or prior

General

Action	Completion Dates
Review and finalize staffing needs/hire accordingly (if needed)	4.01.11
Secure all required insurances (worker's comp. liability, business owners, contents, medical, etc.)	4.01.11
Secure all required local and State permits	4.05.11
Secure payroll company	4.01.11
Arrange to switch over telephone service/utilities	4.01.11
Finalize golf cart contract	4.10.11

ii. Management and Key Responsibilities during Mobilization and Implementation Period

We realize that an effective mobilization plan will be critical for a smooth transition. Because we have been faced with this situation in the past, we feel confident that this will be done in under a 30 day period or less. Here's a recap on the key players and roles during the transition period.

Stephen Rice, President

Oversee smooth transition of all pro shop and golf operations functions

Head Pro - On Site from Beginning

Oversee Pro Shop/Driving Range/Cart Barn/Starters/Rangers

Key roles during transition: assist in recruiting for any open positions, review merchandise needs and order accordingly, create work schedules for

employees, secure POS system, install fixtures/racks in pro shop, order signage for pro shop and other surrounding areas, train personnel in all areas, conduct preliminary staff meetings with new employees.

Harry A. Leonard, CEO

Oversee smooth transition of all golf course maintenance functions

John Boyer, Director of Agronomy Harry M. Leonard, Assistant Director of Golf Operations James Thompson, Golf Course Equipment Supervisor

Director of Operations/Head Superintendent- On Site fro Beginning Oversee staff, assess needs, phase in game plan previously summarized

Key roles during transition:

As previously indicated, we need to immediately conduct a thorough site visit to determine the extent of repairs needed and course maintenance scheduling. Much of our remaining time will be dedicated to securing our staff, relocating equipment, finalizing contracts, leases and permits and making a smooth transition with no interruptions in play or protocols.

Equipment Plan

As previously indicated we currently have all equipment on hand and will be prepared to relocate it to Spring Meadow upon execution of the Operating Agreement. We are confident that our equipment will easily exceed the requirements and expectations of the Department.

Key Staff During Transition Only

Since our company is owned and operated by two principals we plan to have both (Steve Rice and Harry Leonard) present throughout the mobilization period. After that, we plan to be on site daily as often as necessary until we are confident that the full integration has taken place. NOTE: Our staff of professionals is quite capable of running operations in all areas from the beginning. Our presence, however, will further ensure a smooth transition.

4.4.3.5 Potential Problems

Since we are used to quick turnarounds, we believe that any problems that may arise will be minor. Even in the worse case scenario case, we will have ready solutions.

What if	What will we do
Our equipment needs are greater than earlier determined	Currently, we have over double the equipment necessary to fulfill our needs at Spring Meadow. We are confident that this will never be a problem.
We experience unanticipated employee turnover	Most of our staff has been with us in excess of 10 years. We have a very loyal following. Additionally, we have resumes and interested parties willing to work for us in a moments notice.
On course diseases cause golf course excessive damage	While we always take every precaution to prevent this from occuring, in the event of excess damage, we will launch a plan to reverse the situation immediately. It is in our best interest to get people on the course every day all year long.
Pro shop merchandise is on back order	We literally deal with hundreds of vendors and will never have the problem of unavailable inventory.

Part IV 4.4.4 Organizational Support and Experience

Golf Course Operations

As previously indicated are a full service golf course maintenance company that has been in business over 36 year. We have exception local knowledge and experience with all types and size golf courses. We specialize in new growth programs and upgrades. Having worked with some of the most noted names in business (Tom Fazio, Hal Purdy, Arthur Hills) we have benefited from their knowledge and expertise.

Key Personnel Experience

Harry Leonard, President and founder, has earned the reputation as one of the most reputable names in the industry. His exceptional staff of agronomists, horticulturalists and licensed greens superintendents possess the requisite experience and expertise to meet and exceed your requirements.

General References

Joe Kurak Manager John Deere Landscape/Lesco

Marty Futyma Owner, Fertisoll Turf and Supply Company

Golf Course References

Westlake Golf & Country Club Community Manager Rob Marino

Greenbriar Oceanaire Golf & Country Club Community Manager Mr. Jim Ritter

Four Seasons Golf Course Larry Weinstein 86 silverside rd. Lakewood, NJ 08701



Lions Head Golf and Country Club Victor Carlson

Pro Shop Operations

Company Experience

Linx has been associated with golf related services and golf course management for the past 15 years. We began our operations in the mid 1990s as a golf merchandising company. Our objective was to offer a wide array of products such as apparel, equipment and accessories. We soon acquired numerous corporate accounts and built the business to 400 active accounts. We began a golf course management division in 2003. In 2005 we merged with Golf Event Management, Inc. to Increase our diversification and mange golf events in the tri-state are. At its peak, we were responsible for the management services for over 100 events per year. In 2008, we severed ties with Golf Event Management. In 2011 we merged with H&L Golf Course Maintenance.

It goes without saying that golf courses have been a big part of our corporate culture for a long time. We know and understand what it takes to streamline operations and provide superior products and services to golfers. It is our passion. For example, at Westlake Golf and Country Club, our dedicated staff is used to busy days (35-40,000 rounds each year), catering to member needs and doing whatever it takes to put a smile on everyone's face. Our future success depends on how good a job we do today. We are used to high traffic, phones ringing off the hook and multitasking. That's what we're good at.

Key Personnel Experience

Aside from the experience Steve Rice brings, our staff is exceptional. Our head pro and shop manager will be the best the industry has to offer. At this time we have over 12 individuals willing to be a part of our company upon being awarded the bid. Many of these individuals are currently employed and have asked that we not disclose their names at this time. These individuals have experience that ranges from 10-15 years in the industry, with at least 5 years in leadership roles.

We have approximately 10 starters and rangers to select from who have served us well in prior years and are just waiting for a phone call. If the

need arises to hire additional staff, that can be done well within the mobilization period. Essentially, we are ready to go.

General References

Dean Lavender, Senior Manager, Special Markets Titleist

Brian Banner, Senior Sales Representative Callaway Golf

Joe Testa, Senior Sales Representative Ping Golf

Jim Manser, Publisher The Star News Group

Timothy Horn, General Manager Ray Catena Lexus

Golf Course References

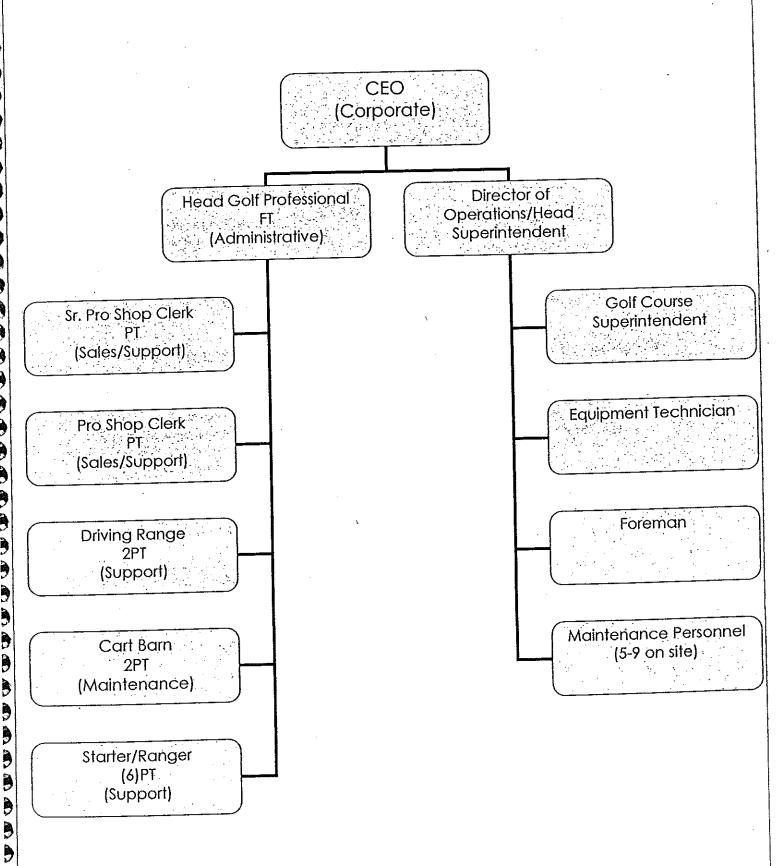
Westlake Golf & Country Club Community Manager Rob Marino

Greenbriar Oceanaire Golf & Country Club Community Manager Mr. Jim Ritter

4.4.4.1 Location - Corporate Headquarters

Satellite OfficeSpring Meadow Golf Course

Organizational Chart for Spring Meadow 4.4.4.2



(6)PT (Support)

4.4.4.3 Resumes

Director of Golf Operations/Head Golf Course Superintendent Mark A. Kriews

CAREER PROFILE

Highly focused, enthusiastic and goal-driven professional with a history of progressive management experience. Areas of strength include successful management of all facets of the club operation including golf management, course maintenance, budget preparation and financial reporting.

PROFESSIONAL EXPERIENCE

Golf Course Superintendent H & L Golf Maintenance Brick, New Jersey

2007 to Present

Oceanaire and Westlake Golf and Country Clubs are located in premiere gated communities in southern New Jersey. Renowned architect Arthur Hills designs both facilities.

- Develop long-term maintenance program designed to showcase and nurture the golf course.
- Oversee all aspects of course management including financial budgets, forecasts, staffing and vendor negotiation.
- Manage all facets of the day-to-day operation of the grounds and maintenance department and ensure that staffing levels are designed to maximize crew efficiency resulting in reduction of overtime.
- Negotiate asset and equipment purchases and/or leases.
- Design chemical and treatment plan to ensure that the golf course remains fertile and disease free.
- Ensure execution of financial reporting and manage the financial health of maintenance department.

Golf Course Superintendent/Assistant General Manager Olde York Country Club Chesterfield, New Jersey

2005 to 2007

Old York Country Club is a private facility located in beautiful Chesterfield, New Jersey and designed by Gary Player.

- Managed all aspects of the day-to-day operation and communicated with all department managers including the Food and Beverage Director, Head Golf Professional and Controller.
- Develop long-term maintenance program designed to showcase and nurture the golf course.
- Oversee all aspects of course management including financial budgets, forecasts, staffing and vendor negotiation.
- Ensured timely execution of financial reporting, operating forecasts, cash flow planning, new project evaluation, equipment maintenance and cost controls.
- Responsible for the implementation, administration and maintenance of all objectives, policies, programs and fiscal practices of the golf facility.

- Supervised 30 employees to ensure that club standards and the highest quality of service were achieved.
- Maintained and promoted an impeccable professional image with the membership and the community.
- Oversaw all operational policies, procedures and controls to ensure the safekeeping of assets, inventory and resources.
- Created and enforced company policies and procedures.

Golf Course Superintendent H & L Golf Maintenance Brick, New Jersey

2000 to 2005

Oceanaire and Westlake Golf and Country Clubs are located in premiere gated communities in southern New Jersey. Renowned architect Arthur Hills designed both facilities.

- Oversaw all aspects of the opening of the golf club including grow-in, implementation of financial budgets, forecasts, equipment purchases and staffing.
- Manage all facets of the day-to-day operation of the grounds and maintenance department and ensure that staffing levels are designed to maximize crew efficiency.
- Developed long-term maintenance program designed to showcase and nurture the aolf course.
- Negotiated asset and equipment purchases and/or leases.
- Ensured execution of financial reporting and managed the financial health of the maintenance department.

Golf Course Superintendent Old Orchard Country Club Eatontown, New Jersey

1990 to 2000

Old Orchard is a semi-private 18-hole facility with 400 golfing members.

- Managed the golf facility in absence of the General Manager.
- Responsible for staff training and development.
- Manage all facets of the day-to-day operation of the grounds and maintenance department and ensure that staffing levels are designed to maximize crew efficiency resulting in reduction of overtime.
- Develop and execute long range and annual plans.

FORMAL EDUCATION

- Associate of Applied Science North Carolina State University (1988)
 Turf Management
- Class "A" Golf Course Superintendent.
- Completion of continuing education seminars on:

General Management

Golf Course Maintenance and Management

Human Resource Management

PROFESSIONAL MEMBERSHIPS

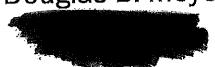
Golf Course Superintendents Association of America.

Golf Course Superintendents Association of New Jersey.

GCSANJ Board of Directors 1998 to 2000.

GCSANJ Finance Director 1999.

Douglas B. Meyer



Objective: To supervise, manage and oversee in the mowing and maintenance of golf courses.

Education: Toms River East High School-1985

Experience

Jan 1997 - present | Superintendant H&L Golf Course Maintenance | 251 Lions Head Blvd, S. Brick, NJ 08723

- Oversees general maintenance and mowing of golf course fairways, rough, greens, tee area, and other open spaces.
- Oversees and assists in the maintenance of course sprinkler systems.
- Oversees seeding, fertilizing, top dressing, soil conditioning and watering of course.
- Maintains pest and weed control.
- Supervises a staff of 12 employees including employee time management.
- Acts as a liaison in coordinating golf tournaments and special requests through the Pro Shop.
- Oversees geese control via Border Collie assistance.

Jan 1992-1997| Foreman Blossom Lawn's | Toms River, NJ 08753

- Responsible for a staff of 3.
- Oversaw and maintained private and commercial landscaping/lawn maintenance.

Jan 1985-Jan 1992| Foreman Pro Turf | 251 Lions Head Blvd S. Brick, NJ 08723

- Responsible for a staff of 10.
- Oversaw maintenance of sod and grading.
- Maintenance and mowing of golf course fairways, rough, greens, tee area and other open spaces.
- Oversaw and maintained seeding, fertilizing, top dressing and watering of course.

Career Objective:

To continue to serve as a catalyst toward the growth and development of the golf courses we represent.

Education:

Monmouth University, West Long Branch, New Jersey 1976 BS Accounting, Additional Concentration in Psychology

Experience: January 1998 – Present

Linx Golf Management, Inc., Shrewsbury, New Jersey
A golf management and marketing consulting company.

CEO and Founder

Set policy and oversee the leadership responsible for contracts with our golf course client base. In a separate capacity, I interact with corporate clients and assist them in growing their business through marketing initiatives.

January 2006-December 2007 The Linx Group, Edison, New Jersey A golf-event and branding company

President

Oversaw dally operations of over 100 events annually. Lead branding team in all phases of sales and support for over 300 corporate accounts.

September 1994 -Present PerforMAX, Inc., Monmouth Beach, New Jersey
A multi-dimensional training and development company with an
emphasis on developing leaders and professionals at all levels.

President and Founder

Responsible for the design and facilitation of 25 varied programs.

Primary programs include Leadership Development, Communication Skills, Critical Aspects of Recruiting, Team Bullding, Behavior, Performance Management and Selling Skills. All programs are presented in a corporate or public environment.

June 1976 -September 1995 - New Jersey Press, Inc., Neptune, New Jersey
A diversified communications company with newspaper, radio and television properties.

Vice President/Human Resources (February 1990 - December 1995)

Responsible for all human resource functions and design and administration of corporate policies for parent company and subsidiaries with over 2,000 employees. Led staff of 20 human resource professionals.

Director of Human Resources (February 1979, February 1990)

Primarily responsible for administration of daily functions in human resource department including employment, benefits, training and development and salary administration.

Personnel/Benefits Administrator (June 1976 - January 1979)

Responsibilities included selected recruiting, administration of company benefit programs and payroll processing.

Professional Affiliations:

SHRM (Society For Human Resource Management)

Past National Board of Directors, Vice President-At-Large

HRCI (Human Resource Certification Institute)

Past Board of Directors, Director-At-Large, Past President

MHRA, formerly NPRA (Newspaper Personnel Relations Association)

Past Board of Directors, Past President

American Cancer Society

Past Chair and spokesperson of Fund Raising for local chapter

American Red Cross, Past Chair of Fund Raising

Ronald McDonald House, Past Board of Directors

United Way of Monmouth County, Past Board of Directors

National Council on Alcoholism, Past Board of Directors

New Jersey Press Association, Past Member, management committee

ASTD (American Society for Training and Development)

Member, national organization

American Press Institute, Facilitator, 1995 to present Monmouth University, Adjunct Professor 1980-1989

Brookdale Community College, Adjunct Professor 1997-2000

Ocean County College, Adjunct Professor 2000

(One of Several Candidates to be considered for Head Professional Position) James E. Famula



Career Objective

My goal is to become one of the finest golf professionals in the Tri-State area; to maintain my golf game, coaching, and teaching abilities to a degree of excellence so that I may be a credit to the membership i represent, and to lead an operation that would approach the recognition of the club with which it is associated.

Experience

Raritan, NJ Radian Golf Center Position: Head Golf Professional March, 2006-January, 2008 & January 2010-Present

Raritan Golf Center is a full service practice facility opened to the public.

- Provided instruction for a diverse population of golfers
- Conducted several Junior, ladles and beginner clinics
- Owned and operated golf shop which saw sales increase by over 100% in 2007
- Responsible for supervising and training staff of 5

Deer Run Golf and Tennis Club, Lincoln Park, NJ Position: GM/Head Golf Professional January 2008- December 2009

- Initiated 2 golf leagues which boosted rounds and camaraderie at club
- Supervised and Irained staff of 10 people including 1 Assistant Professional
- Increased Guest Fee revenue by 25%
- Increased Shop Sales by over 200%
- Intilated and conducted several junior and beginner golf clinics
- Implemented a new tournament schedule and increased participation

Mountain Ridge Country Club, West Caldwell, NJ, Position: First Assistant professional March 2005, December, 2005

Mountain Ridge Country club is a classic Donald Ross Design golf course that is consistently rated as one of the finest conditioned golf courses in the Tri State area.

- Assisted Head Professional in all aspects of the golf operation
- Provided exceptional customer service for an active membership
- Initiated Junior Golf Program and started with 4 klds and wound up with 15
- Responsible for merchandising, handicapping, tournament administration

Financial Advisor January, 2001-February, 2005

In this capacity I served as a Financial Advisor for private clients specializing in stocks, bonds, mutual funds, managed accounts, annulities and life insurance. I attained my series 7, 66 and NJ Life and Health Insurance Licenses. I built a book of business that included approximately \$5,000,000 under management. I started at UBS in Princeton, NJ and moved to AiG Royal Alliance in November of 2002,

Springdale Golf Club, Princeton, NJ Position: First Assistant Professional March, 1993-December, 2000 Springdale Golf Club is a William Flynn designed club established in 1895. It is a hidden gem located near the Princeton University campus and is owned by the University but is operated by the membership which includes 325 individuals and families.

Assisted Head Professional in all aspects of the golf operation

Administered over 50 tournament rounds annually for men, women and mixed

Inlilated Junior Golf Program and developed several life lofting golfers

Plainfield Country Club, NJ West Course Position: Assistant Professional March, 1991- December, 1992 Plainfield Country Club is a classic Donald Ross design club that has played host to the US Amateur Championship and US Women's Open. It is consistently ranked in the Golf Digest top 100,

My duties included all the day to day operations of running the facility. I gave instruction to private clients as well as Junior and beginner clinics. I also administered all tournaments and leagues and worked on the golf course assisting play.

Education

AA Degree in Business Management 1990 Union County College in Cranford, NJ Attended West Chester University in West Chester, PA with a concentration in Marketing

Associations and Accomplishments

- NJAPGA Vice President 1999-2000
- Certified Ping Custom Club Fitter 1997
- Successfully completed PGA/USGA Rules workshop and exam 2000
- Callaway Staff member 2006- Present
- Attended PGA Teaching and Coaching Summit 1998
- Member of AMF Golf Management Head Professional Division
- Successfully completed Series 7, 66 and NJ Life& Health Exams
- First golf professional to communicate with membership via email in 1997

Playing Ability

- Finished top 10 on NJPGA Player of the Year 2006-2007
- Qualifying Medalist in 2008 US Open Local Qualifier
- Finished 3rd place in NJ Clambake 2007-2008
- Finished 3rd place in NJ Charity Classic 2009
- Top 10 NJ State Open Championship 2006, 2007, 2009
- Competed in 2008 PGA Professional National Championship at Reynolds Plantation
- Low Round in Competition of 65 at Metuchen G&CC 2006
- Winner 1990 Rulgers College Invitational

References

- Jeff Tozzi, Rarltan Golf Center Owner
- Donna Dillorenzo, Springdale GM
- PJ Stevenson, Springdale Golf Chairman
- Ron Kraft, Deer Run Golf Chairman
- Tom Moreland, Golf Pro Llason
- Jay Blumnefeld, NJSGA POY 2006
- Donna Young, 2 time NJS WGA Champ

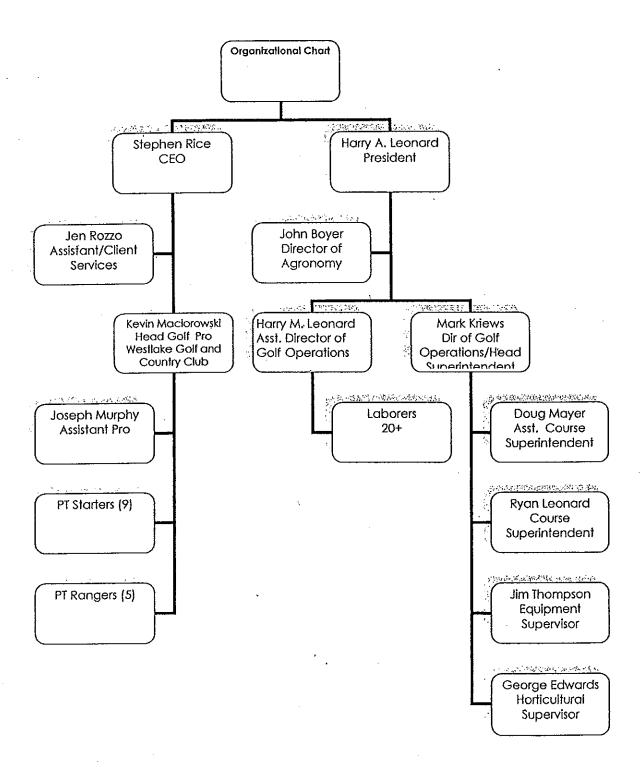


4.4.4.4 Back Up Staff

While we remain confident that our proposed staff will allow us to make a smooth transition in both short term and long term basis, we realize that unforeseen events may occur with turnover. On the golf operations side, we have several employees from our other sites that may be temporarily relocated to Spring Meadow. This includes our Assistant Director of Golf Operations, Equipment Supervisor and course superintendents at other locations. A more typical solution is to reach out to the many candidates in our "hot file" that are available immediately for employment. For the pro shop and support staffs, we maintain a list of candidates for key roles. As an example, we currently have approximately 15 interested head pros that could conceivably start tomorrow. For all other positions, we maintain adequate numbers of employees at other area courses (all working part time) that could be transferred either temporarily or on a permanent basis on a moments notice.

Please remember that Steve Rice, CEO, has over 30 years of experience in recruiting and retention. Our methodology is exceptional and our low turnover rates are evidence of how employees feel about working for us.

4.4.4.5 Organizational Chart – Corporate



Pg 52 INTENTIONALLY OMITTED

Part V 4.4.5 Monetary Proposal

- i. Annual fee to be paid to the Department shall be \$130,000.
- ii. Threshold We agree to pay the Department the sum of 15% of all gross amount \$1,000,000. revenues in excess of \$1,000,000 annually.

Gross revenue is defined as all sales at the gross selling price and shall include all revenue producing items so designated in the operating agreement (as explained and agreed upon here in the RFP.)

Appendix I Manning Charts

	15, 1R, 1CB, 3MP 6 16, 1R, 1CB, 3MP 6 17, 1R, 1CB, 3MP 6 18, 1R, 1R, 1R, 1R, 1R, 1R, 1R, 1R, 1R, 1R	1M, 1SP, 1S, 1R, 1CB, 3MP 1M, 1SP, 1S, 1R, 1CB, 3MP	1FT 4PT	8:30AM-3:00PM 1FT 4PT 1M,1SP,1S,1R,1CB, 3MP 8:30AM-3:00PM 1FT 4PT 1M,1SP,1S,1R,1CB, 3MP
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does not include salaried employees ·	does not include salaried employees	does does	does MP-Maintenano	
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Secondary Categories Shop 1 Starter Ranger 1 Cart Barn Driving Range Main.					for r	for month of March						
13 Course Corporal Statuta Course Cou								1	work hrs.	work hrs.	work hrs.	work hrs.
T. STOOMA-SCOPM BISCHAM-SCOPM ITTAPT MILESTAR INCE BIND	Date	Day	Course Hours	Pro Shop Hours	Required	ersonnel	Shop	1 Starter	1 Ranger	1 Cart Barn	Driving Range	Main. Per.
P. 9100446-S0DPM 13-01447 M. 135-16, TR, CEB, 6HP 6.5 6.	~	니	9:00AM-5:00PM		1FT 4PT	,1SP,1S,1R,1CB,		6.5	80	œ		48
Head	2	3	9:00AM-5:00PM		1FT 4PT	,1SP,1S,1R,1CB,			80	00		48
F 900AM-SCOPPA 50.00AM-SCOPPA F 90.00AM-SCOPPA FF	ო	프	9:00AM-5:00PM		1FT 4PT	,1SP,1S,1R,1CB,			80	ω		48
SA, SOLOMA-SCORM (STAMA-SCORM) IT 4PT M. 18P 151 R. (1.0B, BNP 6.5 6.5 6 <td>4</td> <td>L</td> <td>9:00AM-5:00PM</td> <td>8:30AM-3:00PM</td> <td>1FT 4PT</td> <td>,1S,1R,1CB,</td> <td></td> <td></td> <td>00</td> <td>80</td> <td></td> <td>48</td>	4	L	9:00AM-5:00PM	8:30AM-3:00PM	1FT 4PT	,1S,1R,1CB,			00	80		48
10 1000AM-6.00PM 1500AM-6.00PM 1500AM-	υ	δŞ	9:00AM-5:00PM	8:30AM-3:00PM	1FT 4PT	١.	6.5		80	80		48
W 9100AM-STORM SEGMA-STORM 1FT 4FT 1M.1SPT (SI R.1.C.B. MP 6.5 6	9	SU	9:00AM-5:00PM	8:30AM-3:00PM	1FT 4PT	,1SP,1S,1R,1CB,			89	æ		48
T. 900AM-5:00PM 8:30AM-3:00PM FT-4PT 1M, 1SP, 1S, 1R, 1CB, 8MP 6:5 6:5 6:5 8 8 combine w/ ranger 1M, 1SP, 1S, 1R, 1CB, 8MP 6:5 6:5 6:5 8 combine w/ ranger 1M, 1SP, 1S, 1R, 1CB, 8MP 6:5 6:5 6:5 8 combine w/ ranger 1M, 1SP, 1S, 1R, 1CB, 8MP 6:5 6:5 6:5 8 combine w/ ranger 1M, 1SP, 1S, 1R, 1CB, 8MP 6:5 6:5 6:5 8 combine w/ ranger 1M, 1SP, 1S, 1R, 1CB, 8MP 6:5 6:5 6:5 8 combine w/ ranger 1M, 1SP, 1S, 1R, 1CB, 8MP 6:5 6:5 6:5 8 combine w/ ranger 1M, 1SP, 1S, 1R, 1CB, 8MP 6:5 6:5 8 combine w/ ranger 1M, 1SP, 1S, 1R, 1CB, 8MP 6:5 6:5 8 combine w/ ranger 1M, 1SP, 1S, 1R, 1CB, 8MP 6:5 6:5 8 combine w/ ranger 1M, 1SP, 1S, 1R, 1CB, 1RM 6:5 8MP 6:5 8 combine w/ ranger 1M, 1SP, 1S, 1R, 1CB, 1RM 6:5 8MP 6:5 8 combine w/ ranger 1M, 1SP, 1S, 1R, 1CB, 1RM 6:5 8MP 6:5 8 combine w/ ranger 1M, 1SP, 1S, 1R, 1CB, 1RM 6:5 8MP 8:5 MP 6:5 8 combine w/ ranger 1M, 1SP, 1S, 1R, 1CB, 1RM 8:5 MP 8	7	Σ	9:00AM-5:00PM	8:30AM-3:00PM	1FT 4PT	۱	6.5	6.5	80	60		48
The Signame State Signame Sign	æ	j	9:00AM-5:00PM	8:30AM-3:00PM	1FT 4PT				80	æ		48
The Stock-Stoppe	တ	3	9:00AM-5:00PM	8:30AM-3:00PM	1FT 4PT	1 _	6.5	6.5	80	8		48
F 900AM-5:00PM 830AM-3:00PM 1FT 4FT 1M, 1SP, 1S, 1R, 1CB, 8NP 6.5 6.5 8 8 6 combine w/ ranger 1 8:00AM-5:00PM 830AM-3:00PM 1FT 4FT 1M, 1SP, 1S, 1R, 1CB, 8NP 6.5 6.5 8 8 6 combine w/ ranger 1 9:00AM-5:00PM 830AM-3:00PM 1FT 4FT 1M, 1SP, 1S, 1R, 1CB, 8NP 6.5 6.5 8 8 6 combine w/ ranger 1 9:00AM-5:00PM 830AM-3:00PM 1FT 4FT 1M, 1SP, 1S, 1R, 1CB, 8NP 6.5 6.5 8 8 6 combine w/ ranger 1 9:00AM-5:00PM 1FT 4FT 1M, 1SP, 1S, 1R, 1CB, 8NP 6.5 6.5 8 8 6 combine w/ ranger 1 8:00AM-5:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 875 8 9 combine w/ ranger 1 8:00AM-5:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-5:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-5:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-5:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-5:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-5:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-4:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-4:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-4:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-4:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-4:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-4:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-4:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-4:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-4:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-4:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-4:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-4:00PM 1FT 6FT 1M, 1SP, 1S, 1R, 1CB, 1DR, 8NP 8 7.5 8 9 combine w/ ranger 1 8:00AM-4	5	王	9:00AM-5:00PM	8:30AM-3:00PM	1FT 4PT		6.5	6.5	ω	8		48
SA 900AM-SOOPM RT 4FT 1M,1SP,1S,1R,1CB, 6MP 6.5 6.5 8 6 combine w/ ranger SU 800AM-SOOPM R32AM-SOOPM RT41, EN,1R,1CB, 6MP 6.5 6.5 8 6 combine w/ ranger T 800AM-SOOPM R32AM-SOOPM RT4FT 1M,1SP,1S,1R,1CB, 1DR, 6MP 6.5 6.5 8 6 combine w/ ranger W 820AM-SOOPM R30AM-SOOPM RT74FT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 820AM-SOOPM R30AM-SOOPM RT74FT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 820AM-SOOPM R30AM-SOOPM RT0 M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 820AM-SOOPM R30AM-SOOPM RT0 M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 820AM-SOOPM R30AM-SOOPM RT0 M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 820AM-SOOPM R30AM-SOOPM RT0 M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ran	7	LL	9:00AM-5:00PM	8:30AM-3:00PM	1FT 4PT	1S,1R,1CB,		6.5	80	8		48
Standard	12	S,	9:00AM-5:00PM	8:30AM-3:00PM	1FT 4PT			6.5	80	9	combine w/ ranger	48
M. 9:00AM-5:00PM 8:30AM-5:00PM 8:30AM-5:00PM 8:30AM-5:00PM 1FT 4PT 1M.18P.15,1R.1CB, 6MP 6.5 6.5 6.5 8 8 combine w/ ranger W. 8:30AM-5:00PM 8:30AM-5:00PM 1FT 4PT 1M.18P.15,1R.1CB, 6MP 6.5 6.5 8 8 6 combine w/ ranger W. 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M.18P.15,1R.1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W. 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M.18P.15,1R.1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W. 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M.18P.15,1R.1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W. 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M.18P.15,1R.1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W. 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M.18P.15,1R.1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger	13	റ	9:00AM-5:00PM		1FT 4PT	F	6.5	6.5	80	B	combine w/ ranger	48
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W 8:30AM-5:00PM S:75 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 <t< td=""><td>18</td><td>3</td><td>8:30AM-5:00PM</td><td>8:00AM-4:00PM</td><td>1FT 5PT</td><td>10R,</td><td></td><td>7.5</td><td>80</td><td>5</td><td>combine w/ ranger</td><td>48</td></t<>	18	3	8:30AM-5:00PM	8:00AM-4:00PM	1FT 5PT	10R,		7.5	80	5	combine w/ ranger	48
W 8:30AM-5:00PM 3:00AM-5:00PM 117 SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 11F SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 11F SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 11F SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 11F SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 11F SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 11F SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 11F SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM	19	≯	8:30AM-5:00PM		1FT SPT	1DR,		7.5	80	5		48
W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 <td< td=""><td>20</td><td>3</td><td>8:30AM-5:00PM</td><td></td><td>1FT 5PT</td><td>1DR,</td><td></td><td>7.5</td><td>80</td><td>5</td><td>combine w/ ranger</td><td>48</td></td<>	20	3	8:30AM-5:00PM		1FT 5PT	1DR,		7.5	80	5	combine w/ ranger	48
W 6:30AM-5:00PM 8:00AM-4:00PM 17:5 R 8 7:5 R 8 9 combine w/ ranger W 6:30AM-5:00PM 8:00AM-4:00PM 1FT SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7:5 R 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7:5 R 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7:5 R 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7:5 R 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7:5 R 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7:5 R 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT SPT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7:5 R 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM </td <td>7</td> <td>≥</td> <td>8:30AM-5:00PM</td> <td>8:00AM-4:00PM</td> <td>1FT 5PT</td> <td>1DR</td> <td></td> <td>7.5</td> <td>8</td> <td>6</td> <td></td> <td>48</td>	7	≥	8:30AM-5:00PM	8:00AM-4:00PM	1FT 5PT	1DR		7.5	8	6		48
W 8:30AM-5:00PM 8:00AM-4:00PM 17.5FT 1M.1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5FT 1M.1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5FT 1M.1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5FT 1M.1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5FT 1M.1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5FT 1M.1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5FT 1M.1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger SSOAM-5:00PM 8:00AM-4:00PM	22	≥	8:30AM-5:00PM	8:00AM-4:00PM	1FT 5PT	10R,		7,5	8	6		48
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W 8:30AM-5:00PM 8:00AM-4:00PM 1F1 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1	24	≥	8:30AM-5:00PM	8:00AM-4:00PM	1FT 5PT	, 1DR,		7.5	8	O	combine w/	48
W 8:30AM-5:00PM 3:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR	25	8	8:30AM-5:00PM	8:00AM-4:00PM	1FT 5PT	1DR,		7.5	8	6		48
W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range MP-Maintenance Personnel A 7.5 8 9 combine w/ ranger	56	≥	8:30AM-5:00PM		1FT SPT	,1R,1CB, 1DR,		7.5	80	6		48
W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger M 8:30AM-5:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger	27	3	8:30AM-5:00PM	-	1FT 5PT	,1R,1CB, 1DR,		7.5	Ø	6		48
W 8:30AM-5:00PM 8:30AM-5:00PM 7:5 8 9 combine w/ ranger W 8:30AM-5:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger A 5:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger A 5:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger A 5:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB,1DR, 6MP 6 combine w/ ranger 8 9 combine w/ ranger A 5:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB,1DR, 6MP 8 7.5 8 9 combine w/ ranger A 5:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB,1R,1R,1CB,1R,1R,1DR,1R,1R,1R,1R,1R,1R,1R,1R,1R,1R,1R,1R,1R	78	3	8:30AM-5:00PM		1FT 5PT	1DR,		7.5	8	6		48
W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger A 225.5 217.5 248 264 Ambine w/ ranger Ambine w/ ranger Ambine w/ ranger A A A A A A B Combine w/ ranger B A A A B A B B Combine w/ ranger B A A B B C B C <td< td=""><td>53</td><td>3</td><td>8:30AM-5:00PM</td><td></td><td>1FT 5PT</td><td>,1R,1CB, 1DR,</td><td></td><td>7.5</td><td>80</td><td>6</td><td></td><td>48</td></td<>	53	3	8:30AM-5:00PM		1FT 5PT	,1R,1CB, 1DR,		7.5	80	6		48
W 8:30AM-5:00PM 8:00AM-4:00PM 1FT 5PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 8 7.5 8 9 combine w/ ranger SP-Shop Person S-Starter R-Ranger CB-Cart Barn Account Barn DR-Driving Range MP-Maintenance Personnel Accounted	တ္တ	≥	8:30AM-5:00PM	8:00AM-4:00PM	1FT 5PT	,1R,1CB, 1DR,		7.5	8	6	combine w/	48
SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range MP-Maintenance Personnel 40es not include salaried employees 225.5 217.5 248 264 124 125	ल	≥	8:30AM-5:00PM	8:00AM-4:00PM	1FT SPT	1R,1CB, 1DR,		7.5	8	6		48
SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range MP-Maintenance Personnel							225.5	217.5	248	264		1488
SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range					-		does not inc	slude salarie	³d employee	ş		
SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range												
SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range	Legend:											
	M-Mana			R-Ranger	B-Cart Barr	DR-Driving Range	enance Pers	onnel		,		
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,	work hrs.	Main.																									-								-		-	_	+
	work hrs.	Driving Range	10	10	10	19	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	300						
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1	work hrs.	1 Ranger	8	80	80	8	8	8	8	8	8	8	ω	80	8	8	8	8	8	8	8	8	8	8	8	8	8	8	80	8	ω	80	240	ed employees					
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	work hrs.	Shop	10	10	4	10	10	10	4	10	5	10	10	5	10	13					10		10	10	10	5	10	10	10	10	10	10	300	does not in			MP-Maintenance Personnel		
for month of April		Personnel Categories	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M, 1SP, 1S, 1R, 1CB, 1DR, 6MP	1S, 1R, 1	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP		1M,1SP,1S,1R,1CB,	1M,18		1M,1SP,1S,1R,1CB, 1DR,	1M, 1SP, 1S, 1R, 1CB,	1M,1SP,1S,1R,1CB, 1DR,	1M.1SP.1S.1R.1CB. 1DR.	1M,1SP,1S,1R,1CB, 1DR,	1M.1SP.1S.1R.1CB. 1DR.	1M,1SP,1S,1R,1CB, 1DR,	1M,1SP,1S,1R,1CB, 1DR,	1M,1SP,1S,1R,1CB, 1DR,		1M,1SP,1S,1R,1CB,	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,	1M,1SP,1S,1R,1CB, 1DR, 6MP		1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP					DR-Driving Range		
for r		Required	1FT 5 PT	1FT 5 PT	1FT 5 PT	1FT 5 PT	1FT 5 PT	1FT 5 PT	17	1FT 5 PT	1FT 5 PT	17	1 1FT 5 PT	1FT 5 PT	_	F	Ē	F	F	1 .	1.	14	1	F	A 1FT 5 PT	17	1	A 1FT 5 PT	A 1FT 5 PT	A 1FT 5 PT	A 1FT 5 PT	A 1FT 5 PT					CB-Cart Barn		
	:	Pro Shop Hours	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM 1FT	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM	7:00AM-5:00PM					irter R-Ranger		
		Course Hours	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7-30AM-6-00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM	7:30AM-6:00PM					SP-Shop Person S-Starter		
		Day	ш	S.A	ns	Σ	-	3	E	u	SA	DS.	Σ	1-	3	E	ıL	S. A.S.	- IV	Σ	-	3	HL	ш	SA	S	Σ	⊩	3	王	L	SA							
•		Date	-	2	m	4	5	9	7	8	O	9	1	12	13	4.	15	16	17	18	10	20	2.1	22	23	24	25	26	27	28	29	30				Legend	M-Manager		

	work hrs	1		99	99	99	999	0 6	89	3	3	3 6	999	99	99	99	99	99	99	99	99	99	99	99	99	99	99	99	99	99	99	99	99	2046					
	work hrs.	Driving Range	12.5			12.	12	15	15								13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	13.5	404.5				***************************************	
	work hrs.		╂																					14		14	41	14	14	41	14	41	14	420	se				
	work hrs.	1 Ranger	10.5	10,	10.5	10.5	10.5	10	10		5	10	10.		10.5					11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	342.5	ed employees				
	work hrs.	1 Starter	10.5	10.5	10.5	10.5	10.5		10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	11.5	11.5	11,5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	342.5	slude salaried			Personnel	
	work hrs.	Shop	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	115	11.5	11.5	11.5	11.5	11.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5		12.5	12.5	12.5	12.5	373.5	does not include			nance Pers	_
for month of May			6:00AM-6:30PM 1FT 5 PT 1M,1SP,1S,1R,	6:00AM-6:30PM 1FT	6:00AM-6:30PM 1FT 5 PT	6:00AM-6:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,	6:00AM-6:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR,		6:00AM-6:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR,	6:00AM-6:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR,	10R	6:00AM-6:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR,	6:00AM-6:30PM 1FT 5 PT 1M,	6:00AM-6:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR,	6:00AM-6:30PM 1FT 5 PT 1M,	6:00AM-6:30PM 1FT 5 PT 1M,	5:30AM-7:00PM 1FT 5 PT 1M,1	5:30AM-7:00PM 1FT 5 PT 1M,	5:30AM-7:00PM 1FT 5 PT 1M,1	5:30AM-7:00PM 1FT 5 PT 1M,1	5:30AM-7:00PM 1FT 5 PT 1M,1	5:30AM-7:00PM 1FT 5 PT 1M,1SP,1S,1R,1CB,	5:30AM-7:00PM 1FT 5 PT 1M,1SP,1S,1R,1CB,	5:30AM-7:00PM 1FT 5 PT 1M,1	5:30AM-7:00PM 1FT 5 PT 1M,1SP,1S,1R,1CB,	5:30AM-7:00PM 1FT 5 PT 1M,1SP,1S,1R,1CB,	5:30AM-7:00PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR,	5:30AM-7:00PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR,	5:30AM-7:00PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR,	5:30AM 7:005% (FILL 5 PT 1M, 18P, 18, 1R, 1CB, 1DR,	5:304M 7:00PM 1F1 3 P1 1M, 1SP, 18, 1R, 10B, 1DR,	5.30AM-7.00FM 1F1 5 P1 1M, 1SP, 1S, 1R, 1CB, 1DR,	6.00FM 3:30AW-7:00FM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP				Softeto Of Some of the Softeto		
		Course	6:30AM-	6:30AM-	6:30AM-	6:30AM-	6:30AM-	6:30AM-	6:30AM-	6:30AM-	6:30AM-	6:30AM-	6:30AM-	6:30AM-	6:30AM-7:30PM	6:30AM	6:00AM-8:00PM	6:00AM-8:00PM	6:00AM-8:00PM	6:00AM-8:00PM	6:00AM-8:00PM	6:00AM-8:00PM	6:00AM-8:00PM	6:00AM-8:00PM	6:00AM-8:00PM	6:00AM-8:00PM	6:00AM-8:00PM	MH00:8-MH00:9	S-OOAM-S-OOFM	SOUND NOT SOUND	MI POO O MY OOO O	SOOAM SOOM	0.00				SP.Shon Person	200	
	1	Date Day	+	2 W	-	+		_	-	8 8			-	+	-	-	+	16 M	-	-	•	-	Z1 SS	+	W 52	-	\perp	77	78 20	1	-	34	+			Legend	10.0		

*			for	month of June						
					work hrs	work hrs.	work hrs.	work hrs.	work hrs.	work hrs.
Date	Day	Course Hours Pro Shop Hours	Required	Personnel Categories	Shop	1 Starter	1 Ranger	1 Cart Barn	Driving Range	Main. Per.
٦	Μ	6:00AM-8:30PM 5:30AM-7:30PM	1FT 5 PT	1 R,	14	12.5	12.5	15	14.5	54
2	TH	6:00AM-8:30PM 5:30AM-7:30PM	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.5	15	14.5	54
3	L.	6:00AM-8:30PM 5:30AM-7:30PM	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.5	15	14.5	94
4	S,	6:00AM-8:30PM 5:30AM-7:30PM	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.5	15	14.5	54
5	S	├	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.5	15	14.5	54
9	Σ	 -	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.5	15	14.5	54
7	H	6:00AM-8:30PM 5:30AM-7:30P	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.5	15	14.5	54
8		6:00AM-8:30PM 5:30AM-7:30PM	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	47	12.5	12.5	15	14.5	54
တ	王	1	1FT 5 PT	SP, 1S, 1R, 1CB,	14	12.5	12.5	15	14.5	54
10	L	 	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.5	15	14,5	54
11	8A A	 	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.5	. 15	14.5	54
12	ns	1	1FT 5 PT	1CB, 1DR,	4	12.5		15	14.5	54
13	Σ	6:00AM-8:30PM 5:30AM-7:30PM	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.5	15	14.5	54
14	F	i	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.5	15	14.5	54
15	3	 -	5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.5	15	14.5	54
16	I		1FT 5 PT	SP,1S,1R,1CB,	14	12.5	12.5	15	14.5	54
. 41	L	6:00AM-8:30PM 5:30AM-7:30PM	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.5	15	14.5	54
18	SA	6:00AM-8:30PM 5:30AM-7:30PM	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.		14.5	54
19	DS.	├-	1FT 5 PT	1M, 1SP, 1S, 1R, 1CB,	14	12.5	12.5	15	14.5	54
20	Σ	6:00AM-8:30PM 5:30AM-7:30PM	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5		15	14.5	54
2	H	6:00AM-8:30PM 5:30AM-7:30PM	1FT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.		14.5	54
22	×	6:00AM-8:30PM 5:30AM-7:30PM	1FT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.		14.5	54
23	£	6:00AM-8:30PM 5:30AM-7:30PM	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5			14.5	54
24	止	6:00AM-8:30PM 6:30AM-7:30PM	M 1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5			14.5	54
25	8A	6:00AM-8:30PM 5:30AM-7:30PM	M 1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12		14.5	54
56	S	6:00AM-8:30PM 5:30AM-7:30PM	PM 1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.5		14.5	54
27	Σ	6:00AM-8:30PM 5:30AM-7:30PM	M 1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	4	12.5	12.		14.5	54
28	_	6:00AM-8:30PM 5:30AM-7:30PM	PM 1FT 5 PT	1M,1SP,1S,1R,	14	12.5	12.		14.5	54
29	≶	6:00AM-8:30PM 5:30AM-7:30PM	PM 1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14		12		14.5	54
30	프	6:00AM-8:30PM 5:30AM-7:30PM	PM 1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR, 6MP	14	12.5	12.5	15	14.5	54
					420	375	375	450	435	1620
					does not in	include salaried	ied employees	ses		
Legend:										
M-Manager		SP-Shop Person S-Starter R-Ranger	r CB-Cart Barn	DR-Driving Range	MP-Maintenance Personnel	sonnel				
			ĺ	l						
										- !
		The second secon					,			

Nork hrs. Nork	1	W. or w. consequence of the cons			for	for month of July						
9. Course Hours Pro Shop Hours Required Personnel Categories Shop 1 Starker 1 Ranger 1 Cate Bank 1 Cat								_		work hrs.	work hrs.	work hrs.
COOMM-6:30PM S30AM-7:30PM 1FT 6FT M.1SP S4, R1, CB, IDR, BNP 14 12.5 12.5 15. 14. 12. 12.5 15. 14. 12. 12. 12. 14. 12. 12. 12. 14. 12. 12. 12. 14. 12. 12. 12. 12. 14. 12. 12. 12. 12. 14. 12. 1	Date	Day	<u> </u>	Pro Shop Hours	Required		Shop			Cart	Driving Range	Main. Per.
A GOODAME-SORM GEOMA-730PM IFT 6 PT IM, SEP 1S, RT, CB, 1DR, 6MP 14 125 125 125 145 144 145 145 145 145 145 145 145 14	-	ıL			'	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5	15	14.5	99
1 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 14 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 15 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 16 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 17 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 18 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 19 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 19 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 10 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 11 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 11 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 12 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 13 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 14 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 15 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 16 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 17 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 18 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 18 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 18 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B, 6MP 14 125 125 15 14 18 COOMM-8:30PM (530AM-7:30PM FT 6 PT M, SEP 18, R1, CB, 10B,	7	SA		5:30AM-7:30PM		1M,1SP,1S,1R,1CB, 1DR,				15	14.5	99
COOMM-8:30PM SSOAM-7:30PM FT 5 PT M, SSP 18, R, COS, DR, 6MP 14, CS 12, CS 12, CS 14, CS 12,	ო	S				1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5	15	14.5	99
COOMM-8:30PM SGOAM-7:30PM ITF S PT 1M, 1SP, 1S, 1R, 1CB, 1DR, 6MP 14 125 125 15 14	4	Σ	-	5:30AM-7:30PM		1M,1SP,1S,1R,1CB, 1DR,		12.5		15	14.5	99
COOMM-8:30PM 6:30AM-7:30PM ITT 6 PT 144, 128, 136, 184, 186, 184 144 12.5 12.5 15.5 144, 185, 184, 184, 185, 184, 186, 184, 184, 185, 184, 186, 184, 184, 185, 184, 186, 184, 184, 185, 184, 186, 184, 184, 186, 184, 186, 184, 186, 184, 186, 184, 186, 184, 186, 184, 184, 184, 184, 184, 184, 184, 184	ß	⊢	<u> </u>	5:30AM-7:30PM		1M,1SP,1S,1R,1CB, 1DR,		12.5		15	14.5	99
H GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB,1DR, 6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB,1DR,6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB,1DR,6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB,1DR,6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB,1DR,6MP 14 12.5 12.5 15. 144. E GOOMM-8:30PM (530AM-7:30PM) HTT 6 PT IM,18P,18,1R,1CB,1DR,6MP 14 12.5 12.5 14. 144.	ၒ	3		5:30AM-7:30PM		1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5	15	14.5	99
## 6.00AAM-8:30PM 5:30AAM-7:30PM IFT 6 PT IMJ (SP 18,1R, 10, 10, 6MP 14 12,5 12,5 15 14, 14, 14, 14, 14, 15 14, 14, 14, 14, 14, 14, 14, 14, 14, 14,	7	ΤΉ		5:30AM-7:30PM	1	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5	15	14.5	99
COOMMESCOPM 630AM-7:30PM IFT 6 PT MI,185-15,1R, CB, IDR, 6MP 14 12.5 12.5 15 14,	8	11.		5:30AM-7:30PM		1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5	15	14.5	99
COOCAM-B:30PM S:30AM-7:30PM IFT 6 PT M, 18P, 18, 1R, 10B, 10R, 6MP 14 12, 6 12, 6 14, 14, 15 14, 15	თ	SA	•	5:30AM-7:30PM	Ħ	1M,1SP,1S,1R,1CB, 1DR,			12.5	15	14.5	99
GOOGNA-GOODN GOOGNA-GOODN FT 6 PT M, 18P, 18, 1R, 1CB, 1DR, 6MP 14 12.5 12.5 15. 14.	10	ns	1	5:30AM-7:30PM	11	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5		14.5	99
T 6:00-AM-8:30PM 5:30-AM-7:30PM 1FT 5 PT 1M,15P,16,1R,1CB, 1DR 6MP 14 125 125 15 14 15 14 15 15 10 14 15 15 10 14 125 125 125 125 14 15 15 15 15 14 15 15 15 15 15 15 15 15 15 15 15 15 15	11	Σ		5:30AM-7:30PM	臣	1M,1SP,1S,1R,1CB, 1DR,			12.5	15	14.5	99
No. 0004M-8:30PM 6:30AM-7:30PM 1FT 6 PT MI-15P, 15I, 1R, 1CB, 1DR, 6MP 14 12.5 12.5 15 14, 14, 15 15 14, 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 14, 15 15 15 15 15 15 15 15	12	⊢		5:30AM-7:30PM	157	1M,1SP,1S,1R,1CB, 1DR,			12.5		14.5	99 .
Hardware	13	8		5:30AM-7:30PM	Ē	1M,1SP,1S,1R,1CB, 1DR,		12.5			14.5	99
F 6:00AM-8:30PM 6:30AM-7:30PM 1FT 6 PT 1M,18P,18,1R,1CB, 1DR, 6MP	14	ፗ		5:30AM-7:30PM		1M,1SP,1S,1R,1CB, 1DR,		12.5	12		14.5	99
Scooland-Bisopha 5:30Am-7:30Pm 1FT 5 PT Mi,18P,18,1R,1CB, 1DR,6MP 14 12.5 12.5 14. 14. 12.5 12.5 12.5 14. 14. 12.5	15	LL .		5:30AM-7:30PM	•	1M,1SP,1S,1R,1CB, 1DR,		12.5			14.5	99
14. 12.5 12.5 12.5 14. 12.5 12.5 12.5 14. 12.5 12.5 14. 12.5 12.5 14. 12.5 12.5 14. 12.5 12.5 14. 12.5 12.5 14. 12.5 12.5 14. 12.5 12.5 14. 12.5 12.5 14. 12.5 12.5 12.5 14. 12.5 12.5 12.5 14. 12.5 12.5 12.5 14. 12.5 12.5 12.5 14. 12.5 12.5 12.5 14. 12.5 12.5 12.5 14. 12.5	16	SA		5:30AM-7:30PM	•	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.		14.5	99
Mail	17	SU		5:30AM-7:30PM	17	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5		14.5	පුව
T 6:00AM-8:30PM 6:30AM-7:30PM IFT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. N 6:00AM-8:30PM 6:30AM-7:30PM IFT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. A 6:00AM-8:30PM 6:30AM-7:30PM IFT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. A 6:00AM-8:30PM 6:30AM-7:30PM IFT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. A 6:00AM-8:30PM 6:30AM-7:30PM IFT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. A 6:00AM-8:30PM 6:30AM-7:30PM IFT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. A 6:00AM-8:30PM 6:30AM-7:30PM IFT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. A 6:00AM-8:30PM 6:30AM-7:30PM IFT 5 PT	18	Σ	i i	5:30AM-7:30PM	Ē	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5		14.5	99
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Hardward	20	8	1	5:30AM-7:30PM	百	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5	15	14.5	99
F 6:00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR,6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR,6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR,6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR,6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR,6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR,6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR,6MP 14 12.5 12.5 15. 14. S. G.00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR,6MP 14 12.5 12.5 12.5 15. S. G.00AM-8:30PM 6:30AM-7:30	7	ĭ	 -	5:30AM-7:30PM		1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5		14.5	99
Section Standard	8	ш		5:30AM-7:30PM		1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5	15	14.5	99
SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 6 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.6 12.6 12.6 14. M 6:00AM-8:30PM 5:30AM-7:30PM 1FT 6 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.6 12.5 15 14. N 6:00AM-8:30PM 5:30AM-7:30PM 1FT 6 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15 14. N 6:00AM-8:30PM 5:30AM-7:30PM 1FT 6 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15 14. F 6:00AM-8:30PM 5:30AM-7:30PM 1FT 6 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15 14. SA 6:00AM-8:30PM 5:30AM-7:30PM 1FT 6 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 15 14. SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 6 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15 14. SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 6 PT 1M,1SP,1S,1R,1	83	SA		5:30AM-7:30PM	1FT	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5		14.5	99
M 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. T 6:00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. N 6:00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. SA 6:00AM-8:30PM 6:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. SA 6:00AM-8:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. SA 6:00AM-8:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. SA 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. SA 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 </td <td>24</td> <td>SU</td> <td>1</td> <td>5:30AM-7:30PM</td> <td>1FT</td> <td>1M,1SP,1S,1R,1CB, 1DR,</td> <td></td> <td>12.5</td> <td>12.5</td> <td></td> <td>14.5</td> <td>99</td>	24	SU	1	5:30AM-7:30PM	1FT	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5		14.5	99
T 6:00AM-8:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. N 6:00AM-8:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. F 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. SA 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. SA 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. SA 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. SA 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. SA 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15 14. SA 6:00AM-8:30	25	Μ		5:30AM-7:30PM	1	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5		14.5	99
NV 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M:1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 12.5 14.3 F 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M:1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.3 F 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M:1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.3 SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M:1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.3 SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M:1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.3 SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M:1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.3 SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M:1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.3 SU 6:00AM-8:30PM 5:30AM-7:30PM 1M	26	Τ		5:30AM-7:30PM		1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5	15	14.5	99
TH 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.3 SA 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.3 SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.3 SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.3 SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.3 SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.3 SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 15 14.3 SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range MP-Maintenance Personnel 1434 387.5 2 15 14.9 <td>27</td> <td>≥</td> <td></td> <td>5:30AM-7:30PM</td> <td>1</td> <td>1M,1SP,1S,1R,1CB, 1DR,</td> <td></td> <td>12.5</td> <td>12.5</td> <td>15</td> <td>14.5</td> <td>99</td>	27	≥		5:30AM-7:30PM	1	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5	15	14.5	99
F 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 14. SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14. SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 15 14. SI 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 15 14 SI 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14	78	ፗ		5:30AM-7:30PM	വ	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5	15	14.5	99
5A 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.3 5U 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.3 5U 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 434 387.5 387.5 465 449 449 434 387.5 387.5 387.5 465 449 Annual Complex Starter R-Ranger CB-Cart Barn DR-Driving Range MP-Maintenance Personnel Resource Resource	29	u.	-	5:30AM-7:30PM	ည	1M,1SP;1S,1R,1CB, 1DR,			12.5	15		99
SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.3 465 449 465 449 465 449 465 449 465 449 465 449 465 449 465 449 465 449 April 10 M-Driving Range MP-Maintenance Personnel SP-Starter R-Ranger CB-Cart Barn DR-Driving Range MP-Maintenance Personnel	ဓ	SA		5:30AM-7:30PM	151	1M,1SP,1S,1R,1CB, 1DR,			12.5		14.5	99
SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range MP-Maintenance Personnel 434 387.5 387.5 465 449	31	S		5:30AM-7:30PM	1FT 5	1M,1SP,1S,1R,1CB, 1DR,				15	14.5	99
SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range MP-Maintenance Personnel	-						434	387.5	387.5		449.5	2046
SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range							does not in			. sə		
SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range												
SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range	Legeno	::								:		
	M-Man			R-Ranger	B-Cart Bai	DR-Driving Range	tenance Per	sonnel				
	t made a management of the same										***************************************	

Categories work hrs.					for m	for month of August						.
Day Course Hours Pro-Shop Houris Required Pre-sonal Cargodres Shop 1 125 125 115 145 T 6 (DOMA-STOP) 1 15 (SOMA-STOP) 1 15 (SOMA-STOP) <t< th=""><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th>work hrs.</th><th>work hrs.</th><th>work hrs.</th><th>work hrs.</th></t<>									work hrs.	work hrs.	work hrs.	work hrs.
1	Jate	Day	Course Hours	Pro Shop Hours	-	Personnel Categories		_	1 Ranger	1 Cart Barn	Driving Range	Main. Per.
Following-Stophial Economi-Zorden For Fort Missey, St. Ry, Cles. 1026, May 14, 125 125 125 145 1	-	Σ	6:00AM-8:30PM	5:30AM-7:30PM	1	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5	15	14.5	99
FOODAME SORM SORAM-TOPM HT 6 PT M, 15P 18, R, 10B, NAP 14 125 125 125 14	24	 	6:00AM-8:30PM		17	1M,1SP,1S,1R,1CB, 1DR,		12.5		15	14.5	99
Hear Follow-Readem Figure Figur	ო	≶	6:00AM-8:30PM	 	15	1M,1SP,1S,1R,1CB, 1DR,				15	14.5	99
COOMM-SORM SOLAM-730PM IFT 6FT IN, 18F1S, IR, 1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 A 6.000AM-830PM 530AM-730PM IFT 6FT IN, 1SF1S, IR, 1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 A 6.000AM-830PM 530AM-730PM IFT 6FT IN, 1SF1S, IR, 1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 A 6.000AM-830PM 630AM-730PM IFT 6FT IN, 1SF1S, IR, 1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 A 6.000AM-830PM 630AM-730PM IFT 6FT IN, 1SF1S, IR, 1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 A 6.000AM-830PM 630AM-730PM IFT 6FT IN, 1SF1S, IR, 1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 A 6.000AM-830PM 630AM-730PM IFT 6FT IN, 1SF1S, IR, 1CB, 1DR, 6MP 14 12.5 12.5 14.5 14.5 A 6.000AM-830PM 630AM-730PM IFT 6FT IN, 1SF1S, IR, 1CB, 1DR, 6MP 14 12.5 12.5 14.5 14.5 <td>4</td> <td>H</td> <td>6:00AM-8:30PM</td> <td>5:30AM-7:30PM</td> <td>F</td> <td>1M,1SP,1S,1R,1CB, 1DR,</td> <td></td> <td></td> <td></td> <td>15</td> <td>14.5</td> <td>99</td>	4	H	6:00AM-8:30PM	5:30AM-7:30PM	F	1M,1SP,1S,1R,1CB, 1DR,				15	14.5	99
COOM-MAS-30PM SOOM-7-30PM IT 5 PT M, 18-15, IR, 10B, 1DR, 6MP 14 125 125 15 145 145 15 15 15 15	3	u_	6:00AM-8:30PM	5:30AM-7:30PM	1 1	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5	15	14.5	99
1 1 1 1 1 1 1 1 1 1	ဖြ	S.A.	6:00AM-8:30PM	5:30AM-7:30PM	트	1M,1SP,1S,1R,1CB, 1DR,		12.5		15	14.5	99
COOMM-8:30PM S:30AM-7:30PM IFT 6 PT MA, 159-15, IR, 108 108 14 125 125 125 145 1	7	ns	6:00AM-8:30PM	5:30AM-7:30PM	Ħ	1M,1SP,1S,1R,1CB, 1DR,		12.5		15	14.5	99
COOMM-8:30PM S:30AM-7:30PM IFT 6 PT IM, ISP, IS, IR, ISB IDE, 6MP 14 125 125 15 145	00	Σ	6:00AM-8:30PM	╁	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5	15	14.5	99
Hard	o	1	6:00AM-8:30PM		1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5			99
Harring Figure	2	3	6:00AM-8:30PM	 	Ē	1M, 1SP, 1S, 1R, 1CB, 1DR,		12.5	12.5	15		99
C. GODAM-B:30PM 6:30AAM-30PM 1FF FT 1M.1SP.1S.1R.1CB. 1DR, 6MP 14 12.5 12.5 16 14.5 A. G. GOOMAR-S30PM 6:30AAM-7:30PM 1FF FT 1M.1SP.1S.1R.1CB. 1DR, 6MP 14 12.5 12.5 16 14.5 A. G. GOOMAR-S30PM 6:30AAM-7:30PM 1FF FT 1M.1SP.1S.1R.1CB. 1DR, 6MP 14 12.5 12.5 16 14.5 A. G. GOOAM-8:30PM 6:30AAM-7:30PM 1FF FT 1M.1SP.1S.1R.1CB. 1DR, 6MP 14 12.5 12.5 15 14.5 A. G. GOOAM-8:30PM 1FF FT 1M.1SP.1S.1R.1CB. 1DR, 6MP 14 12.5 12.5 15 14.5 A. G. GOOAM-8:30PM 1FF FT 1M.1SP.1S.1R.1CB. 1DR, 6MP 14 12.5 12.5 15 14.5 A. G. GOOAM-8:30PM 1FF FT 1M.1SP.1S.1R.1CB. 1DR, 6MP 14 12.5 12.5 15 14.5 A. G. GOOAM-8:30PM 1FF FT 1M.1SP.1S.1R.1CB. 1DR, 6MP 14 12.5 12.5	=	E	6:00AM-8:30PM	+	1	1M,1SP,1S,1R,1CB,1DR,		12.5	12.5			99
A. ECOGAM-8:30PM 5:30AM-7:30PM ITT 5 PT 1M, 1SP, 1S, 1R, 1CB, 1DR, 6MP 14 12.5 12.5 14.5 14.5 3. COOAM-8:30PM 5:30AM-7:30PM ITT 5 PT 1M, 1SP, 1S, 1R, 1CB, 1DR, 6MP 14 12.5 15 14.5 4. COOAM-8:30PM 5:30AM-7:30PM ITT 5 PT 1M, 1SP, 1S, 1R, 1CB, 1DR, 6MP 14 12.5 15 14.5 A. COOAM-8:30PM 5:30AM-7:30PM ITT 5 PT 1M, 1SP, 1S, 1R, 1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 A. COOAM-8:30PM 5:30AM-7:30PM ITT 5 PT 1M, 1SP, 1S, 1R, 1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 A. COOAM-8:30PM 5:30AM-7:30PM ITT 6 PT 1M, 1SP, 1S, 1R, 1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 A. COOAM-8:30PM 5:30AM-7:30PM ITT 6 PT 1M, 1SP, 1S, 1R, 1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 A. COOAM-8:30PM 5:30AM-7:30PM ITT 6 PT 1M, 1SP, 1S, 1R, 1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 A. COOAM-8:30PM 5:30AM-7:30PM ITT 6 PT 1M, 1SP, 1S, 1R, 1CB, 1	12	11	6:00AM-8:30PM	1	Ē	1M,1SP,1S,1R,1CB, 1DR,		12.5	12.5			99
COOGMA-8:30PM S:30AM-7:30PM IFT 6 PT MI,18P,18,1R,1CB, 1DR, BMP 14 12 5 12 5 15 14 5 14	13	S AS	6:00AM-8:30PM	┼	1FT 5 PT	1M, 1SP, 1S, 1R, 1CB, 1DR,		12.5	12.5			99
COOGMA-8:30PM 5:30AM-7:30PM 1FT 6 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 14.5	4	ns.	6:00AM-8:30PM	-	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR,		12.5				99
T 6.004M-8:30PM 6:304M-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 N 6:00AM-8:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 R 6:00AM-8:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 A 6:00AM-8:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 N 6:00AM-8:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 N 6:00AM-8:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 N 6:00AM-8:30PM 1FT 6 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 N 6:00AM-8:30PM 1FT 6 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 N 6:00AM-8:30P	135	Σ	6:00AM-8:30PM	╁┈	1FT 5 PT	1M.1SP.1S.1R,1CB, 1DR,						99
F. GOOAM-B:30PM 5:30AM-7:30PM 1FT 5 PT 1M, 1SP, 1S, 1R, 1CB, 1DR, 6MP	16	-	6:00AM-8:30PM		1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR,						99
H. 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 12.5 14.5 14.5 14.5 14.5 14.5 14.5 14.5 14	17	3	6:00AM-8:30PM	ī	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR,						99
F 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 12.5 14.5 14.5 14.5 14.5 14.5 14.5 14.5 14	<u>~</u>	픋	6:00AM-8:30PM		1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR,			12.			99
SA 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 8:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 7 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 7 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 7 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 5A 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 5A 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 5A 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT <td< td=""><td>19</td><td>L</td><td>6:00AM-8:30PM</td><td>1</td><td>1FT 5 PT</td><td>1M,1SP,1S,1R,1CB, 1DR,</td><td></td><td></td><td></td><td></td><td></td><td>99</td></td<>	19	L	6:00AM-8:30PM	1	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR,						99
B.O. GAM-8:30PM 5:30AM-7:30PM IFT 5 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 12.5 14.5 V 6:00AM-8:30PM 6:30AM-7:30PM IFT 5 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 T 6:00AM-8:30PM IFT 5 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 H 6:00AM-8:30PM IFT 5 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 A 6:00AM-8:30PM 1FT 5 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 A 6:00AM-8:30PM 5:30AM-7:30PM IFT 5 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 BU 6:00AM-8:30PM 5:30AM-7:30PM IFT 5 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM IFT 5 PT IM,18P,18,1R,1CB, 1DR, 6MP 14 12.5 12.5<	8	SA	6:00AM-8:30PM	ł	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR,						99
14.5 12.5 12.5 14.5	21	DS.	6:00AM-8:30PM	1	1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR,			12.5			39
T 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 14.5 14.5 14.5 14.5 14.5 14.5 14.5 14	22	Σ	6;00AM-8:30PM		1FT 5 PT	1M,1SP,1S,1R,1CB, 1DR,		12.	12.5			99
W 6:00AM-8:30PM 6:30AM-7:30PM FF 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 F 6:00AM-8:30PM 6:30AM-7:30PM FF 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 SA 6:00AM-8:30PM 6:30AM-7:30PM FF 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 SA 6:00AM-8:30PM 6:30AM-7:30PM FF 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 SU 6:00AM-8:30PM 6:30AM-7:30PM FF 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 W 6:00AM-8:30PM 6:30AM-7:30PM FF 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 W 6:00AM-8:30PM 6:30AM-7:30PM FF 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 W 6:00AM-8:30PM 6:30AM-7:30PM FF 5 PT	23	F	6:00AM-8:30PM	╁	臣	1M,1SP,1S,1R,1CB, 1DR,		12.	12.5			8
TH 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 SA 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 SA 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 SU 6:00AM-8:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 M 6:00AM-8:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP <t< td=""><td>24</td><td>≯</td><td>6:00AM-8:30PM</td><td> </td><td>17</td><td>1M,1SP,1S,1R,1CB, 1DR,</td><td></td><td>12.</td><td>12.5</td><td></td><td></td><td>99</td></t<>	24	≯	6:00AM-8:30PM	 	17	1M,1SP,1S,1R,1CB, 1DR,		12.	12.5			99
F 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 SA 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 SU 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 15 14.5 T 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 15 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 15 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 N 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 434 387.5 465 449.5 SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range MP-Maintenance Personnel 12.5 12.5 15 14.	25	F	6:00AM-8:30PM	┝╌	扦	1M,1SP,1S,1R,1CB, 1DR,		12.	12.5			99
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SU 6:00AM-8:30PM 6:30AM-7:30PM 1FT 6 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 T 6:00AM-8:30PM 5:30AM-7:30PM 1FT 6 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 6 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 14.5 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB,1DR, 6MP 14 12.5 12.5 14.5 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5	27	S,	6:00AM-8:30PM	1-	刊	1M,1SP,1S,1R,1CB, 1DR,		12	12.			99
M 6:00AM-8:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 T 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 434 387.5 387.5 465 449.5 SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range MP-Maintenance Personnel SP-Sonnel	78	ദ	6:00AM-8:30PM	-	11	1M,1SP,1S,1R,1CB, 1DR,			12.			99
T. 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 15 14.5 M 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 434 387.5 387.5 465 449.5 A B A A A B A A A B A A B A A B A A B B A A B B A A B B A A B B A A B B B A A B B B B B B B B B B B B	29	Σ	6:00AM-8:30PM		년	1M,1SP,1S,1R,1CB, 1DR,		12.				99
W 6:00AM-8:30PM 5:30AM-7:30PM 1FT 5 PT 1M,1SP,1S,1R,1CB, 1DR, 6MP 14 12.5 12.5 12.5 14.5	8	F	6:00AM-8:30PM	1	177	1M,1SP,1S,1R,1CB, 1DR,		12.	12.5			99
SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range MP-Maintenance Personnel 434 387.5 387.5 449.5 449.5	31	≥	6:00AM-8:30PM	1	1FT 5	1M,1SP,1S,1R,1CB, 1DR,		12.	12.		14.	ĕ
SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range MP-Maintenance Personnel				╌			434	387.	387.		449	2046
SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range							does not ii	nclude salan	ied employe	ses		
SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range												
SP-Shop Person S-Starter R-Ranger CB-Cart Barn DR-Driving Range	egen			- 1								
	4-Man				CB-Cart Ba	DR-Driving Range	ntenance Per	sonnel	·			-

work hrs.	n. Per.	99	99	99	99	99	99	99	99	99	99	99	99	99	99	99	99	99	99	. 66	99	99	99	99	99	99	99	99	99	99	99	1980					
¥orl	Main.				-					-	-																										
work hrs.	Driving Range	11.5	. 11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	345			7,7,7		
work hrs.	1 Cart Barn	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	360	2				
work hrs.	_	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	315	d employees				
work hrs.	_	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	315	lude salaried		nnel		
work hrs w	Shop	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	345	does not include		MP-Maintenance Personnel		
ioi illoittii oi september	Pe	1	1M,1S	1M, 18	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB,	1M,18	1M,18	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB,	1M,18	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR,	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR,	1M,1SP,1S,1R,1CB,·1DR,	1M, 1SP, 1S, 1R, 1CB, 1DR,	1M,1SP,1S,1R,1CB, 1DR,	1M, 1SP, 1S, 1R, 1CB, 1DR,	1M, 1SP, 1S, 1R, 1CB, 1DR,	1M,1SP,1S,1R,1CB, 1DR,	1M,1SP,1S,1R,1CB, 1DR,	1M,1SP,1S,1R,1CB, 1DR,	1M,1SP,1S,1R,1CB,	1M,1SP,1S,1R,1CB, 1DR,	1M,1S	1M,1SP,1S,1R,1CB, 1DR, 6MP				DR-Driving Range	2	
	Required	1FT 5 PT	1FT 5 PT	1FT 5 PT	ı	1FT 5 PT	1FT 5 PT	1FT 5 PT	1FT 5 PT	1FT 5 PT	1FT 5 PT	1FT 5 PT	1-1	1FT 5 PT	1FT 5 PT	臣	뉴	百		. 1	- #	- 1	- 1	. 1	. I	S	1FT 5 PT	- 1	- 1	1FT 5 PT	1FT 5 PT				B-Cart Barn		
	Pro Shop Hours	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM	6:30AM-6:00PM				rter R-Ranger C		
	Course Hours	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM	7:00AM-7:00PM				SP-Shop Person S-Starter	-	
	Day	干	ı	SA A	DS	Z	۲	>	프	ш	8A A	SC	Σ	j -	≥	프	ш	SA A	SU	2		≥ i		щ	SA	SS:	Z.	-	} :	프	L				ł I		
e	Date	~ -	7	m	4	ည	9	7	8	တ	9	7	12	13	4	55	16	17	18	13	20	5 8	77	23	24	25	26	27	188	73	30			Legend:	M-Manager		

īš.	Per.	99	99	99	99	98	99	99	99	8	99	99	99	99	8	99	98	99	99	8	98	99	99	99	8	88	99	8	8	8	99	8	2046				
work hrs.	Main. Per.				_																											-	8				-
work hrs.	Driving Range	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	325.5				
work hrs.	1 Cart Barn	11	11	11	11	11	1-	11	11	11	11	11	11	1.	11	11	11	11	11	11	17	11	7	Ξ	11	11	11	11	7	11	7	77	341	es			
work hrs.	- La		9.5	9.5	9.5	9,5	9.5	9.5	9.5	9.5	9.5						9.5					9.5			9.5	9.5	9.5	9.5		9.5		Ö	294.5	ied employe			
work hrs.		9.5			9.5		9.5	9.5	9.5		9.5								9.5						9.5	0	9.5	9.	9.5	9.	o,		294.5	does not include salaried employees		sonnel	
work hrs		10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5		10.5	10.5				10.5		10.	10.5	·	10.5	325.5	does not in		MP-Maintenance Personnel	
month of October	Borconnol Categories	1M 1SP 1S 1R 1CB, 1DR, 6MP	움	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP	J.	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP	DR.		R,	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP	띴	1M,1SP,1S,1R,1CB, 1DR,	1M,1SP,1S,1R,1CB,	1M,1SP,1S,1R,1CB, 1DR,	1M,1SP,1S,1R,1CB,	1 1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR,	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M, 1SP, 1S, 1R, 1CB,	1M, 1SP, 1S, 1R, 1CB, 1DR,	1M,1SP,1S,1R,1CB,	1	1M,1SP,1S,1R,1CB, 1DR, 6MP	1M, 1SP, 1S, 1R, 1CB,	1M,1S	1M,1SP,1S,1R,1CB, 1DR, 6MP				DR-Driving Range	;
for m	Positivod	1FT 5 PT	5 PT	5 PT	5 PT	5 PT	1FT 5 PT	1FT 5 PT	5 PT	5 PT	1FT 5 PT	1FT 5 PT	1FT 5 PT	1FT 5 PT	1FT 5 PT	1FT 5 PT	1FT 5 PT	1FT 5 PT	1FT 5 P	5 P	1FT 5 P	1FT 5 P	1FT 5 P	1FT 5 P"	5.0	١.	F	1FT 5 PT	1FT 5 PT	户	1FT 5 PT	1FT 5 PT				CB-Cart Barn	
	Dec Cho Louis	7:00AM-5:30PM	7:00AM-5:30PM 1FT	7:00AM-5:30PM	7:00AM-5:30PM	7:00AM-5:30PM	7:00AM-5:30PM	7:00AM-5:30PM	7:00AM-5:30PM 1FT	7:00AM-5:30PM	7:00AM-5:30PM	7:00AM-5:30PM	_	7:00AM-5:30PM	7:00AM-5:30PM	7:00AM-5:30PM	7:00AM-5:30PM	7:00AM-5:30PM	+	┼	╁─	1	7:00AM-5:30PM	┰	+	-	+-	7:00AM-5:30PM	7:00AM-5:30PM	┰	7:00AM-5:30PM	 				S-Starter R-Ranger	
	Carried Course	7:30AM-6:30PM	7.30AM-6.30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM	7:30AM-6:30PM			With the second	SP-Shop Person S-St	
	1	S. A.) ≥	-	· 3	표	L.	S.A.S.	SU	Σ	-	3	F	LL.	8A AS	S	Σ	F	≥	표	L	SA	ns	Σ	1-	>	王	ш	တ	S	Σ					
•	340	Date	- 0	₹ m	4	. ro	ဖ		. 00	0	10		12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	8	33		_	Legend:	M-Manager	

			Tor n	for month of November							
ſ						work hrs	work hrs.	work hrs.	work hrs.	work hrs.	work hrs.
ſ	Course Hours	Pro Shop Hours	Required	Personnel Categories	ries	Shop	1 Starter	1 Ranger	1 Cart Barn	Driving Range	Main. Per.
T	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	ω	7	7	8.5	8	09
	8:30AM-5:00PM		1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	80	7	7		+	09
I	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	α	7	2	8.5	combine w/ ranger	09
	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	8	7	7	8.5		09
- {	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	8	7	7	8.5		09
	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	8	7	7	8.5	combine w/	09
	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	8	7	7	8.5		09
ĺ	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	80	7	7	œ.		09
	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	80	7	7	8.5	combine w/	09
王		8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	ω	7	7	κό	combine w/ ranger	09
	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	8	7	7		combine w/ ranger	09
SA	8:30AM-5:00PM		1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	80	7	7		combine w/ ranger	90
SU	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	8	7	7	αò	combine w/	90
Σ	8:30AM-5:00PM		1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	8	7	7	8.5		90
	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	ω	7	7	89		09
≥	8:30AM-5:00PM	8:00AM-4:00PM	17	1M,1SP,1S,1R,1CB,	1DR, 6MP	80	7	7	8.5		9
핕	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	8	7	7	8.5		09
ш	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	89	7	7	8.5		09
SA	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	æ	7	7	8.5		60
SU	8:30AM-5:00PM			1M,1SP,1S,1R,1CB,	1DR, 6MP	8	7	7		combine w/ ranger	09
ſ	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	00	7	7	8.5	combine w/ ranger	90
-	8:30AM-5:00PM		- 1	1M,1SP,1S,1R,1CB,	1DR, 6MP	8	7	7	8.5	combine w/ ranger	80
	8:30AM-5:00PM		1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	80	7	4	8.5	combine w/	60
표	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	8	7	7	8.5	combine w/ ranger	09
	8:30AM-5:00PM		1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	8	7	<i>L</i>			90
SA	8:30AM-5:00PM		1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	8	7	7	8.5	combine w/ ranger	09
SU	8:30AM-5:00PM		1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	8	7	<i>L</i>	8.5	combine w/ ranger	09
Σ	8:30AM-5:00PM		1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	ထ	7	2	8.5	combine w/ ranger	00
ĺ	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	8	7	2	8.5	combine w/ ranger	90
3	8:30AM-5:00PM	8:00AM-4:00PM	1FT 4 PT	1M,1SP,1S,1R,1CB,	1DR, 6MP	.00	7	7	8.5	combine w/ ranger	09
						240	210	210	255		1800
					7	does not in	include salaried	employe	es		
ĺ											
ď	SP-Shop Person S-Starter	R-Ranger	CB-Cart Barn	DR-Driving Range	MP-Maintenance	nance Pers	Personnel			•	
								:			
	_										

										78.49.00	A FEBRUARY AND A SECOND ASSESSMENT AND A SECOND ASSESSMENT ASSESSM
				for month	nth of December						
(ı					work hrs work hrs.		work hrs.	work hrs.	work hrs.	work hrs.
Date	Day	Course Hours	Pro Shop Hours	Required	Personnel Categories	Shop			Cart Barn	Driving Range	Main. Per.
-	E	9:00AM-5:00PM		Т 4 РТ	1M, 1SP, 1S, 1R, 1CB, 3MP	7.5	6.5	6.5	8	8	
2	щ	9:00AM-5:00PM	-1	T 4 PT	1M, 1SP, 1S, 1R, 1CB, 3MP	7.5	6.5	6.5	80		
က	SA	9:00AM-5:00PM	- 1	T 4 PT	1M, 1SP, 1S, 1R, 1CB, 3MP	7.5	6.5		80		
4	SC	9:00AM-5:00PM	\dashv	T 4 PT	1M, 1SP, 1S, 1R, 1CB, 3MP	7.5			8		
S	Σ	9:00AM-5:00PM		T 4 PT	1M,1SP,1S,1R,1CB, 3MP	7.5	6.5		80		
9	-	9:00AM-5:00PM	8:30AM-4:00PM 1FT	T 4 PT	1M,1SP,1S,1R,1CB, 3MP	7.5			8		
7	≥	9:00AM-5:00PM	8:30AM-4:00PM 1FT	T 4 PT	1M,1SP,1S,1R,1CB, 3MP	7.5		6.5	00		
ω	F	9:00AM-5:00PM	8:30AM-4:00PM 1FT	T 4 PT	1M,1SP,1S,1R,1CB, 3MP		6.5	6.5	0 00		_
တ	u.	9:00AM-5:00PM	8:30AM-4:00PM 1FT	T 4 PT			8	9 4	α		
10	88 AS	9:00AM-5:00PM		T 4 PT		7.5	6.5	6.5	0 8	combine with range	4 40
7	SU	9:00AM-5:00PM	8:30AM-4:00PM 1FT	T 4 PT	1M, 1SP, 1S, 1R, 1CB, 3MP		9.5	9 6	α		
12	Σ	9:00AM-5:00PM	8:30AM-4:00PM 1FT	T 4 PT	_		2 4	2 4	0	COLLIDII E WITH FAILUR	
13	١	9:00AM-5:00PM		f	_1	1,0	0 0	0.0	0	combine with range	
14	3	9:00AM-5:00PM	_	,		0.7	0.0	6.5	80	combine with range	40
ų	; }	0.00 A # 6.00 Par		Ŧ	~!	7.5	6.5	6.5	ω	combine with range	40
2 4	<u> </u>	8.00AIM-5.00PIM		- 1	_ !	7.5	6.5	6.5	8	8 combine with range	40
0 1	L	S.COAIM-S.COOPIM	_ <u>+</u>		-1	7.5	6.5	6.5	8	8 combine with range	
	₹ a	S.UUAM-5:00PM	8:30AM-4:00PM	- 1	_[7.5	6.5	6.5	8	combine with range	
2 4	ું:	9:00AM-5:00PM	8:30AM-4:00PM	- 1	1M,1SP,1S,1R,1CB, 3MP	7.5	6.5	6.5	8		
2 6	≥ 1	9:00AM-5:00PM	8:30AM-4:00PM		_ 1	7.5	6.5	6.5	8		40
₹ 7	-[9:00AM-5:00PM	8:30AM-4:00PM	- 1	1M,1SP,1S,1R,1CB, 3MP	7.5	6.5	6.5	8		
57 8	≱ j	9:00AM-5:00PM	8:30AM-4:00PM	- 1	1M,1SP,1S,1R,1CB, 3MP	7.5	6.5	6.5	8	8 combine with range	
22	E	9:00AM-5:00PM	8:30AM-4:00PM	- 1	1M,1SP,1S,1R,1CB, 3MP	7.5	6.5	6,5	8	8 combine with range	
23	i.	9:00AM-5:00PM	8:30AM-4:00PM 1FT	T 4 PT	,	7.5	6.5	6.5	8	combine with range	
24	SA	- 1	8:30AM-4:00PM 1FT		1M,1SP,1S,1R,1CB, 3MP	7.5	6.5	6.5	8		40
3	ns :	- 1	8:30AM-4:00PM 1FT	. 1	1M,1SP,1S,1R,1CB, 3MP	7.5	6.5	6.5	8	combine with range	40
9 5	ΣH		8:30AM-4:00PM 1FT		-1	7.5	6.5	6.5	8	combine with range	40
17	- 3	Į	8:30AM-4:00PM 1FT	1	,1SP,1S,1R,1CB,	7.5	6.5	6.5	8	8 combine with range	40
8 8	\$ -	ŀ	8:30AM-4:00PM 1FT	. [7.5	6.5	6.5	8	combine with range	40
2 2	E L	- 1	8:30AM-4:00PM 1FT	4	1SP, 1S, 1R, 1CB,	7.5	6.5	6.5	8	combine with range	40
3 2	L 6	9:00AM-5:00PM		4	1SP,1S,1R,1CB,	7.5	6.5	6.5	8	combine with range	. 40
5	₹ n	STOUAM-STOOPM	8:30AM-4:00PM 1FT	T 4 PT	1M,1SP,1S,1R,1CB, 3MP	7.5	6.5	6.5	æ	combine with range	40
						232.5	201.5	201.5	248		1240
						does not inc	does not include salaried	d employees	S		
				-							
Legend:					THE PROPERTY OF THE PROPERTY O						
M-Manager		SP-Shop Person S-Starter	R-Ranger	CB-Cart Barn	DR-Driving Range MP-Maint	MP-Maintenance Personnel	onnel				
										NAME OF TAXABLE PARTY.	
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Appendix II Financial Statements

Igm, inc.

Profit & Loss January through December 2010

, L		January through
,	Ordinary Income/Expense	
)	Income	8.00
)	Credit Discount Credit Applied	976.27
,	Management Fees-Greenbriar	247,325.04
)	Management Fees-Westlake	281,710.32
		475,189.75
	Sales- General Merchandise	5,981.00
,	Sales-Design Services	51,510.10
)	Sales-Pro Shop Greenbriar	57,407.96
	Sales-Pro Shop Westlake	12,438.09
,	Sales-Shipping & Handling Sales-Tournament Income	53,093.50
•		1,185,640.03
ì	Total Income	1,100,040.00
	Cost of Goods Sold	•
)	COGS-General Merchandise	329,979.42
ŀ	COGS-Pro Shop Greenbriar	61,774.90
	COGS-Pro Shop Westlake	66,831.94
,	COGS - Shipping & Handling	23,016.39
)	Sunglasses	14,269.47
Ĺ	Total COGS	495,872.12
7	Gross Profit	689,767.91
•	•	,
,	Expense	8,338.60
,	401k employer contribution expen	1,500.00
•	Administrative Fees	5,412.80
ì	Automobile Expense	2,500.01
	Bank Service Charges Casual Labor	2,572.41
•	Contributions	53.50
	Credit Card Fees	265.00
	Dues and Subscriptions	12,922.48
,	Insurance	
)	Auto Insurance	571.30
	Business Owners	1,901.25
,	Disability Insurance	2,837.04
)	Life Insurance	12,637.40
ì	Medical insurance	30,859.98
	Workers Compensation	8,636.03
•	Total Insurance	57,443.00
)	•	
	Interest Expense	0.404.54
,	Finance Charge	6,104.54
	Loan Interest	3,280.01
ì	Total Interest Expense	9,384.55
	, 	000.00
•	Internet Fees	900.00
)	Marketing	200.00
Ĺ	Advertising Expense	200.00
,	Total Marketing	200.00
)	Office & Supplies Expense	2,862.27
í	Payroll Expenses	
,	Administrative - Westlake	25.41
)	Operations - Greenbriar	32.03
ì		
F	Payroll Expenses - Other	472,731.34
)	Total Payroll Expenses	472,788.78
)	Payroll Processing Fees	1,788.96
,	. ayran i roosaanig i soo	.,

Igm, inc. **Profit & Loss**

January through December 2010

		,
Posta	ge and Delivery	· 73.41
	asional Fees	
A	ecountant	2,472.50
	dmln	45.00
Total	Professional Fees	2,517,50
Recor	iciliation Discrepancies	58.49
Rent	,	10,178.75
Repal	rs	
Ċ	omputer Repairs	1,005.00
Total	Repairs	1,005.00
Tax E	xpense	
A	ssessment	179.22
C	Corporation Business Tax	2,080.00
F	ICA Medicare	22,537.72
F	UTA /	1,567.02
4	IJ Corporation	50.00
١	IJ State Income Tax	520.00
8	BUI/SDI .	13,390.68
Total	Tax Expense	40,314.64
Tech	nical Support	
(ComputerServices	218.28
ŀ	nosting fee	150,00
Total	Technical Support	368.28
Telep	phone	
1	felephone - cell	1,917.25
7	felephone - Other	1,339.31
Total	Telephone	3,256.56
Train	-	55.00
	el & Ent	0 7700 00
	Meals	2,729.08
	Travel	2,265.71
Total	Travel & Ent	4,994.79
Unkr	iown	76.33
Total Exp	ense	641,831.11
Net Ordinary Inco	me	47,936.80
Other Income/Exp	ense	
Other Income		
Other Inc		472.41
Total Other In	come	472.41
Net Other Income		472.41
t Income	0	48,409.21

eviewed and certified by bonard Abruzzo, P. C.

Decker Lane, Florham Park, NJ 07932

et Income

Linx Balance Sheet

				Dec 31, 10
ASSETS			•	
ASSETS	Current Assets	.		
	Odi(Oill)	Checking/S	avings	
			Checking - TD Greenbriar	856.54
			Checking - TD Main	31,290.82
		Total Check	king/Savings	32,147.36
		Accounts R		
			Accounts Receivable	152,175.41
		Total Accou	unts Receivable	152,175.41
		Other Curre	ent Assets	
			Exchange	-16,128.81
			Undeposited Funds	29.96
		Total Other	Current Assets	-16,098.85
	Total Current	Assets		168,223.92
	Other Assets			
		Goodwill		150,002.55
	Total Other As	ssets		150,002.55
TOTAL ASS	ETS		A second	318,226.47
LIABILITIES				·
LIADIZITIA	Liabilities		•	
		Current Lia	abilities	
			Accounts Payable	
			Accounts Payable	159,160.35
			Total Accounts Payable	159,160.35
			Credit Cards	
			Chase Visa	20,902.97
			Total Credit Cards	20,902.97
			Other Current Liabilities	
			401K Contributions Payable	-846.16
			Pension/Profit Sharing	-4,120.83
			Sales Tax Payable	527.18
			Total Other Current Liabilities	-4,439.81
		Total Curre	ent Liabilities	175,623.51
		Long Term	ı Liabilities	
			Notes Payable (LOC)	111,614.85
		Total Long	Term Liabilities	111,614.85
	Total Liabiliti	es		287,238.36
	Equity			
		Opening E		-19,189.89
		Retained 8	Earnings	1,768.79
		Net Incom	e	48,409.21
	Total Equity			30,988.11
TOTAL LIA	BILITIES & EQU	JITY		318,226.47
	-			

Board of Directors H & L Landscaping Company, Inc 251 Lions Head Blvd South Brick, NJ 08723

Members of the Board:

I have compiled the accompanying Statement of Assets and Liabilities of H&L Landscaping Company, Inc as of September 30, 2010 and the related statement of Revenues Collected and Expenses Paid-Cash Basis for the year then ended in accordance with standards established by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements, and accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit footnote disclosures and the statement of cash flows required by generally accepted accounting principles. If omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Sincerely,

Robert P. Weising, CPA

February 18, 2011 Toms River, New Jersey

H & L LANDSCAPING COMPANY, INC. 1/4 H & L GOLF COURSE MAINTENANCE STATEMENT OF ASSETS AND LIABILITIES-CASH BASIS September 30, 2010

ABSET9

CURRENT ASSETS Cash Prepaid Federal Corporation income Tax	\$ 32,028 1,099	
TOTAL CURRENT ASSETS	-	\$ 33,127
PROPERTY AND EQUIPMENT Condominium Office Improvements Equipment Less: accumulated depreciation	16,260 16,744 1,074,195 (1,001,616)	•
PROPERTY AND EQUIPMENT - NET		105.573
OTHER ASSETS Security Deposits Cash Value-Split Dollar Life Insurance Policy	150 32,382	
TOTAL OTHER ASSETS		32,532
TOTAL ASSETS		\$ 171,232
LIABILITIES AND STOCKHOL	DERS' EQUITY	
American Express Credit Line Bank of America Credit Lines Sales Taxes Payable Equipment Notes Payable - Current Simple IRA Pension Payable TOTAL CURRENT LIABILITIES	37,113 67,481 12,476 8,014 6,591	- :31,676
LONG-TERM LIABILITIES		
Equipment Notes Payable- Long-term Due to Officer	2,633 25,032	.
TOTAL LONG-TERM LIABILITIES		27,664
TOTAL LIABILITIES		169,340
STOCKHOLDERS' EQUITY Capital stock Excess of assets over liabilities	100 11,792	
TOTAL STOCKHOLDER'S EQUITY		11,892
TOTAL LIABILITIES AND STOCKHOLDERS' EQUIT	ΙΥ	\$ 171,232

H & L LANDSCAPING COMPANY, INC. t/a H & L GOLFCOURSE MAINTENANCE

Statement of Revenues Collected and Expenses Paid - Cash Basis For the Year Ended September 30, 2010

REVENUES COLLECTED		1,740,730
COST OF GOODS SOLD Materials and Supplies Direct Labor Payroll Tax Expense Equipment Fuel Equipment Repairs and Maintenance Equipment Rent Subcontractors Miscellaneous Job Costs Depreciation Total cost of goods sold	412,013 623,588 82,338 187,676 42,642 1,872 760 23,696 20,239	1,374,824
GROSS PROFIT		365,906
OPERATING EXPENSES		378,592
EXCESS OF EXPENSES PAID OVER REVENUE COLLECTED		(10,686)
NEW JERSEY INCOME TAXES PAID		2.829
EXCESS OF EXPENSES PAID OVER REVENUES COLLECTED FOR THE YEAR ENDED SEPTEMBER 30, 2010		(13,515)
EXCESS OF REVENUES COLLECTED OVÉR EXPENSI PAID THROUGHOCTOBER 01, 2009	E\$ 	25,307
EXCESS OF REVENUES COLLECTED OVER EXPENSE PAID THROUGH SEPTEMBER 30, 2010	ES .	11 792

Operating Expenses-Cash Basis
For The Year Ended September 30, 2010

OPERATING EXPENSES		
Officer's Salary	\$	8,975
Sales Salary		81,138
Employee Benefits		72,364
Simple IRA Pension Expense		6,610
Business Insurance		55,733
Advertising and Promotion		8,110
Business Meetings		18,978
Dues, Licenses and Seminars	•	7,941
Rent		20,000
Vehicle Lease		8,363
Telecommunications		37,758
Office expenses		18,247
Utilities		13,007
Office Maintenance		2,552
Legal and Accounting		7,675
Interest Expense	<u> </u>	9,142

TOTAL OPERATING EXPENSES

\$ 376,592

APPENDIX III Joint Venture Agreement

Joint Venture Agreement

This Joint Venture Agreement ("Agreement"), made on 02/01/2011 by and between Stephen Rice.

And Harry Leonard.

The parties are hereinafter sometimes referred to together as the "Joint Venturers" and individually as a "Joint Venturer."

It is therefore agreed between the Joint Venturers, the terms specified below:

Name. The parties hereto hereby form and establish a joint venture to be conducted under the name of Linx Management, (hereinafter referred to as the "Joint Venture"). The Joint Venturers agree that the legal title to the Joint Venture property and assets, including the Project itself, shall remain in the name of the Joint Venture.

Place of Business & Term. The principal place of business of the Joint Venture shall be located at 621 Shrewsbury Ave, Shrewsbury, New Jersey, 07702. The term of the Joint Venture shall commence on the execution date hereof and shall continue until 03/31/2021 provided, however, that the Joint Venture shall be dissolved prior to such date upon the sale or disposal of the Project and the payment or satisfaction of all debts of the Joint Venture.

Purpose. The Joint Venturers form this joint venture to: To share services and expertise relate to golf course management services. To the extent set forth in this Agreement, each of the Joint Venturers shall own an undivided fractional part in the business. The Joint Venture shall not engage in any other business or activity without the written consent of the Joint Venturers.

Capital. Separate capital accounts shall be maintained for each Joint Venturer and shall consist of the sum of its contributions to the capital of the Joint Venture plus its share of the profits of the Joint Venture, less its share of any losses of the Joint Venture, and less any distributions to or withdrawals made by or attributed to it from the Joint Venture.

The contributions from each of the Joint Venturers, for the purpose of this joint venture, is the sum set after the name of each Joint Venturer as follows:

Stephen Rice \$50,000.00

Harry Leonard \$50,000.00

The Joint Venturers shall make such other capital contributions required to enable the Joint Venture to carry out its purposes as set forth herein as the Joint Venturers may mutually agree upon. The joint venturers shall arrange for or provide any financing as may be required by the Joint Venture for carrying out the purposes of the Joint Venture. The terms and conditions of all such loans shall be subject to prior approval of the Joint Venturers. The Joint Venturers shall endorse, assume, or guarantee such obligations of the Joint Venture as the Joint Venturers may mutually agree upon.

Percentage Interest In The Joint Venture. The respective percentage interest in the Joint Venture owned by each Joint Venturer, respectively, is as follows:

Stephen Rice 50

Harry Leonard 50

Profits. The net profits as they accrue for the term of this Agreement or so long as the Joint Venturers are the owners in common of the business interest, shall be distributed between the Joint Venturers, based on the respective percentage interest in the Joint Venture owned by each Joint Venturer as follows:

Stephen Rice 50

Harry Leonard 50

Expenses of Venture. All losses and disbursements in acquiring, holding and protecting the business interest and the net profits shall, during the period of the venture, be paid by the Joint Venturers, in the ratio which the contribution of each Joint Venturer bears to the total contributions.

Duties of Joint Venturers.

The duties of Stephen Rice are: Manage and oversee all day-to-day operations related to pro shop, rounds of golf, driving range and any other revenue producing product or service. Responsible for all marketing, planning and strategic initiatives aimed at increasing revenues. Hire all key personnel, administer benefit programs, payroll and any other human

resource function. Create yearly budgets, develop monthly reports for The Department. Oversee all golf operations personnel including pro shop staff, starters, rangers, cart barn staff and driving range staff.

The duties of Harry Leonard are: Oversee all functions related to golf course maintenance including but not limited to fairways, greens and other on course locations. Fertilize as required and make use of pesticides and other chemicals required to improve golf course conditions. Hire and oversee all personnel related to grounds. Responsible for strategic initiatives aimed at improving and/or upgrading for the general public.

Powers of Joint Venturers. The following powers may be exercised only upon the consent of the Joint Venturers:

(a) The power to borrow money on the general credit of the Joint Venture in any amount, or to create, assume, or incur any indebtedness to any person or entity;

(b) The power to make loans in any amount, to guarantee obligations of any person or entity, or to make any other pledge or extension of credit;

(c) The power to purchase or otherwise acquire any other property except in the ordinary course of business of the Joint Venture;

(d) The power to sell, encumber, mortgage or refinance any loan or mortgage on any of the Joint Venture property;

(e) The power to confess any judgment against the Joint Venture, or to create, assume, incur or consent to any charge (including any deed of trust, pledge, encumbrance or security interest of any kind) upon any property or assets of the Joint Venture;

(f) The power to spend any renovation or remodeling funds or to make any other expenditures except for routine day-to-day maintenance and operation of the Joint Venture.

Deadlock. In the event the Joint Venturers are divided on a material issue and cannot agree on the conduct of the business and affairs of the Joint Venture, then a deadlock between the Joint Venturers shall be deemed to have occurred. Upon the occurrence of a deadlock, one Joint Venturer (hereinafter referred to as the "Offeror") may elect to purchase the Joint Venture interest of the other Joint Venturer (hereinafter referred to as the "Offeree") at a price calculated as the Offeree's percentage interest in a total purchase price for all of the assets of the Joint Venture. The Offeror shall notify the Offeree in writing of the offer to purchase, stating the total purchase price for all of the assets of the Joint Venture, and the price offered for the Offeree's Joint Venture interest expressed as the Offeree's percentage interest in the Joint Venture assets multiplied by the total purchase price for all of the assets of the Joint Venture. The Offeree shall have the right to buy the interest of the Offeror at the

designated price and terms, or to sell the Offeree's interest to the Offeror at the designated price and terms, whichever the Offeree may elect. The offer, when made by the Offeror, is irrevocable for thirty (30) days. The Offeree shall have ten (10) days from the receipt of such offer to make its election, that is, either to buy such interest of the Offeror or to sell its own interest, which shall be made in writing executed by the Offeree and stating the nature of the election. A Joint Venturer which is obligated to purchase the interest of another Joint Venturer pursuant to the provisions hereof shall have twenty (20) days from the date of receipt of the written election from such other Joint Venturer to pay the designated price and satisfy the terms of such purchase. Should the Joint Venturer who has received an offer to sell or buy fail to make the election required herein in a timely fashion, then such non-responding party shall be deemed to have elected and agreed to sell or buy, as the case may be, according to the terms of the offer.

Legal Title to the Project. The Joint Venturers agree that the legal title to the Joint Venture property and assets, including the Project itself, shall remain in the name of the Joint Venture.

Transfers Of Joint Venturers' Interests. Except as otherwise expressly permitted herein, no Joint Venturer may sell, transfer, assign or encumber its interest in the Joint Venture, or admit additional Joint Venturers, without the prior written consent of the other Joint Venturer. Any attempt to transfer or encumber any interest in the Joint Venture in violation of this Section shall be null and void.

The obligations and Rights of Transferees are as follows:

(a) Any person who acquires in any manner whatsoever any interest in the Joint Venture, irrespective of whether such person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefit of the acquisition thereof to have agreed to be subject to and bound by all the obligations of this Agreement that any predecessor in interest of such a person was subject to or bound by;

(b) The person acquiring an interest in the Joint Venture shall have only such rights, and shall be subject to all of the obligations, as are set forth in this Agreement; and, without limiting the generality of the foregoing, such a person shall not have any right to have the value of its interest ascertained or receive the value of such interest or, in lieu thereof, profits attributable to any right in the Joint Venture, except as herein set forth.

Termination. Upon the termination or dissolution of the Joint Venture, the Joint Venturers shall proceed to liquidate the Joint Venture, and all

proceeds of such liquidation shall be applied and distributed in the manner set above according to the interests held by each party in the joint venture. A reasonable time shall be allowed for the orderly liquidation of the Joint Venture's assets in order to minimize losses normally attendant upon such liquidation.

Notice. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the addresses of the parties as they appear in the introductory paragraph of this Agreement. Each party may change its address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of 10 calendar days after mailing.

Arbitration and Attorneys Fees. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The Joint Venturers shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the Joint Venturers are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the Joint Venturers, or otherwise mutually agreed upon by the Joint Venturers. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other Joint Venturer for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the Joint Venturers, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

Miscellaneous Partition. The Joint Venturers hereby mutually waive any right of partition which they may have with respect to the Project and any noncash assets of the Joint Venture.

Fees and Commissions. Each Joint Venturer hereby represents and warrants to the other that it has not incurred or obligated the Joint Venture for any brokerage, finder's or other similar fees or commissions in connection with the transactions covered by this Agreement or in connection with acquiring the Project or forming this Joint Venture. Each Joint Venturer hereby agrees to indemnify and hold harmless the other from and against all liabilities, costs, damages and expenses from any breach or alleged breach of the foregoing representation.

Waiver. Failure on the part of either Joint Venturer to complain of any act of the other Joint Venturer or to declare the other Joint Venturer in default, irrespective of how long such failure continues, shall not constitute a waiver by such Joint Venturer of its rights hereunder. No waiver of, or consent to, any breach or default shall be deemed or construed to be a waiver of, or consent to, any future breach or default.

Severability. If any provision of this Agreement or the application thereof shall be determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement and the application of the other provisions herein contained shall not be affected thereby, and all such other provisions shall remain effective and in force and shall be enforced to the fullest extent permitted by law.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Joint Venturers, and their heirs, successors and assigns.

Duplicate Originals. This Agreement may be executed in duplicate, with each such duplicate to be considered an original for all purposes.

Construction of Agreement. (a) The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision thereof. (b) As used herein, the word "person" shall include the individuals, corporations, partnerships and other entities of any type. In this Agreement, the use of any gender shall be applicable to all genders, and the singular shall include the plural, and the plural shall include the singular.

Other Activities of Joint Venturers. Any Joint Venturer may engage in other business ventures of every nature and neither the Joint Venture nor the other Joint Venturer shall have any right in such independent ventures or the income and profits derived therefrom.

Entire Agreement. This Agreement is intended by the Joint Venturers to be the final expression of their agreement and the complete and exclusive statement of the terms thereof, notwithstanding any representations or statements to the contrary heretofore made. Any modifications will only be accepted in writing.

Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by the laws of the State of New Jersey without regard for conflicts of laws principles. Each Joint Venturer hereby expressly consents to the personal jurisdiction of the state and federal courts located in the state of New Jersey for any lawsuit filed there against any party to this Agreement by any other party to this Agreement concerning the joint venture or any matter arising from or relating to this Agreement.

In witness whereof, the Joint Venturers have signed and sealed this Agreement.

Executed by the Joint Venturers name above with the intent of being legally bound.

2.18.11

Stephen Rice

Date

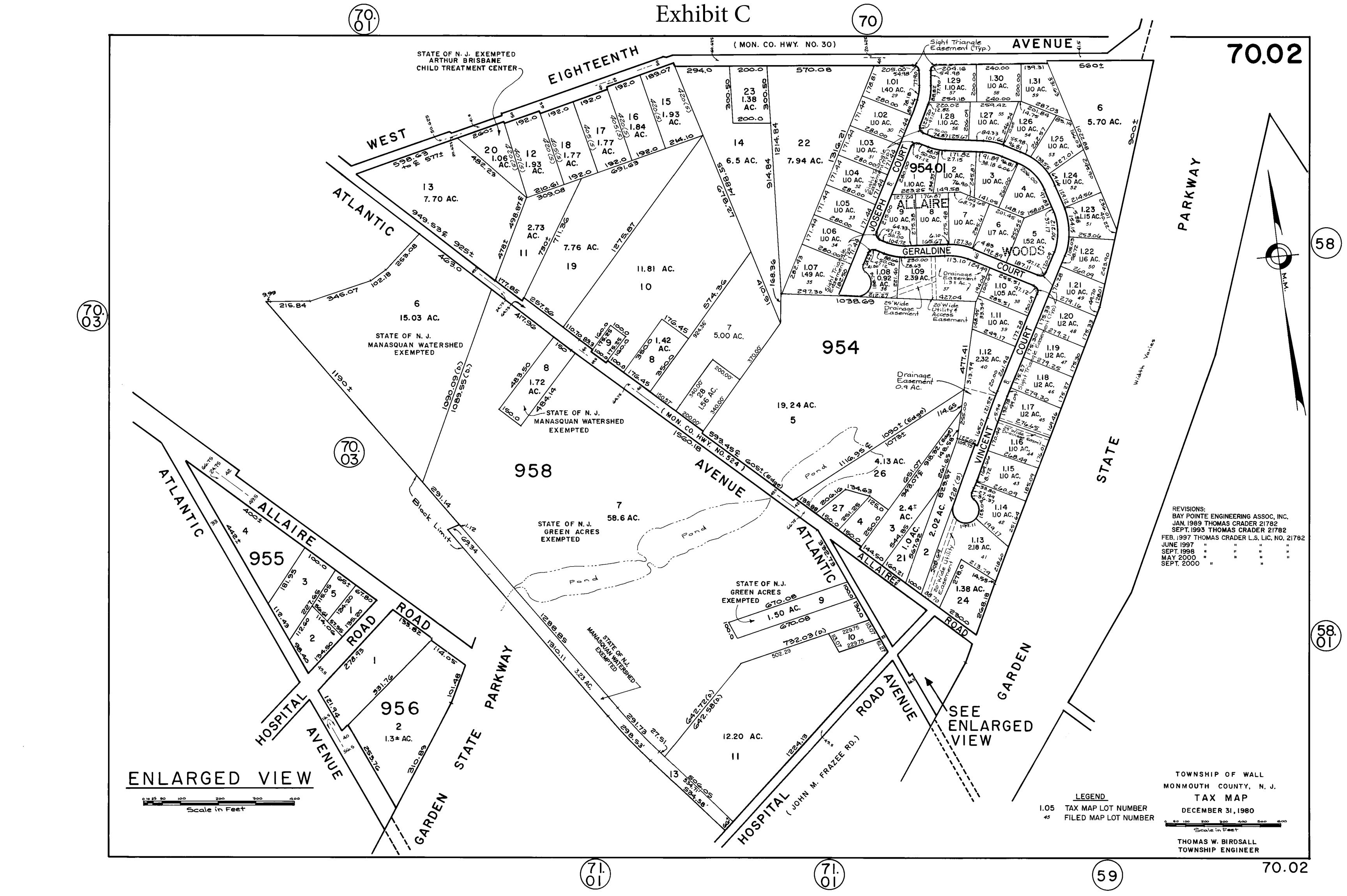
Harry Leonard

Date

Appendix IV Forms

[Intentionally Omitted]

Exhibit C



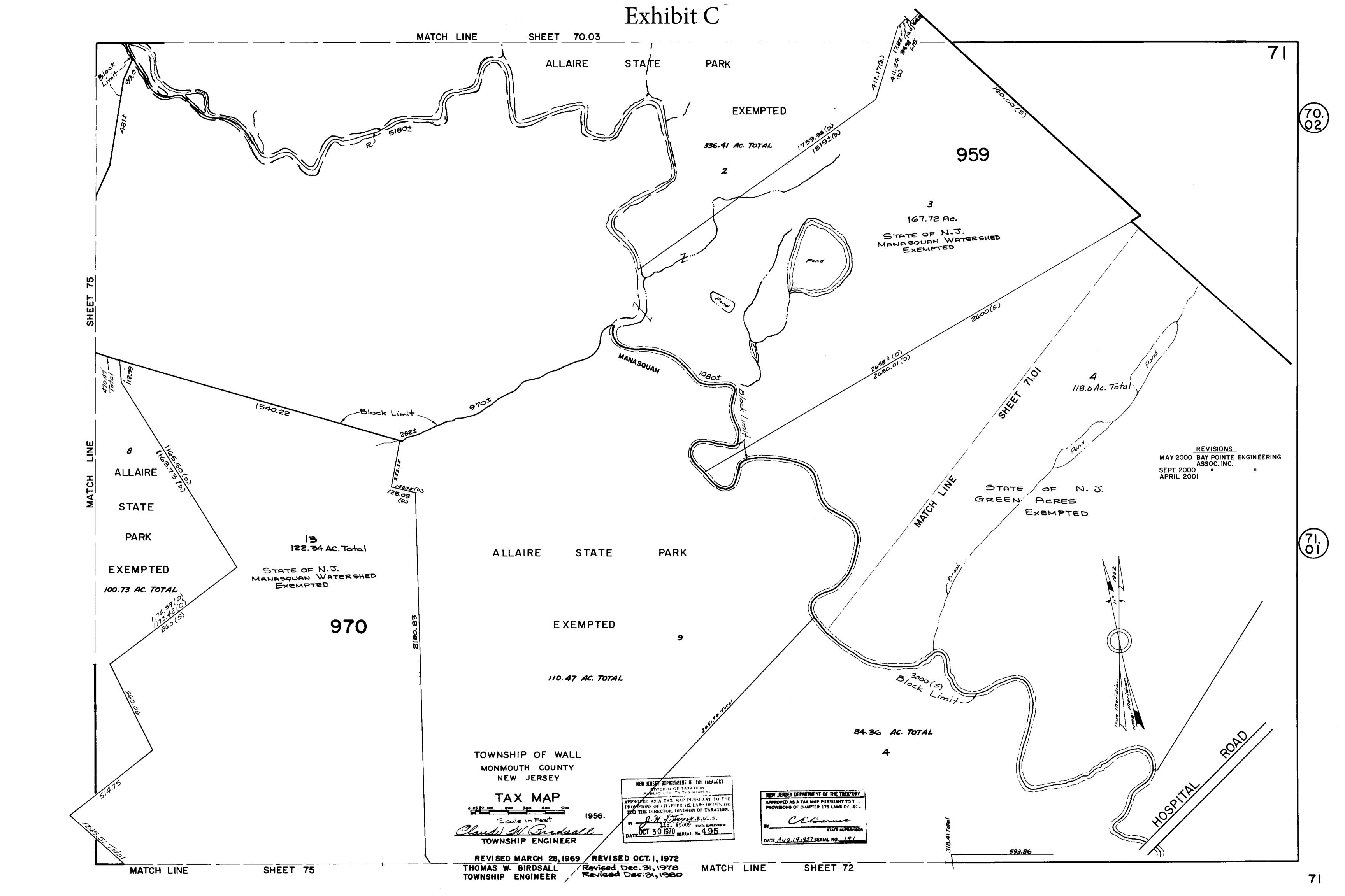


Exhibit D

Exhibit D

STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF PARKS AND FORESTRY

CONCESSION AGREEMENT RESTAURANT/BAR & REFRESHMENT STAND CONCESSION

THIS AGREEMENT, made this of Two Thousand and Nine (2009),

day of

, in the year

BETWEEN

THE STATE OF NEW JERSEY

DEPARTMENT OF ENVIRONMENTAL PROTECTION

DIVISION OF PARKS AND FORESTRY

STATE PARK SERVICE

P.O. BOX 404

TRENTON, NEW JERSEY 08625-0404

, hereinafter referred to as Department,

AND

FOUR ATLANTIC SERVICES, LLC

1913 ATLANTIC AVENUE

MANASQUAN, NEW JERSEY 08736

, hereinafter referred to as Concessionaire.

NOW THEREFORE, Department, in consideration of the payments and covenants hereinafter made, does hereby grant to Concessionaire and Concessionaire hereby agrees to operate a concession at:

Spring Meadow Golf Course

Concessionaire hereby covenants and agrees to and with Department as follows:

1. SCOPE OF CONCESSION

- A. The Concessionaire shall be granted the exclusive right to dispense food, alcoholic and non-alcoholic beverages, and liquor (hereinafter referred to as "Concession Operations"). The Concession Operations shall be limited to the structure(s) or area(s) now provided by the Department of Environmental Protection ("Department") for concession purposes in the areas at Spring Meadow Golf Course ("Spring Meadow") specifically designated by the Department (hereinafter referred to as the "Concession Premises").
- B. The Concession Operations will dispense items only from the following areas on the Concession Premises: Spring Meadow Inn ("Restaurant"), Refreshment Stand ("Halfway House"), Mobile Food/Beverage Carts (on golf course), and any temporary structures as may be approved by Department.
- C. Concessionaire shall use the Concession Premises solely for the purpose set forth above and is currently only permitted to sell alcoholic beverages and liquor inside the Restaurant from the bar area ("Restaurant Bar"). Patrons must consume all alcoholic beverages within the Restaurant and are not permitted to bring alcoholic beverages outside of the Restaurant.
- D. Concessionaire's status will be that of a licensee. Concessionaire will not, in any way whatsoever, be granted or conveyed any permanent easement, lease, fee, or other interest in the Concession Premises.

2. TERM

The "Initial Term" of the Concession Agreement ("Agreement") shall be for one (1) year, starting from the Effective Date of the Agreement's Initial Term, and may include no more than two

(2) subsequent one-year opportunities to renew at the Department's discretion, based upon an evaluation of the Concessionaire's performance and compliance with the terms and conditions of the Agreement. At the end of the Initial Term and prior to the start of any "Second Term," a compensation analysis will be completed. The Department, in its sole discretion, may extend the Agreement with Concessionaire to a "Second Term". A Second Term would run for one (1) year, starting from the Effective Date of the Agreement's Second Term, and may include no more than two (2) subsequent one-year opportunities to renew at the Department's discretion, based upon an evaluation of the Concessionaire's performance and compliance with the terms and conditions of the Agreement.

3. EFFECTIVE DATE

- A. For the purposes of the Agreement, the Effective Date for the commencement of the Initial Term shall be the Permit Date indicated on the Agreement.
- B. For the purposes of the Agreement, the Effective Date for the commencement of any renewal term shall be the date on which the last of the following has occurred:
 - (i) The renewal agreement is signed on behalf of Concessionaire and Department; and
 - (ii) Department dates the renewal agreement and forwards a copy to Concessionaire; and
 - (iii) The Certificate of Insurance required under the Agreement is approved by Department; and
 - (iv) Corporate resolution has been received by Department; and
 - (v) Department has approved the proposed prices for all food, alcoholic and non-alcoholic beverages, and liquor.

4. <u>COMPENSATION ANALYSIS</u>

After the expiration of the third (3rd) year under the Initial Term of the Agreement, a compensation analysis will be performed to determine if the compensation amount will be increased, decreased, or remain the same for the Second Term. Based on the reported Total Gross Revenue and/or performance of the concession, the Department may choose to increase, decrease, or maintain the compensation amount. The total amount of annual compensation will be analyzed and may be adjusted to correspond with the Department's existing rental rates for similarly performing operations.

5. REVENUE PAYMENTS AND ANNUAL INCREASE

A. For the Term of this Agreement, Concessionaire shall pay to the Department the following sum as consideration for the concession, license and privilege granted herein:

TOTAL COMPENSATION:

\$30,000.00

Said compensation shall be paid according to the following payment schedule:

PAYMENT SCHEDULE:

\$ 2,500.00 - on the 1st day of each month: (January through December)

- B. All payments shall be made at the area office, by check made payable to "Treasurer State of New Jersey". If Concessionaire fails to pay said compensation at such time and in such manner as specified herein, such failure shall constitute grounds for termination of the Agreement.
- C. All past due payments shall be assessed a monthly penalty of one and one-half (1.5%) percent of the total amount due calculated on the tenth (10^{th}) day of each month.

- D. In the event any check for payment is returned to Department, all future compensation payments shall be made by certified or cashier check only.
- E. The total amount of annual compensation shall be increased by three (3%) percent each contract period.

6. RECORDS AND AUDIT

- A. Concessionaire shall maintain complete, accurate, and detailed accounting records of all transactions pertaining to each Concession Operation covered by this Agreement that will allow Concessionaire to prepare financial statements in accordance with generally accepted accounting principles. Concessionaire shall make such records available to any authorized representative of Department upon request, as often as it is deemed necessary by Department, to determine the effectiveness of the financial management system and internal procedures that have been established by Concessionaire to ensure compliance with the terms and conditions of the Agreement and that the financial statements, cash register receipts, and reports present fairly the results of Concessionaire's operations pursuant to the Agreement. Said records shall be maintained and made available to Department for a period of six (6) years after the termination or expiration of the Agreement. Concessionaire shall maintain separate sales records for each of the following concession locations: Restaurant; Restaurant Bar; Halfway House; Mobile Food/Beverage Carts; and Banquets/Catering Events.
- B. All Restaurant, Restaurant Bar, and Halfway House sales shall be recorded by means of cash registers that publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded on a sales slip. Said cash registers shall, in all cases, have locked-in sales totals and transaction counters that constantly accumulate and that cannot, in either case, be reset. In addition, such cash registers must have a tape located within the register upon which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be recorded on a daily basis. In the event of technical or electrical failure of the cash registers, Concessionaire shall record all transactions by hand and issue a sequentially pre-numbered customer's receipt in like manner.

Each cash register must have the following:

- Dual Tape/Readable tape (customer must be offered a receipt)
- Customer Display
- Continuous grand total
- Cumulative "Z" counter
- Current printed date on detail tape

7. DAILY RECEIPTS AND BANK ACCOUNT

- A. Under the Agreement, Concessionaire is required to maintain a daily record of all gross receipts derived from the Concession Operation. This record shall be available at all times. Concessionaire also shall maintain daily "Z" reports that provide a breakdown and accounting of all sales activity for each day.
- B. All cash received by Concessionaire shall be deposited into a single bank account, maintained at a bank located within the State of New Jersey and maintained solely for subject Concession Operation, through which all financial transactions (including but not limited to deposits, withdrawals, and purchases) must pass.

8. MONTHLY REPORT

On or before the tenth (10th) of each month during operation, Concessionaire shall provide Department with the following: (1) a "Monthly Concession Report" containing a Statement of Total Gross Receipts, excluding New Jersey State Sales Tax, derived by Concessionaire from operation of the Concession and any other Concession-related operation approved by Department during the previous month; and (2) the daily "Z" tapes for that month showing each day's sales activity.

9. <u>ANNUAL REPORT</u>

Concessionaire shall submit to Department, no later than November 15th of each term the Agreement is in effect, an Annual Financial Statement including the following: Total Gross Revenue; Cost of Sales; Operating Expenses; and Net Profit from State Park Concession Operations. Said financial statement shall be signed and certified by a Certified Public Accountant (CPA) or shall be attached to a letter signed by a CPA certifying the information is truthful and accurate.

10. HOURS OF OPERATION AND LIMITATIONS

The Concession Operation shall be open for business during the following dates, days, and hours:

A. Each Concession Premises shall be open for business as follows:

(i) Restaurant

- (a) Lunch A complete lunch menu shall be available and served throughout the term of the Agreement, with the exception of those times agreeable to the Concessionaire and Department, for which the golf course and Restaurant may be closed. The hours for lunch shall be 11:30 a.m. to 4:00 p.m.
- (b) Dinner A complete dinner menu shall be available and served throughout the term of the Agreement, with the exception of those times agreeable to the Concessionaire and Department, for which the golf course and Restaurant may be closed. The hours of operation for dinner shall be 4:00 p.m. to 10:00 p.m.
- (c) Breakfast Concessionaire has the option to provide a breakfast menu. Requirements under "Prices" section will also apply to the Breakfast menu. The Superintendent and concessionaire will determine the hours and days of operation.

(ii) Restaurant Bar

- (a) The hours of operation for serving alcoholic beverages and liquor shall be Monday through Saturday, from 11:30 a.m. to 2:00 a.m., and Sunday, from 12:00 p.m. to 2:00 a.m. A complete selection of beer (imported and domestic), wines, and liquor, as approved by Department, shall be available for public consumption.
- (b) No package goods shall be sold from the Restaurant, Restaurant Bar, or Halfway House of Spring Meadow.

(iii) <u>Halfway House</u>

- (a) The Concessionaire will be required to dispense non-alcoholic beverages, lunch-type food items, and snack commodities from the Halfway House.
- (b) The minimum hours of operation for the Halfway House shall be as follows:
 - (1) From May 1 to September 30, Concessionaire shall provide continuous, uninterrupted service on Sunday through Saturday, from 8:00 a.m. to 7:00 p.m.
 - (2) From October 1 to April 30, Concessionaire shall provide continuous, uninterrupted service, based on weather and golf course conditions, on Sunday through Saturday, from 8:00 a.m. to 4:00 p.m.

Concessionaire also shall provide service during any other hours of operation as may be determined by the golf course superintendent and Concessionaire.

(iv) <u>Mobile Food/Beverage Carts</u>

- (a) The Concessionaire may dispense non-alcoholic beverages and food snack commodities from Mobile Food/Beverage Carts.
- (b) The hours of operation for the Mobile Food/Beverage Carts shall be as follows:
 - (1) From May 1 to September 30, Concessionaire shall provide continuous, uninterrupted service on Sunday through Saturday, from 8:00 a.m. to 7:00 p.m.
 - (2) From October 1 to April 30, Concessionaire shall provide continuous, uninterrupted service, based on weather and golf course conditions, on Sunday through Saturday, from 8:00 a.m. to 4:00 p.m. Concessionaire also shall provide service during any other hours of operation as may be determined by the golf course superintendent and Concessionaire.

(v) Banquets/Catering Events

- (a) Concessionaire shall have the privilege to conduct banquets, special events, and catered affairs from the Spring Meadow Inn.
- (b) At no time shall the general public be precluded from accessing and using the Spring Meadow Inn, specifically the Restaurant Bar and the seating area in front of the bar ("Restaurant Bar Seating Area").
- B. The rights and privileges granted to Concessionaire pursuant to this Agreement shall not prevail over any activities, events, or affairs scheduled or permitted by Department as part of the operation of Spring Meadow. Department may schedule or permit such activities, events, or affairs without any interference from Concessionaire.
- C. The golf course superintendent shall be the sole authority to determine whether or not an area will be closed due to inclement weather. The Department shall not be responsible to Concessionaire for any loss or damage caused by such determination.
- D. The golf course may be closed each year from January 1 to February 15 due to weather and conditions on the golf course. Such closing of the golf course will not restrict restaurant or banquet/catering operations at Spring Meadow.
- E. Concessionaire shall schedule all deliveries and pickups during the normal operating hours of the Concessions Operations or shall arrange for deliveries and pickups in such a manner that will not interfere with or involve State Park Service personnel.
- F. Hours of operation will be prominently displayed at the entrance of the "Restaurant". Signage must be professional in appearance, neat, and made of weatherproof material, if displayed outside.

11. PRICES

Prices for all food, alcoholic and non-alcoholic beverages, and liquor shall be submitted to and approved by Department in writing before any proposed price can become effective. Proposed prices to be charged must be submitted and approved at least thirty (30) days prior to initial opening of the Concession and on a yearly basis thereafter for the duration of the Agreement. All prices shall be properly displayed in prominent places at all times. Price signage must be professional in appearance, neat, and made of weather-proof materials.

12. STAFF

- Concessionaire shall engage a sufficient number of reliable, competent, and qualified staff of legal age for operation and management of each concession location covered by the Agreement, to provide security for the staff, and to meet the needs of the public unless an alternative staffing plan is approved by the superintendent in writing. Said approved alternative staffing plan shall be attached to and made a part of the Agreement. If Department determines that Concessionaire has not provided a sufficient number of reliable, competent, and qualified staff of legal age for the operation and management of the Concession Premises, Concessionaire shall, immediately upon receipt of written notification from Department, correct the staffing deficiencies described in said notice. If the deficiencies described in said notice are not corrected by Concessionaire immediately upon receipt of written notification, Department reserves the right to do the following: (1) suspend Concessionaire's operation of the Concession Premises, pending correction of the deficiencies; (2) obtain the service of reliable, competent, and qualified staff of legal age to operate said concession facility for Concessionaire for the remainder of the then current operating season; or (3) terminate the Agreement. Concessionaire shall compensate any staff obtained by Department for the remainder of the then current operating season and shall reimburse Department for all costs incurred by Department in obtaining appropriate staff. Concessionaire shall not be entitled to any abatement of revenue payment resulting from any suspension or other action taken by Department under this Paragraph, and Department shall not be liable to Concessionaire, or any party claiming through Concessionaire, for any claim, liability, or damages resulting from said action by Department.
- B. Concession employees are to wear apparel and name tags to identify and distinguish them as concession employees. The type of apparel and identification shall be pre-approved by Department.

13. <u>COMPLIANCE AND PERFORMANCE EVALUATION</u>

Mandatory concessionaire evaluation and compliance review meetings shall be conducted annually during three (3) specified periods. The meetings shall review all aspects of the operation, insuring that quality public services are being provided on a continuing basis in accordance with the bid specifications and the Agreement, that operational problems/concerns are addressed on a timely basis, and that all terms and conditions are clearly understood. The meetings shall be held on site with appropriate State Park Service staff, the on-site concession manager, and a management/supervisory representative of the concession firm. An evaluation form shall be utilized to document the evaluation meeting, which will identify any deficiencies and the corrective action required. A copy of the completed evaluation form shall be provided to the on-site concession manager or the management/supervisory representative of the concession firm and shall be attached to and made a part of the Agreement. The mandatory meetings shall be conducted annually during the following periods:

- Meeting #1 During the month of March.
- Meeting #2 During the first two (2) weeks of July.
- Meeting #3 During the two (2) weeks immediately after Labor Day.

14. <u>EQUIPMENT</u>

The State-owned equipment ("Equipment") has been installed on the Concession Premises for use by Concessionaire to provide full, complete, and efficient service to the public. Concessionaire shall be responsible for providing any and all additional equipment. However, Concessionaire shall first submit a written request to and obtain the written approval of Department for the installation and use of said equipment.

15. MAINTENANCE OF CONCESSION PREMISES & EQUIPMENT

- A. Concessionaire shall preserve and maintain in good and clean condition, reasonable wear and tear excepted, the Concession Premises and all Equipment. Concessionaire is solely responsible for the maintenance and cleanliness of the Concession Premises and Equipment.
- B. Regular maintenance and repair costs associated with the Concession Premises and Equipment shall be the sole responsibility of the Concessionaire.

- C. Concessionaire shall be solely responsible for the following:
 - (i) Interior maintenance of all structures and cleanliness of the entire Concession Premises;
 - (ii) Regular cleaning and degreasing of the blacktop area, shipping/receiving area, and trash container area, all in rear of the Restaurant;
 - (iii) Snow removal from the front entrance area, sidewalk from the front entrance to the parking lot, and back door area of Restaurant;
 - (iv) Cleaning and trash pickup from the front and rear of Restaurant and all areas around the Halfway House;
 - (v) Cleaning and replacement, as needed, of all window trim, drapes, shades, screens, blinds, etc.;
 - (vi) Daily sweeping, maintenance, and quarterly professional cleaning of all carpeted areas, as well as replacement of same, as needed, with spike proof carpeting;
 - (vii) Daily bathroom maintenance and upkeep as well as repair of all fixtures, floors, and walls as needed;
 - (viii) Annual refinishing of all woodwork;
 - (ix) Bi-annual inspection, service and/or repair of Ansul fire protection system after discharge or as required. A copy of the inspection report must be provided to the Superintendent;
 - (x) Annual painting of kitchen and Restaurant interior;
 - (xi) Bi-annual degreasing and deep cleaning of kitchen. Concessionaire shall service and complete bi-annual cleaning of the exhaust systems, including the roof vent, on an annual basis and shall post a notice of said cleaning, as provided by the cleaning service obtained. A copy of the cleaning report must be provided to the Superintendent;
 - (xii) Quarterly service/cleaning of main grease trap and drains. Septic and grease tanks must be pumped bi-annually (during the months of April and October) and proof of the pumping completion must be provided to the Superintendent; and
 - (xiii) Maintenance (including emergency repair) and annual inspection of:
 - (a) Plumbing systems
 - (b) Heating units
 - (c) Hot water heater
 - (d) Air conditioning units
 - (e) Walk-in refrigerator and freezer, reach-in refrigerator and freezer and refrigerated sandwich units
 - (f) Beer tap delivery system
 - (g) Ice Machine
 - (h) Fire monitoring system (A copy of the annual inspection report must be provided to the Superintendent.)
- D. Upon expiration or termination of the Agreement, Concessionaire shall deliver up peaceable possession of the Concession Premises to Department in as good and clean condition as the Concession Premises was made available at the commencement of the Agreement, reasonable wear and tear excepted. In the event that Concessionaire does not deliver up possession as herein provided, Department may restore the Concession Premises to such condition, and the cost thereof

shall be paid by Concessionaire to Department within fifteen (15) days of Department's demand for payment.

16. GARBAGE DISPOSAL, RECYCLING, AND BIODEGRADABLE MATERIALS

- A. Concessionaire shall be responsible for maintaining the cleanliness of the Concession Premises. Concessionaire shall ensure placement of all garbage and trash generated by the Concession Operation in designated containers and that said containers are emptied daily, or as more frequently required by the Department, at a location within Spring Meadow designated by the Department. Disposal costs from this location shall be borne by the Concessionaire. Concessionaire shall provide such additional trash containers as may be required to keep the immediate Concession Premises clean at all times. The type of trash containers provided by the Concessionaire shall be approved by the Department prior to installation.
- B. Concessionaire shall comply with any and all recycling requirements and regulations promulgated by the Department's Office of Recycling. Disposal costs from this location shall be paid in full by the Concessionaire.
- C. Any wrappings, containers, bowls, plates, carton, or cups that are not intended for reuse must be composed of biodegradable material. Biodegradable material is defined as follows: MATERIAL CAPABLE OF BEING BROKEN DOWN FROM A COMPLEX MOLECULAR STRUCTURE INTO SIMPLER GASSES AND ORGANIC COMPOUNDS BY LIVING MICROORGANISMS.
- D. No glass containers of any kind shall be used in the dispensing of food or beverages, except for food and beverages consumed inside the Restaurant. Glass containers for food or beverages shall be prohibited outside of the Restaurant.

17. <u>UTILITY AND SERVICE EXPENSES</u>

- A. Concessionaire is responsible for the payment of any and all utility and service charges related to the Concession Operation for the duration of the Agreement, except to the extent that said charges are attributable to the Department's use of the Concession Premises. Said charges may include, but are not limited to, the following: electric; propane; telephone; security system monitoring; septic system pumping; grease trap cleaning; annual exhaust hood cleaning; and beer tap system line cleaning, as needed.
- B. Concessionaire shall be responsible for the payment of all utility and service charges related to the following:
 - (i) Electrical service to the Restaurant and Restaurant Bar (Meter #S07019386);
 - (ii) Electrical service to the lighted sign at entrance of Restaurant (Meter #A833466541);
 - (iii) Propane gas supplies (under State contract);
 - (v) Electrical service to Halfway House (Meter to be installed); and
 - (vi) Security system monitoring of the Restaurant (under State Contract);
- C. Upon termination of the Agreement, the Concessionaire agrees to refill the propane tank to maximum capacity.

18. TAXES

All taxes and assessments, if any, arising out of the use and operation of the Concession Premises shall be paid by Concessionaire. If any tax or assessment may be legally paid in installments, Concessionaire shall have the option to pay such tax or assessment in installments, except that each installment thereof and all interest thereon must be paid by the final date fixed for the payment thereof, and in the event that the whole amount thereof is not paid prior to the

expiration of the Agreement, payment shall remain a continuing obligation of Concessionaire after the expiration or termination of the Agreement. Concessionaire shall furnish to Department, within ten (10) days of demand therefor, proof of the payment of any such tax or assessment.

19. RULES AND REGULATIONS

Concessionaire shall comply with all rules and regulations promulgated by the Department and all applicable rules and regulations promulgated by the New Jersey State Department of Health and Senior Services.

20. <u>ADVERTISEMENT AND PROMOTION</u>

- A. Concessionaire shall not advertise in any manner or form on or about the Concession Premises or any other part of Spring Meadow, except by means of such signs or forms of advertising as first shall be approved by the Department.
- B. Concessionaire shall, in all promotion and advertisement of the Concession Premises and any scheduled event(s) at or pertaining thereto, provide that the Concession Premises is administered by the State of New Jersey, Department of Environmental Protection, Division of Parks and Forestry, as part of Spring Meadow Golf Course.
- C. Prior to the implementation of any and all promotion and advertisement of the Concession Premises and any scheduled event(s) at or pertaining thereto, Concessionaire shall submit, and obtain Department's written approval of, all plans for promotion and advertisement of the Concession Premises. Such approval shall not be unreasonably withheld. In the event that Department does not approve or disapprove an advertisement or promotion plan within fifteen (15) days of receipt thereof, said plan shall be deemed as approved.

21. <u>INDEPENDENT PRINCIPAL</u>

Concessionaire's status shall be that of an independent principal and not as an agent or employee of the Department.

22. <u>INDEMNIFICATION</u>

- A. Concessionaire shall, for itself, its successors, and assigns, assume all risk and liabilities arising out of the management, maintenance, and operation of the Concession and covenants to defend, protect, indemnify, and save harmless Department and each and every of its officers, agents, employees, successors, and assignees and hereby releases Department and each and every of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature arising from the following:
 - (i) any injury to, or the death of, any person in or on or any damage to property which occurs in, on, or about the Concession Premises or upon any sidewalk, walkway, or patio within the Concession Premises or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Concession Premises or the construction or repair of any improvements of the Concession Premises;
 - (ii) any act, error, or omission of Concessionaire, its agents, servants, employees, contractors, invitees, and anyone claiming by or through Concessionaire in the performance of the Agreement; and
 - (iii) violation of any agreement or condition of the Agreement by Concessionaire, its agents, employees, contractors, invitees, and anyone claiming through Concessionaire of any contracts and agreements of record concerning the Concession Premises and restrictions of record or any law, ordinance, or regulation affecting the Concession Premises or any part thereof or the ownership, occupancy, or use thereof.

- B. Department shall, as soon as practicable after a claim has been made against it, give written notice thereof to Concessionaire, along with full and complete particulars of the claim. If suit is brought against Department or any of its agents, servants, and/or employees, Department shall expeditiously forward or have forwarded to Concessionaire every demand, complaint, notice, summons, pleading, or other document received by or then in the possession of Department or its representatives.
- C. It is expressly agreed and understood that any approval by Department of Concessionaire's operation of Concession Premises shall not operate to limit the obligations of Concessionaire assumed pursuant to the Agreement.
- D. Concessionaire's liability pursuant to this Paragraph shall continue after the termination or expiration of the Agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to such termination or expiration.
- E. Concessionaire's indemnification obligations are not limited by, but are in addition to, the insurance obligations contained in the Agreement.

23. <u>INSURANCE</u>

- A. Concessionaire shall, for each Concession Operation described in the Agreement, secure and maintain, in full force and effect on or before the date that Concessionaire is required to commence annual operation of each concession facility under the Agreement and throughout the term of Concessionaire's annual occupancy thereof, the following types and amounts of insurance coverage:
- 1. Public liability as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include the following:
 - (a) Broad Form Comprehensive General Liability;
 - (b) Premises/Operations;
 - (c) Products/Completed Operations;
 - (d) Protection and Indemnity; and
 - (e) Concessionaire owned, operated, or non-owned motor vehicles.

The limits of liability for Bodily Injury and Property Damage shall not be less than One Million Dollars (\$1,000,000.00) per occurrence combined single limits for each location covered by the Agreement.

- 2. Worker's Compensation insurance applicable to the laws of the State of New Jersey and Employers' Liability insurance with the limits of not less than:
 - (a) \$100,000.00 Bodily Injury Each Occurrence
 - (b) \$100,000.00 Disease Each Employee
 - (c) \$500,000.00 Disease Aggregate Limit
- 3. Property insurance to cover loss or damage on an "All Risk" of physical loss form of coverage against fire, loss, theft, and damage on the contents of the Concession Premises owned by Concessionaire. Said insurance shall be in an amount not less than the appraised value of those contents. Concessionaire shall obtain and provide, at its own expense, an appraisal of the contents owned by Concessionaire for the purpose of obtaining and maintaining the aforementioned insurance.
- 4. Such other insurance, and in such amounts as may from time to time be reasonably required by Department, in consultation with Concessionaire, against other insurable hazards which at the time are commonly insured against in the case of concession operations similarly situated with due regard to the type of building, its construction, and the type of concession operation.
- 5. The limits of liability described in (1) through (4) above shall be increased from time to time to meet changed circumstances, including but not limited to changes in the

purchasing power of the dollar, as measured by changes in the United States Consumer Price Index and changes indicated by plaintiffs' verdicts in personal injury actions.

B. All insurance policies providing the coverage required under the Agreement shall be obtained from an insurance company authorized to do business in the State of New Jersey and shall, except for Worker's Compensation Insurance under the Agreement, name the State of New Jersey, Department of Environmental Protection as an "Additional Insured." Prior to the date that Concessionaire is required to commence annual operation of the Concession Premises, Concessionaire shall provide Department with a current certificate of insurance, in form and substance satisfactory to the Department, showing that Concessionaire has obtained the insurance coverages required in the Agreement for the Concession Operation. The certificate shall provide that the insurance coverages shall not be canceled for any reason, except after thirty (30) days' written notice to:

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF PARKS AND FORESTRY
OFFICE OF CONCESSIONS
501 EAST STATE STREET, 4TH FLOOR
P.O. BOX 404
TRENTON, NEW JERSEY 08625-0404

The certificate of insurance shall also provide for thirty (30) days' notice, in writing, to Department prior to any expiration or non-renewal during the term the insurance is required to be maintained in accordance with the Agreement. Concessionaire shall further be required to provide Department with valid certificates of renewal of the insurance upon expiration of the policies, except where otherwise provided in this Paragraph. Concessionaire also shall, upon request, provide Department with copies of each policy required under the Agreement certified by the agency or underwriter to be true copies of the policies provided to Concessionaire.

- C. In the event that Concessionaire fails or refuses to renew any of its insurance policies to the extent required by the Agreement, or if any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of the Agreement, Department may immediately suspend all of Concessionaire's operations on the Concession Premises until Concessionaire obtains insurance coverage in satisfactory form and in compliance with the Agreement or may proceed to default Concessionaire and terminate the Agreement.
- D. Concessionaire expressly understands and agrees that any insurance protection required by the Agreement shall in no way limit Concessionaire's obligations under the Agreement and shall not be construed to relieve Concessionaire from liability in excess of such coverage, nor shall it preclude Department from taking such other actions as are available to it under any provisions of the Agreement or otherwise in law or equity.

24. <u>COMPLIANCE WITH LAWS, LICENSES, PERMITS, AND INSURANCE POLICIES</u>

- A. For the duration of the Agreement, Concessionaire shall obtain, pay for, maintain, and comply with all licenses, permits, authorizations, or any other documents required by any applicable government agency having jurisdiction over the Concession Premises or the conduct of Concessionaire's operations thereon. Concessionaire shall provide Department with written evidence that such applicable licenses, permits, authorizations, or other required documents have been obtained no later than ten (10) days prior to commencement of the activity or operation covered by the license, permit, authorization, or other documentation as shall be required by the Agreement.
- B. Concessionaire shall, at its sole cost and expense, comply with all duly promulgated and applicable federal and State laws, rules, ordinances, and orders affecting the conduct of the Concession Operation described in the Agreement.
- C. Concessionaire shall comply with the requirements of all insurance policies required by the Agreement.

D. If Concessionaire:

- (i) receives a notice of failure to comply with the insurance required by the Agreement;
- (ii) is issued a summons or any notice of violation of any license, permit, certification, authorization, approval, or any similar instruments required by any governmental authority having jurisdiction necessary to maintain and operate the Concession in accordance with the provisions of the Agreement; or
- (iii) is issued a summons for violation of any duly promulgated and applicable federal, State, county, municipal, and other governmental laws, rules, ordinances, or orders affecting the Concession Operation or any part thereof,

Concessionaire shall immediately forward a copy of the notice of non-compliance, summons, or notice of violation to Department, and Concessionaire shall have such amount of time to correct said violation as is prescribed in the notice or summons. If such violation is not cured within the prescribed period or any extension thereof, it shall be deemed a material breach of the Agreement, and Department, in addition to declaring a default of the Agreement by Concessionaire, may suspend Concessionaire's operation of all or the affected portion of the Concession Premises.

E. Concessionaire shall indemnify Department against all liability, claim, loss, or payment of any kind arising from Concessionaire's failure or omission to comply with any such insurance policy, license, permit, certification, authorization, approval, or any applicable federal or State law, rule, ordinance, or order.

25. <u>INSPECTION</u>

Concessionaire shall make each area of the Concession Premises available for inspection at any time by any authorized representative of Department to assure compliance with the terms and conditions of this Agreement.

26. PUBLIC USE

Concessionaire shall not be construed as to affect the privileges accorded to the public's use of the area or to restrain or prevent individual persons or groups of persons from bringing their own food, drink, and recreational equipment into Spring Meadow.

27. NO DISCRIMINATION

- A. Concessionaire shall comply, in the performance of the Agreement, with all applicable State, federal, and local statutes, rules, and regulations relating to discrimination and affirmative action, including but not limited to N.J.S.A. 10:2-4, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and Title IV of the Civil Rights Act of 1984 (P.L. 88-352).
- B. Concessionaire shall not discriminate on the basis of age, national origin, race, creed, color, sexual orientation, or sex in the use of the Concession Premises by the public.

28. PAYMENT ABATEMENT

- A. In the event that Concessionaire is unable to operate the Concession as a direct result of the performance, failure to perform, or negligent performance of the Department, its officers, agents, and employees of any act under the control or responsibility of Department, Concessionaire may be considered for an abatement of revenue payment for the period that the Concession cannot be operated. Circumstances for consideration of abatement shall include but not be limited to disruption caused by construction activities in or around the Concession Premises and interruption of utility service.
- B. To be eligible for consideration for payment abatement, Concessionaire must submit to Department a written abatement request signed by the superintendent setting forth specific details and circumstances comprising grounds for abatement and the amount of abatement requested. Said

request must be submitted to Department within twenty (20) days of any cause for which abatement is claimed.

C. All abatement awards shall be adjusted, disbursed, or credited after all final reports and payments are received.

29. FINAL DECISION

Concessionaire covenants that the decision of the Commissioner of the Department, relative to the performance of the terms of the Agreement, shall be final and conclusive.

30. <u>CORPORATION</u>

- A. For any Concessionaire that presents itself or represents itself as a corporation operating or doing business in the State of New Jersey, all papers of incorporation shall be provided to Department, along with renewals, changes, or any other documents that in any way affect the current or future status of Concessionaire as a legal corporation.
- B. Concessionaire shall adopt a resolution authorizing the execution of the Agreement by Concessionaire. Concessionaire shall submit a copy of said resolution to Department prior to execution of the Agreement by Department.

31. <u>ASSIGNMENT OR SALE OF INTERESTS</u>

Concessionaire shall not assign the Agreement or sell controlling interest in the Concession without first obtaining the express written approval of Department.

32. PAY TO PLAY

Concessionaire is responsible to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, section 3) if the contractor receives contracts in excess of Fifty Thousand (\$50,000) dollars from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

33. <u>ENTIRE AGREEMENT</u>

This Agreement represents the entire agreement between the parties, and all negotiations, oral agreements, and understandings are merged herein. This Agreement may be amended, supplemented, changed, modified, or altered only upon mutual agreement of the parties hereto in writing.

34. WAIVER OF TRIAL

It is mutually agreed between Department and Concessionaire that they hereby waiver trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement or the relationship of the Department and Concessionaire, the Concessionaire's use or occupancy of the Concession Premises, and/or any claim of injury of damage.

35. SUBMISSIONS, APPROVALS, AND NOTICES

The parties hereto agree that all submissions, approvals, and notices that may be required under this Agreement shall be forwarded by certified mail, return receipt requested to the address that appears on page one (1) of this Agreement. Either Department or Concessionaire may at any time change such address by mailing a notice of change to the stated address at least ten (10) days prior to the effective date of such change.

36. WAIVER

Failure of either party to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of breach of any provision of this Agreement shall be deemed waiver of breach of any other provision or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies that either party may have under this Agreement or by operation of law, either at law or in equity, by reason of a breach by the other party, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with any other right or remedy, and any two (2) or more or all of such rights and remedies may be exercised at the same time. Acceptance by either party of any of the benefits of this Agreement with knowledge of any breach thereof by the other party shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

37. <u>SUPERSEDES</u>

This Agreement supersedes and cancels all prior agreements covering the Concession Premises.

38. SUCCESSION AND BINDING AGREEMENT

Except as otherwise set forth herein, all of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assignees of the respective parties hereto and binding on Trustee in bankruptcy.

39. <u>HEADINGS</u>

The article, paragraph, and subparagraph headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

40. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

	STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
	By: July Coole
	Amy Cradic, Assistant Commissioner Natural and Historic Resources Date:
	CONCESSIONAIRES
By: Janes O'Conor	By: Paul Cusa
Witness	Paul Cusa
Date: 8/24/09	Date: 8/24/09
	By:
	Sean Hagan
	Date: $82^{4} / 69$
THIS AGREEMENT HAS REVIEWED AND APPRO	
ATTORNEY GENERAL STATE OF NEW JERSEY	
Ву:	
Deputy Attorney Gene	eral
Date: <u>P/5/09</u>	

Exhibit E

Proposed Plans for Improvement

Refer to entire contents of section Operational Management Plan – Detail Beginning on page 16

Proposed Fee Schedule

We conducted a thorough review of the current greens fees and compared them to area golf clubs and found them to be consistent. There is always a fine line between charging a rate to attract the maximum number of golfers and rates that are perceived as excessive. In the end, overall condition of the golf course and our amiable staff will be the primary factors in increasing rounds of golf. We plan to improve overall playing conditions immediately. Word of mouth will travel fast.

To that end we are proposing the following rates for the remainder of 2011. (NOTE: While we hope to maintain these rates or rates very similar in subsequent years, our overall cost of operations will dictate further revisions. We realize, however that our objective is to increase rounds of golf each year so we will be sure to be cognizant of the greens fee structure.)

Category	Pro	posed		Current
Weekday	\$	33.00	\$	28.00
Weekday Twilight (after 2pm)	\$	27.00	\$	23.00
Sr. Citizens weekday only	\$	20.00	\$	19.00
Junior weekday only (under 18)	\$	20.00		
Weekends/Holidays	\$	38.00	\$	33.50
Weekends/Holidays-Twilight (after 2pm)	\$	29.00	\$	28.00
Winter anytime/any category	\$	15.00		
High Schoot Students/Teams (Weekday only)	\$	10.00	•	
Golf Carts		-		
Power Daily	\$	36.50	\$	36.50
Sr. Citizen Weekday only		N/A	т	N/A
Power Twilight		30.50	\$	30.50
Hand Carts	\$ \$	6.50	\$	6.50
Driving Range				
Small	\$	6.00	\$	5.50
Large	\$	9.00	\$	8,50
Short Game Area	Ŧ		Ψ	0,00
Club Rental	\$	20.00	\$	24.00

Exhibit F

Exhibit F



DEPARTMENT OF THE INTERIOR U.S. FISH AND WILDLIFE SERVICE

FEDERAL FISH AND WILDLIFE PERMIT

FEDERAL FISH AND WILDLIFE PERMIT

1 PERMITTEE

NEW JERSEY DIVISION OF PARKS AND FORESTRY P. O. BOX 404 501 EAST STATE STREET, 4TH FLOOR TRENTON, NJ 08625-0404

2. AUTHORITY-STATUTE 16 USC 703-712	s
REGULATIONS 50 CFR Part 13	
50 CFR 21.41	
3. NUMBER MB839225-0	
3. NUMBER	5. MAY COPY YES NO

8 NAME AND TITLE OF PRINCIPAL OFFICER (If #1 is a business)
LYNN E. FLEMING

9. TYPE OF PERMIT DEPREDATION

ASSISTANT DIRECTOR

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED

ALL PROPERTY BELONGING TO NEW JERSEY DIVISION OF PARKS AND FORESTRY TEL: 609-292-2772

11. CONDITIONS AND AUTHORIZATIONS

- A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.
- B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL OR OTHER FEDERAL LAW.
- C. VALID FOR USE BY PERMITTEE NAMED ABOVE
- D. Authorized to take by means of shotgun, using non-toxic shot, a **TOTAL** of **THREE HUNDRED (300) Canada geese** and **MUST** bury or incinerate, cannot be consumed. Lethal take is not to be the primary means of control. Active hazing, harassment or other non-lethal techniques must continue in conjunction with any lethal take of migratory birds.
- E. The following subpermittees are authorized: Employees of State Parks

In addition, any other person who is (1) employed by or under contract to you for the activities specified in this permit, or (2) otherwise designated a subpermittee by you in writing to the Federal permit issuing office, may exercise the authority of this permit.

- F. You and any subpermittees must comply with the attached Standard Conditions for Migratory Bird Depredation Permits.
- G. A "No Feeding Policy" must be in place.

For Canada Geese Egg Addling or Nest Destruction you MUST register each year between January 1 and June 30 at: https://epermits.fws.gov/eRCGR. You must return to website and report your take before October 31 each year.

For suspected illegal activity, immediately contact USFWS Law Enforcement at: Elizabeth, NJ 908-787-1321

ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

12. REPORTING REQUIREMENTS

ANNUAL REPORT DUE WITH NEXT RENEWAL FORM

REPORT FORMS CAN BE FOUND AT: www.fws.gov/migratorybirds/mbpermits.html

ISSUED BY BOUL

ARD, MIGRATORY BIRDS & STATE PROGRAMS

DATE 06/24/2010



Standard Conditions Migratory Bird Depredation Permits 50 CFR 21.41

All of the provisions and conditions of the governing regulations at 50 CFR part 13 and 50 CFR part 21.41 are conditions of your permit. The standard conditions below are additional provisions and conditions of your permit. Failure to comply with the conditions of your permit could be cause for suspension of the permit. If you have questions regarding these conditions, refer to the regulations or, if necessary, contact your migratory bird permit issuing office. For copies of the regulations and forms, or to obtain contact information for your issuing office, visit: www.fws.gov/permits/mbpermits/birdbasics.html.

- To minimize the lethal take of migratory birds, you are required to continually apply non-lethal methods of harassment in conjunction with lethal control.
- Shotguns used to take migratory birds can be no larger than 10-gauge and must be fired from the shoulder. You must use nontoxic shot listed in 50 CFR 20.21(j).
- You may not use blinds, pits, or other means of concealment, decoys, duck calls, or other devices to lure or entice migratory birds into gun range.
- 4. You are not authorized to take, capture, harass, or disturb bald eagles or golden eagles, or species listed as threatened or endangered under the Endangered Species Act found in 50 CFR 17, without additional authorization.
 - For a list of threatened and endangered species in your state, visit the U.S. Fish and Wildlife Service's Threatened and Endangered Species System (TESS) at: www.fws.gov/endangered.
- If you encounter a migratory bird with a Federal band issued by the U.S. Geological Survey Bird Banding Laboratory, Laurel, MD, report the band number to 1-800-327-BAND or www.reportband.gov.
- This permit does not authorize take or release of any migratory birds, nests, or eggs on Federal lands without additional prior written authorization from the applicable Federal agency.
- 7. This permit does not authorize take or release of any migratory birds, nests, or eggs on State lands or other public or private property without prior written permission or permits from the landowner or custodian.
- 8. Unless otherwise specified on the face of the permit, migratory birds, nests, or eggs taken under this permit must be:
 - (a) turned over to the U.S. Department of Agriculture for official purposes,
 - (b) donated to a public educational or scientific institution as defined by 50 CFR 10, or
 - (c) completely destroyed by burial or incineration.
- 9. Subpermittees must be at least 18 years of age. As the permittee, you are legally responsible for ensuring that your subpermittees are adequately trained and adhere to the terms of your permit. You are responsible for maintaining current records of who you have designated as a subpermittee, including copies of letters you have provided.
- You and any subpermittees must carry a legible copy of this permit and display it upon request whenever you
 are exercising its authority.

(page 1 of 2)

- 11. You must maintain records as required in 50 CFR 13.46 and 50 CFR 21.41. All records relating to the permitted activities must be kept at the location indicated in writing by you to the migratory bird permit issuing office.
- 12. Acceptance of this permit authorizes the U.S. Fish and Wildlife Service to inspect any wildlife held, and to audit or copy any permits, books, or records required to be kept by the permit and governing regulations.
- 13. You may not conduct the activities authorized by this permit if doing so would violate the laws of the applicable State, county, municipal or tribal government or any other applicable law.

(DPRD - 4/7/2008)

The Division of Parks and Forestry Goose Management Program

I. Introduction:

Migratory Canada geese

Resident Canada geese

New Jersey's Resident Canada geese populations

New Jersey State Parks, Forests, and Recreation Areas

II. Resident Canada Goose Management Plan

- A. Area Manager and Regional Supervisor Responsibilities
- B. Area Resident Canada Goose Management Plan
 - 1. Physical Distractions
 - 2. Direct Goose Contact
 - 3. Visitor Outreach
- C. Capture and Euthanize
- D. Record Keeping and Reporting

III. Appendices

- A. Methods of controls available to reduce goose damage:
 - 1. Eliminate artificial feeding
 - 2. Habitat modification

Permanent modifications

Temporary modifications

Remove domestic waterfowl

Water Surface Covering

Mylar tape, flagging and balloons

3. Harassment

Dogs

Pvrotechnics

Propane Cannons

Chasing

Other Techniques

- 4. Chemical Repellents
- 5. Lethal Controls

Nest & Egg Destruction

Shooting

Capture and Euthanize

- 6. Legal Hunting
- 7. Methods that aren't recommended
- B. Signage
- C. Forms

IV. References

The Division of Parks and Forestry Goose Management Program

I. Introduction:

Canada geese, like other wildlife, provide people with a valuable contact with nature. Because of their prolific nature, site tenacity, longevity, size, and tolerance of human activities they are, however, often associated with problem situations. The increasing populations of resident Canada geese in New Jersey are resulting in increasing numbers of conflicts with human activities and increasing concerns related to human health and safety. Problems with Canada geese include an unacceptable and potentially dangerous accumulation of feces, goose aggression during nesting season, over grazing of landscape vegetation, which is damaging to natural resources and unacceptable safety hazards for vehicles.

Migratory Canada geese are those birds that nest and raise their young in the arctic and sub-arctic regions of Canada. Migratory Canada geese make seasonal movements to areas that are outside of the area in which they nest and raise their young.

Resident Canada geese are those birds that nest and/or reside on a year-round basis within the Atlantic Flyway. They are hatched and/or nest in the United States. Resident geese spend most of the year near their breeding areas, although many in the northern latitudes do make seasonal movements. Resident geese now comprise the largest population of geese in the Atlantic Flyway.

New Jersey's resident Canada geese populations are believed to have originated from birds that were released or escaped from captivity by private waterfowl breeders and hunters, as well as through introduction and immigration from other states. The resident Canada goose populations are steadily increasing in New Jersey. The increase can be attributed to resident Canada geese generally mature and breed at earlier ages than do the migratory Canada geese; this shortens the resident geese's generation time. Resident geese also have a lack of fear of humans, which allows them to readily nest in many man made structures in addition to more traditional nesting locations. This results in resident geese having a much higher nesting success than do migratory geese.

New Jersey State Parks, Forests, and Recreation Areas

Both our park visitors and resident Canada geese find State park recreational facilities such as picnic areas, lawns and swimming beaches attractive and conflicts between the human park visitors and geese occur. Although other impacts are present, the most prevalent impacts of the resident geese populations are accumulations of feces and aggressive goose behavior towards park visitors. A foraging Canada goose defecates between 5.2 and 8.8 times per hour and the maximum fecal deposition rate is 0.39 pounds (dry weight) per day.

Since the mid 1990s the State Park Service has made application and received annual depredation permits from the US Fish and Wildlife Service to control the increasing

numbers of Canada geese that use our recreation facilities. Initially the permit allowed the State Park Service to disrupt nesting and addle eggs at specific locations. A "kill" provision was added to the annual permit in the year 2000 and the permit was expanded to all areas administrated by the Division of Parks and Forestry in 2006.

II. Resident Canada Goose Management Plan

The most effective approach to resolve the conflict between our park visitors and the high populations of geese at our recreational facilities is to integrate several methods of controls simultaneously or sequentially. The best combination of effective management methods should be implemented in a cost-effective manner while minimizing potential harm to humans, the resident Canada geese and the environment.

All areas must have an Integrated Canada Goose Management Plan in place. Area staff should have full knowledge of the plan prior to control measures being implemented. The plan must provide for recording of all measures taken and their results and should reflect a progression of measures from non-lethal to lethal. All control measures must follow conditions as stated in the Annual Depredation Permit that is issued to the State Park Service by the US Fish and Wildlife Service.

The goal is to eliminate the health and safety hazards produced by the presence of geese at areas administrated by the Division of Parks and Forestry.

The objectives are to define the tolerance levels at an area for Canada goose populations and to work within the limits of the USDA Depredation permit to maintain goose populations to that level. Total elimination of geese from any area would never be successful and would not necessarily be desirable. Minimally the area plan would outline procedures to prevent geese from accessing beach areas and surrounding grass areas and setting up residence at State parks, forests, recreation areas, and golf course facilities.

Each State Park Service area and each local population of Canada geese are unique. As such, techniques that work best at one area may or may not be appropriate at another area. Those measures that worked on one flock of Canada geese may or may not be as successful on the next flock, which may seek to inhabit the same area. As park managers, we must be flexible in our approach to removing the geese from our recreational facilities.

A. Area Manager and Regional Supervisor Responsibilities

Each area manager is responsible for the development and maintenance of a Resident Canada Goose Management Plan for his or her area(s). Each area plan will assess the local resident Canada goose population and its impact on that area. For those areas where resident Canada geese populations have no impact and control measures are not necessary, a statement to this fact is all that is needed in the plan. For areas where geese do impact area facilities and visitors, those measures both non-lethal and lethal that will be implemented/continued to control the Canada goose population will be specified.

Area staff, both permanent and seasonal must have full knowledge of the plan. Plans are to be reviewed and updated annually. Area plans are to be on file at the area and regional offices.

Regional Supervisors are responsible for approval of the area plans for those areas in his or her region.

B. Area Resident Canada Goose Management Plan

The success of a cost-effective management plan for Canada geese will depend on identifying the site characteristics that attract geese (food, nesting structure, security, water etc). Lessening the attractiveness of the site to geese will lessen the geese population at that site.

The following points will greatly increase the probability of developing a successful goose management plan.

- 1. A single, quick fix solution is unlikely to reduce goose problems over time. An integrated approach using several techniques in combination is much more likely to be successful in time.
- 2. Timing is critical.
- 3. Public relations or outreach is important to success.
- 4. Use common sense.
- 5. It is rarely desirable or possible to eliminate all geese in a given area. Most management programs strive for a reduction in goose numbers and related problems to a level that can be tolerated.

The control of resident Canada goose populations at State park areas is an approach using Physical Distractions, Direct Goose Contact, and Visitor Outreach.

Various methods require the expertise of different staff to implement and be successful. Pyrotechnics and dispatching individual geese are the responsibilities of TRAINED State Park Police Officers while Maintenance Staff who have been certified in the application of chemicals products must do the application of repellents. VSA, Maintenance, Interpretive, and other staff should perform removing nests and treating eggs as needed. The placement of physical barriers is best done by Maintenance Personnel. Public outreach is everyone's responsibility. Funding for the individual area programs will be through Regional and area budgets.

1. Physical Distractions

The physical distraction measures that are presented in this section are meant for those areas with water access for recreational purposes such as swimming, boating, or fishing. Snow fencing, balloons, Mylar streamer, etc. are temporary structures that may be removed to allow human access to the water for recreational purposes. In areas, where

water access for recreational activities is not a concern, other measures that are more restrictive or permanent may be substituted.

Creating "No Access Zones" - The first step in resident Canada goose management is the establishment of a "No Access Zone." These zones will discourage geese from moving into an area and staying on the beach and/or mowed grass area. The zones can be established through permanent changes in landscape design or temporary structures such as snow fencing and harassment techniques such as the use of noisemakers, flags, etc. to warn the geese that they are not welcome on the beach.

Harassment - As the geese leave the water and access the beach area, they may be redirected out of the area by staff using a variety of methods, as needed to discourage them from moving/staying on the beach and/or moving to the grass area. Examples may include noisemakers, flags, etc. to warn the geese that they are not welcome on the beach. Performed by seasonal staff.

Snow Fencing - Temporary snow fencing may be used to create "No Access Zones". Snow fencing can be installed at the beach area early in the season and removed by Memorial Day weekend. For those areas outside of the swimming beaches, fencing may be left standing until after the goslings have fledged.

Balloons - Balloons may be used to make facilities less attractive to geese populations. All balloons must be tethered to their respective sources on 40 to 50 foot monofilament lines. They can be red and white balloons, as well as scare-eyes, octopus and avikite predator balloons.

An Example of Integrated Goose Control Using balloons:

Pre-memorial Day

Balloons will be tethered on the temporary snow fence at the beach area. Fencing will be removed by Memorial Day weekend. Fencing may be left standing in locations out side of the swimming beach area as needed.

Balloons will be placed on the edges of swimming areas; two red and two white will be installed.

Balloons will be placed in the center of the lakes; one or two balloons/avikites will be secured to fly over the water.

4x4, 7-foot posts will be installed around the pond areas and scare-eye balloons will be installed.

After Memorial Day

Four to six, 4x4 posts, 7 feet above the ground, will be installed.

The balloons over the water surface will be adjusted and moved as needed, possibly every week or two.

Mylar Tape - Mylar tape may be installed as streamers or twisted on the monofilament fishing line of some of the balloons as needed. It may also be attached to a wooden stake and fluttered in the breeze.

Flags – Flagging on posts or plastic bags may be installed and moved as needed. They should be angled into the ground so that they will blow in the breeze. They should be moved every few days and can be placed along the water's edge at a ratio of 1 per 25' frontage.

Pyrotechnics - A banger gun can be used to scare geese from the water and beach area. This would be conducted all season. A log will be used to track the number of geese affected, time, date, and location of use, type and number of pyrotechnics fired and user's name. When no geese are present, the gun will not be used and it will be recorded as such. The location will be moved regularly and the time of day will change. Performed by trained Ranger staff only.

Chemical Control Agents - Repellent treatment - Chemical repellents may be used as needed. They are ReJex-iT ®, GooseChase®, Goose-B-Gone®, and Bird Shield® and Flight Control®. If other methods of treatment are ineffective in minimizing the population, an emergency application of one of these chemicals will be applied in early June, to assist in deterring geese from staying through the summer season. Repellent treatment is most successful where smaller areas are treated; treatment of larger areas is not as effective a control. Maintenance staff, who are certified to apply chemicals, following standard procedures for pesticide applications will apply the chemical repellents.

2. Direct Goose Contact

When Physical Distractions are not enough to discourage resident Canada goose populations from moving into an area, a more aggressive program must be followed.

Nesting disruption and egg treatment are key to other activities that are used to control resident Canada geese. If the geese do not have goslings to protect and care for, they are much easier to harass and are more likely to move out of an area to other locations where their impact is less.

Disrupt nesting process – In March and April, use scare techniques such as flagging or human presence to scare geese away from the area. If mating pairs of geese are found building nests, but eggs have not been laid, destroy the nests. *Some sources do not advocate destroying nests as soon as they are being built. They maintain that the bird pairs will only rebuild the nest, either at the same location or at another site that may not be discovered.* Once eggs are laid, or nests have been rebuilt do not scare away the birds, treat their eggs. Record the number of nests and their locations (both those nests destroyed and those not destroyed). Reviewing records of past year's nesting locations will aid in locating new nests. Any available staff members can scare the birds.

Treat eggs – in April / May, seek out nesting pairs of geese. During the nesting period, the male goose will usually be within 50 feet of the nest and the female will be found motionless on the nest. Geese prefer to nest on islands, muskrat houses, old stumps, floating platforms, or other objects out away from the shoreline. In New Jersey geese will also be found nesting on golf courses, in parking lots, along roadways and on doorsteps and rooftops. Once the nest has been found, a careful approach is necessary, since nesting waterfowl are very protective of their nests, eggs, and space. Consider night activities by 2 staff/ volunteer, for safety and ease in locating nests and keeping geese away while eggs are treated. Treatment includes Mineral oil coating, Puncturing, Freezing, or Shaking (addling). Eggs are placed back into the nests and the pair of geese are allowed to return to their nests. After nests have been abandoned they may be removed. See Appendices for further details about egg treating. A log must be maintained to record dates, locations, the number of nests, the number of eggs treated, and staff names. Staff who are trained in egg treatment can perform this task as needed.

Dispatching Geese - Dispatching geese can be highly effective in removing specific troublesome birds and in supplementing harassment. Shooting a few individuals from a large flock can reinforce birds' fear of harassment techniques. Dispatching is used to reduce goose problems only when lethal methods are determined to be appropriate. Dispatching geese is most effective when done in connection with pyrotechnics (noise making) because the geese are not sure if the noise from the shotgun is just noise or a member of the group will be killed. A log will be maintained to track the number of geese affected, time, date, and location, and shooter's name. Since dispatching geese can be controversial, this activity will only take place when the public is not present and the location will be moved regularly and the time of day will change. Dispatching geese is to be performed by TRAINED State Park Police Officers. At areas where there are no State Park Police assignments, arrangements for dispatching geese will be made through the State Park Police chain of command.

3. Visitor Outreach

Besides nesting disruption and egg treatment, the next most important part of an area's Resident Canada Goose Control Plan is visitor outreach. The public's understanding of why specific measures are being taken and their support of these measures are necessary for the success or failure of an area's goose control program. Visitor outreach is the responsibility of all staff who has public contact both permanent and seasonal, Law Enforcement Officers, Historians, Naturalists, Visitor Service Assistants, Secretarial, Superintendents and Maintenance.

Enforcement - Enforcement of the "No Feeding" policy will be performed daily, especially during the hours the swimming area is open. Signage will support this aspect of the program. Reinforced by Rangers, Visitor Service Assistants and Interpretive Staff.

Signage - Signs will be installed to advise the public not to feed the geese. The signage will be in two languages – English and Spanish. Signs will be developed as part of the

non-metal sign program and made available to areas through annual Regional non-metal sign requests.

Handouts – Standard Handouts will be developed and distributed as needed to educate the public about the Goose control program and the need for the public to assist us in implementing our program. Suggested locations where handouts will be distributed include visitor contact stations where the public enter the park, at a specific recreation facility such as a bathhouse complex and through mailing with other materials that may be requested by the public. General leaflets will be prepared and made available to areas for use and other informational documents will be prepared and distributed as needed.

Bulletin Boards - Notification boards or bulletin boards will be utilized in/near the bathhouse complexes and picnic areas/pavilions to educate the public about the need for the goose management program. The non-lethal steps being utilized to manage the geese will be listed. This material will be prepared and maintained by Superintendent and Interpretive Staff.

C. Removal of entire populations through Capture and Euthanization

The difference between dispatching geese and capture and euthanization is that dispatching removes selected individuals from a population of geese to reinforce pyrotechnics and to remove problem individuals. Capture and euthanization removes and eliminates an entire population of geese.

Wildlife is regarded as providing ecological, educational, economic, recreational, and aesthetic benefits and there is enjoyment in knowing that wildlife exists and contributes to natural ecosystems. Canada geese, like all wildlife, provide people with valued contact with nature. They do contribute to the quality of life in New Jersey. Some people have expressed opposition to the killing of geese or domestic waterfowl during Canada goose damage management activities. Some people believe that specific populations should be captured and relocated to another area to alleviate damage or threats to human safety. Some people directly affected by damage from Canada geese sometimes oppose removal of birds regardless of the amount of damage.

Annual roundups and euthanization have been criticized as inhumane. Critics claim that these measures do not permanently rid a community of Canada geese; they only clear the habitat for other geese to move in the following year. Some jurisdictions have been criticized for killing thousands of Canada geese year after year without even attempting any of the many non-lethal strategies for dissuading geese from areas where they are not wanted. Humane organizations maintain that by stopping the feeding of geese, habitat management, use of chemical repellents, and diverting birds to other areas will be enough to manage any resident Canada goose population. Some organizations even oppose removal of individual geese from a local population. A few organizations will claim treating eggs is not considered a humane control method.

When all other methods of control of resident Canada geese populations fail, capture and euthanization is the only viable alternative. Resident geese are usually captured with nets or by hand. The time for capturing resident Canada geese is during their molting period, from May through August. Migrant Canada geese would not be effected since they are only present in New Jersey from mid-September through April. Once captured, geese would either be shipped to poultry processing locations for processing for human consumption and donated to charitable organizations or euthanized and either buried or incinerated.

The advantage of this lethal management is that it is applied directly to the problem goose population, its effects are obvious and immediate, and carries no risk that the geese will return or move and create conflicts elsewhere.

Because these measures are, however, subject to so much public criticism, the final determination to capture and euthanize resident Canada geese at any one area must be at the Division level. An area's plan for capture and euthanization of resident geese must have the Regional endorsement and be forwarded to the Director of the Division of Parks and Forestry for approval before implementation. The plan must include documentation as to dates, times, places, and persons where non-lethal and lethal measures had been used and were not successful. The plan must also include how the birds will be rounded up, penned, shipped and finally killed in a humane way. If the birds are to be processed for human consumption, the name of the processing location, costs and final distribution location must be included in the request. If the birds are to be destroyed, the disposition of the dead birds must be indicated.

Removal of a goose population through capture and euthanization will be permitted only if there are no goslings in the population that is to be captured. An area's plan for capture and euthanization of geese must include egg addling records to verify that egg addling has taken place that spring and that there are no young that will be effected by this procedure.

The Annual Depredation permit issued by the US Fish and Wildlife Service authorizes taking a specific number of Canada Geese each year. It **DOES NOT** include authorization to round up entire goose populations and euthanize them. If capture and euthanization is determined to be the method of control for a specific troublesome goose population, application to amend the Annual Depredation permit would have to be made and authorization received before the activity could be permitted.

D. Record Keeping and Reporting

As holder of an Annual Depredation Permit, the State Park Service is required to submit an annual report to the US Fish and Wildlife Service detailing activities, including the time, numbers and location of birds, eggs, and nests taken and non-lethal techniques utilized, before the end of each year. (50CFR21.26)

A log will be maintained at each area implementing/continuing goose control measures to record the number of nests, eggs and geese affected, time, date, and location of use, and name and or initials of the State Park Service agent. In addition to lethal measures the log will also indicate those non-lethal measures taken along with initiating date and duration. These logs will be maintained at the areas for a minimum of five (5) years. In addition to backing up the data submission to the US Fish and Wildlife Service, these records provide valuable information regarding geese populations at a specific area. Although the US Fish and Wildlife Service indicate record retention for five years, areas may maintain records for longer periods to support specific management strategies for resident Canada goose populations.

In October, each area manager must submit through his/her Regional Supervisor and Assistant Director a final report of activities to the Director, Division of Parks and Forestry on forms provided. Each area manager will also provide a summary of lethal and non-lethal measures taken during the year and how these measures followed the Area's "Integrated Wildlife Damage Management Plan." In areas where no activities took place, the form should indicate that "NO ACTIVITIES TOOK PLACE."

III. Appendices

A. Methods of controls available to reduce goose damage:

- Elimination of artificial feeding
- Habitat modifications
- Harassment
- Chemical sprays
- Lethal control

1. Eliminate artificial feeding

All artificial feeding by visitors should be stopped immediately. In public areas, signs should be posted that read, "Do Not Feed Waterfowl." People who feed the geese need to be educated about the problems they are creating. When fed by hand, geese become concentrated, making them more aggressive toward people because they are expecting to be fed. Hand feeding also makes geese more susceptible to diseases, such as avian botulism and avian cholera. Moreover, artificial feeding, especially with bread, rarely provides the proper nutrients that geese require. Thus, artificially fed geese often develop wing deformities, which hamper their ability to fly. A no-feeding policy needs to be implemented and enforced.

2. Habitat modification

Habitat modifications can either be permanent or temporary. For many State Park facilities, permanent modifications will be costly and inappropriate. Where site renovations and re-landscaping are being planned, considerations should be made to incorporate permanent habitat modifications into the landscape design. When permanent modifications are inappropriate, temporary modifications should be used.

Permanent modifications

Canada geese provide an excellent example of a wildlife species whose behavior can be fairly easily modified by managing the landscape. They not only prefer to walk between water and land but also must be able to walk to grazing areas when molting or escorting goslings. Habitat modifications can be made that eliminate or reduce those landscape features that geese prefer and/or add specific features that make a site appear inconvenient or unsafe to geese. The following landscape principles can be effective in minimizing the attractiveness of an area to geese.

- Reduce sightlines to less than thirty feet.
- Use landscaping that physically reduces access to forage areas.
- Reduce the size of foraging areas.
- Reduce the palatability of the forage vegetation. Use coarse grasses rather than the goose preferred grasses like Kentucky Blue, fescues or timothy.

Grasses and shrubs that grow as little as eighteen inches high can be placed in a ten-foot band at the water's edge to serve as a deterrent to geese. These grasses and shrubs will impede their access to grazing and block their view of predators. There are side benefits to this kind of landscape alteration as well. It reduces mowing, filters the runoff of fertilizers and herbicides from lawn surfaces, increases habitat for other wildlife species such as songbirds, and has an aesthetic appeal to many that is more satisfying than the homogeneous and neatly trimmed lawn run down to water's edge.

Canada geese prefer a gentle, grassy slope coming out of the water that enables them to easily walk into and out of the water to feed or rest. If access to the water is poor, the adult geese may leave that area to raise their young elsewhere. To steepen the shoreline, a vertical seawall about 3 feet above the surface of the water may be built or create a 63-degree angle slope from the water's edge. Riprap, while ineffective on gentle slopes, is often effective on steeper ones.

Canada geese typically prefer to use a route from a body of water that allows them a clear view of predators. By planting large, dense shrubs or placing large rocks (2 feet in diameter or more) along a shoreline; a barrier is created that geese will be reluctant to penetrate.

Note: Sometimes giant Canada geese adapt to rocks and vegetation barriers. If so, fencing may need to be added.

Using Plants as Management Tools

Replacing plants that geese like to eat with ones they do not typically bother may discourage them from remaining in an area.

Geese prefer:Geese do not prefer:Kentucky bluegrassMature tall fescue

Brome grass Periwinkle
Canary grass Myrtle
Colonial bentgrass Pachysandra
Timothy English ivy
Perennial ryegrass Orchard grass

Perennial bent grass

Quackgrass

Red fescue

Hosta or plantain lily

Ground juniper

Switch grass

White clover

Temporary modifications

Permanent habitat modifications may not be acceptable because of the costs associated with these changes or due to the fact that landscaping in the area is new. Temporary measures may be just as effective as permanent modifications. Fencing acts as a sufficient barrier, and while it lacks many of the side benefits of habitat changes; it can be put up before nesting season to discourage geese and then removed when nesting has begun elsewhere. Fencing is also effective during the flightless periods. Fences that may be considered include snow, single or dual strands of cord or wire, or chicken wire.

Electric fencing could also be appropriate; however, it should not be used in public-use areas.

Allowing grass and shrubs to grow in ten-foot bands around ponds will impede geese access to grazing areas and block their view of predators.

Remove domestic waterfowl

Flocks of urban waterfowl are known to act as "decoys" and attract migrating waterfowl. (At one time, the use of live decoys was permitted for hunting Canada geese. Federal regulations were issued that prohibited this use.) Birds learn to locate food sources by watching the behavior of other birds. If domestic waterfowl, including mute swans, are allowed to remain, they often act as decoys to attract geese into areas where they are not wanted. There may be some reluctance to removing some or all decoy birds because of the enjoyment of their presence.

Water Surface Covering

Canada geese may be excluded from ponds using overhead wire grids or "ball blankets. Wire grids and "ball blankets" with balls approximately five inches in diameter work best on small ponds, but may be considered aesthetically unappealing to some people. Both the grids and blankets will make a pond unusable for boating, swimming, fishing and other water type activities.

Mylar tape, flagging and balloons

Mylar tape, flagging and balloons are visual deterrents that can be used in conjunction with other exclusion methods. Mylar tape is 1/2 inch wide, red on one side and shiny on the other. To use Mylar tape as a fence, string one or two strands between two posts and twist the tape two or three times. When the wind blows, the tape rotates; balloons and flagging will create a flashing action. This unfamiliar flash acts as a visual barrier and makes the geese shy away from the area.

3. Harassment

Canada geese seek areas where they can go about their daily activities with minimum disturbance. If someone or something bothers them enough, they usually will find another area where they will not be disturbed. However, they sometimes become accustomed to some harassment techniques when they learn they won't be harmed.

Harassment techniques usually will not stop damage once it has started. They are, however, useful in preventing damage before it begins. If Canada geese were raised in an area or have become accustomed to using it for feeding, they will be more difficult to move.

Dogs

Using dogs to harass geese from an area has become one of the most popular and successful methods. While some nuisance animal businesses use highly trained border collies, just about any athletic, medium-large dog capable of obeying commands can be used. Control of the dog is vital because dogs used in this manner are legally considered

an extension of your hand and must not be allowed to catch, injure or kill a Canada goose.

Typically, a handler and a dog enter an area occupied by unwanted geese. On command, the dog is allowed to chase after the geese. Geese will likely seek refuge from the dog in a nearby body of water. If this is the case, the dog can be allowed to enter the water. To make this method more effective, use a boat or pyrotechnics to further harass the geese. Harassment should continue and be repeated until the geese leave the area permanently.

Pyrotechnics

Although not all geese react to pyrotechnics, most do. Pyrotechnics are specially designed Class C fireworks that are used to frighten wildlife. The types of pyrotechnics in this class include:

- Screamers and bangers -large bottle rocket-type devices fired from a 15-mm starter's pistol that whistle loudly or explode.
- Shellcrackers, firecrackers fired from a 12-gauge shotgun.

The distance a particular pyrotechnic device will travel varies from 50 to several hundred yards depending on manufacturer and type. Check with the manufacturer to be sure that a particular device fits your needs. Individuals using pyrotechnics should be trained in their use, and should wear eye and ear protection. Be cautious when using them in populated areas. Pyrotechnics are enhanced when used with dispatching individuals from the general goose population. Used alone, geese get use to the noise produced but when individuals are removed from that same population the fear factor is maintained.

Propane Cannons

Propane cannons are popular tools in use at hundreds of airports around the country. Many farmers also have used them with some success. They operate from the gas in a standard propane tank. On a timed basis, a small amount of propane is ignited, producing a loud report that can be heard more than a mile away.

The simplest models explode every 30 seconds to 30 minutes, based on the setting. More sophisticated models use computer chips to control the detonation more randomly, on a particular schedule or by remote control. Canada geese, like many other animals, have the ability to quickly adapt to the use of propane cannons and sometimes quit responding without additional aversive conditioning.

Their effectiveness can be greatly increased if the timing of the detonations and locations of the cannons are frequently changed and when they are supplemented with other harassment techniques and dispatching.

Propane cannons may not be suitable for large communities because the devices are loud and may be more of a nuisance than the geese.

Chasing

Chasing geese on foot or in a golf cart is labor intensive; but in conjunction with other harassment methods, it can be successful if people are persistent. The idea is to chase geese long enough to cause them to go elsewhere, where they can live without being chased.

Lasers

It has been found that lasers can be used effectively to harass and scare off resident geese. The lasers are used at dawn, dusk, and at night during the times that flocks of geese are preparing to bed for the evening. The geese think that the lasers are predators and will not land for the evening. Lasers are an alternative to pyrotechnics and propane cannons when the effect of noise from these other techniques is undesirable.

Other Techniques

Other techniques that can be used to harass Canada geese include:

- high pressure water sprayers
- air horns
- beating pots and pans together

When coupled with other techniques, they encourage Canada geese to move from an area. The key is to be more persistent than the geese are. As long as the geese are not physically harmed, these harassment techniques are legal.

4. Chemical Repellents

Chemical repellents applied to lawns and other vegetation where there are high numbers of geese do work. These repellents are water soluble; therefore, moderate to heavy rain or daily watering and/or mowing will remove them from treated vegetation and additional applications may be required. These chemicals cause geese to move to nearby untreated areas. Chemical repellents work best when smaller areas are to be treated. Treatment of larger areas is less effective.

Methyl anthranilate is a registered repellent for Canada geese, which is marketed under the trade names ReJeX-it, GooseChase, Goose-B-Gone, and Bird Shield. These products help change the bird's behavior. When applied to grass where geese feed, methyl anthranilate makes the grass unpalatable. Geese may still frequent the treated area, but they will not feed there.

Anthraquinone, trade name Flight Control has also been used for Canada geese control in our park areas. Anthraquinone repels geese in two ways. First, geese experience a harmless "gut reaction" after eating the grass. Secondly, the grass appears unnatural and uninviting because the chemical brings out the ultraviolet spectrum when applied to turf. The combined strange look of the grass with the intestinal reaction experienced, geese will look else where to loaf and feed. Flight Control will not wash off after a rain, but needs to be reapplied after mowing. This chemical has low toxicity to birds and mammals.

5. Lethal Controls

Lethal methods to control resident Canada geese include nest/egg destruction, live capture and transportation to poultry processing facilities, live capture and euthanization, and dispatching (shooting).

Nest & Egg Destruction

Addling: Egg shaking, oiling, freezing, or puncturing prevents the embryo from developing. Egg destruction can reduce production of goslings, which slows the rapid growth of local goose populations and eliminates the aggression of adult geese protecting their young.

- 1. Oiling Mark the egg with a felt-tip pen, place a few drops of mineral oil on the egg or saturate a napkin with oil and gently wipe the entire surface of the egg. Return the egg to the nest.
- 2. Chilling Collect eggs and place them in a freezer for approximately 45 minutes so the egg is chilled but not frozen. Allow to warm to room temperature, then mark egg with a felt-tip pen and return to the nest.
- 3. Shaking Lift the eggs from the nest and shake vigorously for up to 5 minutes. Mark egg and return to the nest. Shaking must break the yolk, thus preventing eggs from hatching. This procedure is not recommended for a large number of eggs.
- 4. Puncturing Insert a large safety pin or poultry skewer into the point end of the egg and rotate the pin in a circular motion to break the yolk. Return egg to nest.

Nests should be revisited and eggs treated at 7 to 10 day intervals throughout the season until no new eggs are encountered. Second visits to a nest may reveal new eggs, which would be unmarked. If an egg has begun hatching (gosling attempting to exit the egg) the egg is to be placed back in the nest and allowed to hatch completely without interruption. Testing eggs to determine age can be easily done by placing the eggs in water. Eggs that sink when placed in a vessel of water have been incubated less than 14 days and can be treated. Eggs that float when placed in a vessel of water are to be returned to the nest and allowed to continue incubation.

Place all addled eggs back into the nest and allow the female goose to retun to the nest. The female will continue to set on the addled eggs for a long time. By the time that she does abandon the nest and clutch of eggs, the mating period will have pasted. Once a nest is abandoned, the eggs should be removed. A nest containing addled eggs is subject to predation by other animals.

A pair of Canada geese can increase to more than 50 birds in as little as five years. With sufficient sustained effort, the number of geese produced using these methods will be reduced.

Dispatching (Shooting)

Dispatching geese can be highly effective in removing individual birds from specific areas and in supplementing harassment. Shooting a few individuals from a large flock can reinforce birds' fear of pyrotechnic techniques. The birds do not know when the

noise is fake or a real danger. Taking geese in this manor is used to reduce goose problems when lethal methods are determined to be appropriate.

Capture and Euthanize

The most efficient way to reduce the size of an urban-suburban flock of resident Canada geese is to increase mortality among adults. Hunting is the major cause of goose mortality, but geese may seldom be available to hunters in an urban or suburban environment. For the purposes of lethal control, resident geese are usually captured with nets or by hand. Resident Canada geese would primarily be captured from May through August, and would not include migrant geese. Migrant Canada geese are present in New Jersey from mid-September through April. Once captured, geese would either be shipped to poultry processing locations for processing for human consumption and donated to charitable organizations or euthanized and either buried or incinerated.

The advantage of this lethal management is that it would be applied directly to the problem goose population, its effects are obvious and immediate, and carries no risk that the geese will return or move and create conflicts elsewhere.

6. Legal hunting

Legal hunting can be used successfully to reduce some populations of resident Canada geese. Legal hunting also reinforces harassment programs. In some states, hunting has had a major impact on the distribution of geese populations. For those states, goose densities during the summer in hunted areas were lower than densities in unhunted areas. In New Jersey, geese may be legally hunted during three seasons: a regular season, a special September season, and a special winter season. The "Special September Season and Winter season goose hunting season are very important in reducing New Jersey's resident goose populations. The Atlantic Flyway Council has stated that while these seasons have contributed in targeting harvest of resident geese, additional measures are needed to effectively manage the resident goose population. For park managers, this means that merely opening an area to hunting Canada geese will not solve the problem of a high resident Canada goose population. Other controls, both non-lethal and lethal will also have to be implemented.

7. Methods that ARE NOT recommended

The methods listed below are often asked about, but are not recommended.

Plastic Scare Devices

Plastic swans, alligators, owls, snakes and dead goose decoys, as a rule, have not proven to be effective in repelling Canada geese. There have been some reports of dead goose decoys floating in small ponds keeping migrant geese at bay. But in general, the effectiveness of these devices is short lived, and they are not recommended.

Windmills

Recently windmills have been offered for sale to use to discourage geese from using areas. These devices have been found to be poorly constructed and will not last.

Mute Swans

Live Mute swans are ineffective at preventing Canada geese from using or nesting on ponds. Additionally, swans can be aggressive towards humans and may have undesirable effects on native aquatic vegetation. The use of mute swans as a Canada goose damage management technique is ineffective, and is not recommended.

Capture & Relocation

Capture and relocation of geese that cause a particular conflict is commonly requested. This is not a viable solution for adult geese because the birds imprint on the area where they learn to fly and most will return to the capture site or a similar setting.

Since giant Canada geese already occupy virtually all suitable habitats, there is limited opportunity to relocate juvenile geese without creating similar problems at release sites. Relocation is effective for young juveniles because they imprint on the release area where they learn to fly rather than returning to the area where they were captured.

Toxicants

There are no toxicants registered with the Environmental Protection Agency for controlling Canada geese in the United States.

IV. References:

Depredation Permit issued to the New Jersey Division of Parks and Forestry, State Park Service

Environmental Assessment, Canada Goose Damage Management In New Jersey; USDA APHIS Wildlife Service, 2002

US Dep't of Agriculture Egg Treatment Flier

http://www.conservation.state.mo.us/landown/wild/nuisance/canadageese/types.htm

http://www.ci.hunts-point.wa.us/goose.htm

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http://www.city.mississauga.on.ca/CORPSVCS/COMMUNIC/HTML/press/Issues/goose iss.htm

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http://www.cgcs.demon.co.uk/frhumane01.htm

http://www2.faa.gov/arp/birdstrike/appendK.pdf

http://www.int-birdstrike.com/proceedingspdf/KNAUER.pdf

http://www.dec.state.ny.us/website/dfwmr/wildlife/geese.pdf

http://www.city.toronto.on.ca/legdocs/2002/agendas/council/cc020521/edp5rpt/cl001.pdf

http://migratorybirds.fws.gov/issues/cangeese/Draft EIS/MeetingTranscripts/05-20-

02VA.pdf

http://www.wysrm.org/range_rider/habitat_for_canada_goose.htm

http://www.niehs.nih.gov/eaac/geese2.htm

http://www.wildlifedamagecontrol.com/canadageesepermitcontrols.htm

http://www.npwrc.usgs.gov/resource/1999/gcanada/manimpl.htm

http://www.canadagoosemanagement.com/Services.html

http://www.fund.org/library/documentViewer.asp?ID=78&table=documents

http://www.canadiangeographic.ca/Magazine/MJ98/goose.html

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http://www.medpest.com/geese1.htm

http://www.threelakescouncil.org/geese2001.htm

http://www.flightcontrol.com/

http://www.mrsc.org/subjects/legal/nuisances/nu-wildlife.aspx

http://www.upperdublin.org/pdf/parks/goose.pdf

http://www.wheatonparkdistrict.com/environment/canada goose.html

Code of Federal Regulations: 50CFR 13.46, 50CFR 21.41



U.S. FISH & WILDLIFE SERVICE - MIGRATORY BIRD PERMIT OFFICE

(See attached addresses)

Office Use Only
Date Completed Report
rec'd in Regional Office
/
Initials:

Top all the	SPECIAL STATE CANADA G	GOOSE PERMIT - ANNUAL	REPORT	Initials:	
PERMITTEE:		PERMIT I	NUMBER:		
ADDRESS:		REPORT	REPORT FOR CALENDAR YEAR:		
City	State	Zip Code REPORT	DUE DATE:		
Check here if reporting a ch	ange of name, address, or contact information	PHONE:	Email:		
address by the due date. Use of this permit. Failure to file a timely repor MAK	te information requested below for all birds taken form is not mandatory, but the same information to the can result in permit suspension. If you had no acke sure you sign & date the certification.	must be submitted. A supplemental sho ctivity under your permit during the rep	eet is available if needed. ort year, state "No activit	Filing an annual report is a condition of your cy" on the form. (50 CFR parts 13 & 21)	
A. Non-lethal Measures - Describ	pe the non-lethal techniques utilized:				
B. <u>Month Taken</u>	Location (County or equi		Quantity Birds Relocated* Nests Destroyed **	<u>Final Disposition</u> (What you did with the birds, eggs, carcasses, e.g., buried; incinerated; euthanized & donated)	
	ers to nests with eggs that are destroyed, addle the information in this report is true and correct to	<u> </u>		s, and do <u>not</u> include inactive nests destroyed. therein may subject me to the criminal penalties of	
18 U.S.C. 1001.					
Signature:		Date:			

Form 3-202-10 Rev 11/2007 OMB No. 1018-0022 Expires 11/30/2010

SUPPLEMENTAL SHEET - SPECIAL STATE CANADA GOOSE PERMIT ANNUAL REPORT

PERMITTEE:	PERMIT NUMBER:	REPORT			SUPPLEMENTAL PAGE NO:
B. <u>Month Taken</u>	<u>Location</u> (County or equivalent)	Birds Killed	Ouantity Birds Relocated*	Nests Destroyed **	Final Disposition (What you did with the birds, eggs, carcasses, e.g., buried; incinerated; euthanized & donated)
				_	
* Reloca	ated in the wild ** Includes nests where eggs we	re destroyed,	addled, oile	ed, or remo	ved from wild.

Form 3-202-10 Rev 11/2007 OMB No. 1018-0022 Expires 11/30/2010

FEDERAL FISH AND WILDLIFE PERMIT REPORT

Paperwork Reduction Act, Privacy Act, and Freedom of Information Act - Notices

In accordance with the Paperwork Reduction Act of 1995 (44 U.S.C. 3501, et seq.) and the Privacy Act of 1974 (5 U.S.C. 552a), please be advised:

- The gathering of information on fish and wildlife is authorized by:
 (Authorizing statutes can be found at: http://www.fws.gov/permits/ltr/ltr.shtml.)
 - a. Bald and Golden Eagle Protection Act (16 U.S.C. 668), 50 CFR 22;
 - b. Migratory Bird Treaty Act (16 U.S.C. 703-712), 50 CFR 21;
 - c. General Provisions, 50 CFR 10;
 - d. General Permit Procedures, 50 CFR 13; and
 - e. Wildlife Provisions (Import/export/transport), 50 CFR 14.
- 2. Information requested in this form is purely voluntary. However, submission of requested information is a condition of your permit under the above laws. Failure to provide all requested information may be sufficient cause for the U.S. Fish and Wildlife Service to revoke your permit. Response is not required unless a currently valid Office of Management and Budget (OMB) control number is displayed on form.
- 3. Disclosures outside the Department of the Interior may be made without the consent of an individual under the routine uses listed below, if the disclosure is compatible with the purposes for which the record was collected. (Ref. 68 FR 52611, September 4, 2003)
 - a. Routine disclosure to subject matter experts, and Federal, tribal, State, local, and foreign agencies, for the purpose of obtaining advice relevant to making a decision on an application for a permit or when necessary to accomplish a FWS function related to this system of records.
 - b. Routine disclosure to Federal, tribal, State, local, or foreign wildlife and plant agencies for the exchange of information on permits granted or denied to assure compliance with all applicable permitting requirements.
 - c. Routine disclosure to Federal, tribal, State, and local authorities who need to know who is permitted to receive and rehabilitate sick, orphaned, and injured birds under the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act; federally permitted rehabilitators; individuals seeking a permitted rehabilitator with whom to place a bird in need of care; and licensed veterinarians who receive, treat, or diagnose sick, orphaned, and injured birds.
 - d. Routine disclosure to the Department of Justice, or a court, adjudicative, or other administrative body or to a party in litigation before a court or adjudicative or administrative body, under certain circumstances.
 - e. Routine disclosure to the appropriate Federal, tribal, State, local, or foreign governmental agency responsible for investigating, prosecuting, enforcing, or implementing statutes, rules, or licenses, when we become aware of a violation or potential violation of such statutes, rules, or licenses, or when we need to monitor activities associated with a permit or regulated use.
 - f. Routine disclosure to a congressional office in response to an inquiry to the office by the individual to whom the record pertains.
 - g. Routine disclosure to the General Accounting Office or Congress when the information is required for the evaluation of the permit programs.
 - h. Routine disclosure to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal claim against the debtor or to consumer reporting agencies to prepare a commercial credit report for use by the FWS.
- 4. For individuals, personal information such as home address and telephone number, financial data, and personal identifiers (social security number, birth date, etc.) will be removed prior to any release of the application.
- 5. The public reporting burden on the applicant for information collection varies depending on the activity for which a permit is requested. The relevant burden for a Special Canada Goose permit annual report is 1 hour. This burden estimate includes time for reviewing instructions, gathering and maintaining data and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of the form to the Service Information Clearance Officer, U.S. Fish and Wildlife Service, Mail Stop 222, Arlington Square, U.S. Department of the Interior, 1849 C Street, NW, Washington D.C. 20240.

Freedom of Information Act - Notice

For organizations, businesses, or individuals operating as a business (i.e., permittees not covered by the Privacy Act), we request that you identify any information that should be considered privileged and confidential business information to allow the Service to meet its responsibilities under FOIA. Confidential business information must be clearly marked "Business Confidential" at the top of the letter or page and each succeeding page and must be accompanied by a non-confidential summary of the confidential information. The non-confidential summary and remaining documents may be made available to the public under FOIA [43 CFR 2.13(c)(4), 43 CFR 2.15(d)(1)(i)].



U.S. Fish & Wildlife Service

Migratory Bird Regional Permit Offices

FWS REGION	AREA OF RESPONSIBILITY	MAILING ADDRESS	CONTACT INFORMATION
Region 1	California, Hawaii, Idaho, Nevada, Oregon, Washington	911 N.E. 11th Avenue Portland, OR 97232-4181	Tel. (503) 872-2715 Fax (503) 231-2019 Email <u>permitsR1MB@fws.gov</u>
Region 2	Arizona, New Mexico, Oklahoma, Texas	P.O. Box 709 Albuquerque, NM 87103	Tel. (505) 248-7882 Fax (505) 248-7885 Email <i>permitsR2MB@fws.gov</i>
Region 3	Iowa, Illinois, Indiana, Minnesota, Missouri, Michigan, Ohio, Wisconsin	One Federal Drive Fort Snelling, MN 55111	Tel. (612) 713-5436 Fax (612) 713-5393 Email <i>permitsR3MB@fws.gov</i>
Region 4	Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Virgin Islands, Puerto Rico	P.O. Box 49208 Atlanta, GA 30359	Tel. (404) 679-7070 Fax (404) 679-4180 Email <u>permitsR4MB@fws.gov</u>
Region 5	Connecticut, District of Columbia, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Virginia, Vermont, West Virginia	P.O. Box 779 Hadley, MA 01035-0779	Tel. (413) 253-8643 Fax (413) 253-8424 Email <i>permitsR5MB@fws.gov</i>
Region 6	Colorado, Kansas, Montana, North Dakota, Nebraska, South Dakota, Utah, Wyoming	P.O. Box 25486 DFC(60154) Denver, CO 80225-0486	Tel. (303) 236-8171 Fax (303) 236-8017 Email <i>permitsR6MB@fws.gov</i>
Region 7	Alaska	1011 E. Tudor Road (MS-201) Anchorage, AK 99503	Tel. (907) 786-3693 Fax (907) 786-3641 Email <u>permitsR7MB@fws.gov</u>

Exhibit G



Spring Meadow Golf Course Equipment

EXHIBIT G

Equipment/Serial #	<u>Condition</u>
Greensmowers: Jacobsen Greensking IV #1661	Good cond
Jacobsen Greensking V #2746	Good cond.
Fairway Units: Toro 6700D #90285	Need some Roller's Good Cord
Jacobsen LF3800 #1681	Need some Roller's Good Cond.
Approach Jacobsen 1900D #2802	Need Some Poller's Fair Cond
Jacobsen 1684 #1827	Need Some Roller's Fair cond.
Tee Mower Toro 3250D #00460	Good cond.
Cushman Trap Rake #95004731	Leak on Hydro Fair Cond.
Toro Sand Pro Spiker #90371	Fair Cond.
Toro Workman Sprayers 190 Gallon Sprayer # 70292	Good Cords
450 Gallon Sprayer #70353	WILL NOT OTILIZE
Toro Workman #220000370	Good Cond.
Toro Sidewinder #280000664	Good Condi
Ransome AR250 #698M-309	Pook cond.
Toro Spartan 5 Gang w/frames	FaiR cond.
CushmanGA60 #98006117	Good Cord. Noell Time's
Turfco Spreader #888618	Fail Cond.

Ryan Greensaire #98511358	Fair Cond.
Equipment/Serial #	Condition
Land Pride Thatcher Seeder #216749	Good Cond
LELY Spreader #51557	Replace Poddle's good Conol.
Ram Air Compressor #580VA	Good Conel
nap-On Hydraulic Lift #T905123	Good cond,
Foley Reel Grinder #5760	Full Cond.
oley Bed Knife Grinder	Fair Cond
Trueline Rollers (3) #T1043	Fail Cond
Broyhill Greensbrush #2498	Fail Cond
Cornelius Ice Cube Maker #DB1266532	Fain cond
Gang Picker	Good Cord.
ingle Brush Range Ball Washer	Good cond
REENS GROOMER BRUSH	GOOD COND
GOREHARVESTOR	GOOD COND

Date: 3/25/11

Initial:



Spring Meadow Golf Course Office/Pro Shop Furniture Inventory

Exhibit G

<u>Office</u> Quantity	Description of item		<u>Condition</u>
	Comptended Dealer	NED III. 110401 - 11110400	G00D
2 3		DEP Tag ID's 119431 and 119432	1
2		DEP Tag ID's 119433, 119434 and 119435 in main Office and 1 in Reception Area	
2		in main Office and 1 in Breakroom	
2		in Reception Area and 1 in 2 nd Office	
4		in Reception Area, I in 2 nd Office and I in Breakroor	73
2		in Reception Area and 1 in 2nd Office	
5	Adjustable Desk Chairs	in reception Area and 1 in 2 Office	1
4	Straight back armed Chairs		
6	Straight back Chairs		//
4	•	ea. of 3'x7'x12") in Office Supply closet	3
7	Bulletin Boards	ca. or 5 kr krz y m omeo supply closer	(1001)
Quantity Merchandise a	Description of item nd Storage Cabinets		Good
5	4 foot Glass Display Cabine	ts	<u> </u>
3	Solid Display Cabinets (1-5'	, 1-5'9" and 1-8')	
1	Corner Register Cabinet		
1	Straight Register Cabinet		
2	Window Cabinets (1-11'6', 1-	9'6" and 1-5'4")	
Display Racks	and Shelves		
1	Glove Display Rack		(7001)
3	Golf Ball & Tee Display Ra	cks	6000
1	Sock Display Rack		College
2	Movable floor Display Shel	ves	FAIR
4	Golf Club Display Racks		FAIR
1	Umbrella Display Rack		FAIR
1	Computer/Storage Cabinet		FAIR
1	4 Drawer 3' Filing Cabinet		-6000
1	Adjustable Chair		
7		f3'x7'x12"- 2 ea. of 4'x 7'x18" and 1 of 3'x 7'x12")	
2	in the Inventory Supply clos		
3	Shelves (3 ea. of 3'x7'x12")		
6	Bulletin Boards (incl. Inform	nation Board and supplies)	
1	Cart Key Board		<u>v</u>
,	/	. 1	

Initial:

Exhibit H - Insurance

[Intentionally Omitted]

Exhibit I

Exhibit I

CORPORATE RESOLUTION OF H & L LANDSCAPING COMPANY, INC.

WHEREAS, H & L Landscaping Company, Inc., a New Jersey Corporation doing business as H & L Golf Course Maintenance Company, and the New Jersey Department of Environmental Protection have negotiated a contract under which H & L Golf Course Maintenance Company shall provide certain services as shall be more specifically set forth in a separate contract, relating to Spring Meadow Golf Course in Wall Township, New Jersey; and

WHEREAS, it is in the best interest of H & L Landscaping Company, Inc., a New Jersey Corporation doing business as H & L Golf Course Maintenance Company, to enter into said contract with the New Jersey Department of Environmental Protection;

BE IT THEREFORE RESOLVED that Harry Leonard, President of H & L Landscaping Company, Inc., a New Jersey Corporation doing business as H & L Golf Course Maintenance Company, be and is authorized and directed to execute and deliver all documents necessary to formalize the agreement reached between H & L Landscaping Company, Inc., a New Jersey Corporation doing business as H & L Golf Course Maintenance Company and the New Jersey Department of Environmental Protection.

The foregoing resolution was adopted at a Special Meeting of the Board of Directors of H & L Landscaping Company, Inc., a New Jersey Corporation doing business as H & L Golf Course Maintenance Company, conducted on Thursday, March 24, 2011.

Witness

HARRY LEONARD, President

H&L LANDSCAPING COMPANY, INC.

Resolution to Ratify Board of Directors Actions Authorizing Execution of Operating Agreement between Linx Golf Management, Inc. and The State of New Jersey, Department of Environmental Protection, Division of Parks and Forestry

WHEREAS, all actions by the Board of Directors from on March 24, 2011 have been duly presented to the shareholders at a shareholders' meeting duly called and assembled, be it:

RESOLVED, that the shareholders of the Corporation do hereby ratify and affirm all actions of the Board of Directors as presented to the shareholders. Specifically, these actions include authorizing the execution of the Operating Agreement between The State of New Jersey. Department of Environmental Protection, Division of Parks and Forestry and Linx Golf Management inc. pursuant to the RFP Issued on January 14, 2011 by the State of New Jersey to operate (manage) the dolf course property known as Spring Meadow Golf Course.

The undersigned hereby partifles that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of Linx Golf Management; Inc., a corporation duly formed pursuant to the laws of the state of New Jersey and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on, March 24, 2011 and that said resolution is now in full force and effect without modification or resolution.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the concerate seal of the above-named Corporation this 24th day of March, 2011.

Vivian S. R

Concorate Secretary