

RESOLUTION NO. 30576

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A LEASE AND OPERATING AGREEMENT WITH CREEKS BEND GOLF CLUB, INC., IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE LEASE AND OPERATION OF MOCCASIN BEND GOLF COURSE AT 381 MOCCASIN BEND ROAD, IDENTIFIED AS TAX PARCEL NO. 145-001, WITH A MINIMUM MONTHLY PAYMENT OF TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00), AND THE IMPLEMENTATION OF A CAPITAL IMPROVEMENT PLAN, FOR A TERM OF TEN (10) YEARS, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TERMS OF FIVE (5) YEARS EACH.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that it is hereby authorizing the Mayor or his designee to enter into a Lease and Operating Agreement with Creeks Bend Golf Club, Inc., in substantially the form attached, for the lease and operation of Moccasin Bend Golf Course at 381 Moccasin Bend Road, identified as Tax Parcel No. 145-001, with a minimum monthly payment of \$12,500.00, and the implementation of a Capital Improvement Plan, for a term of ten (10) years, with the option to renew for two (2) additional terms of five (5) years each.

ADOPTED: December 15, 2020

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## LEASE AND OPERATING AGREEMENT

This LEASE AND OPERATING AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of December, 2020 by and between the City of Chattanooga, a Tennessee municipal corporation, with Hamilton County, a political subdivision of the State of Tennessee, collectively ("Owner") and Creeks Bend Golf Club, Inc., a Tennessee For-Profit Corporation ("Manager").

### 1. THE PREMISES

- 1.1. The Premises. Owner hereby agrees to allow Manager to manage and Manager hereby agrees to manage, on the terms and conditions set forth herein, the real property described as follows: That parcel of land commonly known as the Moccasin Bend Golf Course located at 381 Moccasin Bend Road, Chattanooga, TN 37405, the legal description for the property is recorded in Deed Book 1442 Page 286, Hamilton County Register's Office, 625 Georgia Avenue, Chattanooga, Tennessee, State Tax Map Number Part of 145-001, along with all buildings, fixtures and other improvements located on the real property as of the signing date of this agreement (the real property, buildings, improvements and fixtures, together-with all easements and rights relating thereto, are collectively referred to as "The Premises"). The Premises also includes all buildings, fixtures and other improvements to be constructed on the real property during the Term of this Agreement, and any such improvements shall be owned by the Owner, subject to the rights established by this Agreement. The parties expressly agree that the Manager shall have the right to claim all buildings, fixtures and other improvements to be constructed on the Premises during the Term of this Agreement using the proceeds of the Moccasin Bend Golf Capital Reserve Fund as its assets for tax purposes, and to claim depreciation for such assets.

### 2. USE OF THE PREMISES.

- 2.1. Renovation of Existing Golf Course and Physical Property. The Owner shall transfer to the Manager a sum of money, if available and for an amount to be determined, as seed money (the "Seed Money") for the Capital Improvement Funds. The Seed Money funding shall be transferred after the final payment to Praxis Golf, LLC D/B/A HMS Golf is complete. It is the understanding of both Hamilton County and City of Chattanooga that no City of Chattanooga funds will be used in regards to the Seed Money funding. Manager agrees that it will invest no less than \$255,000 for the Capital Improvements Plan ("the Plan") found in **Exhibit A**. The Capital Improvements Plan shall be completed in phases; with project timelines from "as soon as possible" through 2022. The initial Phase will begin as soon as the Manager takes possession of the property, this Phase will include General Course clean up, including sand traps, bunkers, and irrigation leaks. Phase II shall begin in the Spring of 2021 and shall include replacing mowing equipment. Phase III shall begin the Summer of 2021 and shall include Greens Renovations; exterior repairs to Buildings, deck, and porch; landscaping; and cleaning shop area. Phase IV shall be completed throughout the 2021 year and shall include renovations to the interior of Clubhouse including furniture, Point of Sale System, Pro

Shop Merchandise, and televisions. Phase IV also includes Repair and Patching of Cart Paths and Parking Lot. Phase V shall be completed in 2022 and includes paving Cart Paths and Parking Lot.

All renovation will follow the response, dated October 27, 2020 and as submitted by Creeks Bend Golf Club, Inc., to the Request for Proposals (RFP) dated October 1, 2020, and accepted by the Hamilton County Board of Commissioners and the Chattanooga City Council. All renovation plans, alterations to the existing golf course, and/or capital improvements must be approved by the Owner prior to beginning any construction or renovation to the Premises. Further, Manager is required to submit annually a list of capital improvements planned for the Premises.

- 2.2. Operation of Golf Course. Manager agrees it will use the Premises for the operation of a public golf course and other activities customarily associated with the operation of public golf courses, including without limitation, sale or rental of golf related merchandise at a golf professional's shop, furnishing of golf carts, providing lessons by a golf professional, operation of a driving range, and sales of food and beverages, including alcohol sales. Manager shall provide and pay all costs associated with labor and equipment necessary for such golf course operation. Manager shall make available, on an annual basis, a certain number of free rounds and free instruction time to the public for purposes of building and maintaining public interest and good will.
- 2.3. Compliance with Laws. Manager shall not use nor shall it permit use of the Premises for any unlawful purpose and shall comply with all valid laws, rules and regulations, covenants, conditions and restrictions applicable to the Premises or the business conducted on the Premises.

### **3. QUIET ENJOYMENT**

Subject only to the terms of the Agreement, so long as Manager is not in default in the performance of its obligations under this Agreement, Owner shall secure to Manager the quiet and peaceful enjoyment of the Premises and the sole and exclusive possession of the Premises without objection or interference from Owner or any party claiming under Owner.

### **4. TERM**

The term of the Agreement shall be for a period of ten (10) years, commencing on January 1, 2021 (the "Commencement Date") and terminating on December 31, 2031 (the "Term"), unless commenced sooner as mutually agreed to by the parties and unless sooner terminated as provided herein. Possession of the Premises shall be transferred to Manager on the Commencement Date. Additionally, the Agreement allows for two (2) renewals of five (5) years each, at the mutual agreement of all parties. All terms and conditions of any renewal term granted are subject to renegotiation and mutual agreement between the parties.

**5. AGREEMENT YEAR DEFINED**

An "Agreement Year" is a period of 12 consecutive calendar months beginning on the first day of the first full month occurring on or after the Commencement Date and each anniversary of such date thereafter throughout the term of this Agreement. The Agreement Year may be changed by written agreement of the parties. Each Agreement Year will constitute a separate accounting period for the purpose of computing Annual Rent, and Gross Revenue and rounds played for any Agreement Year shall not be carried forward or backward into any other Agreement Year. If this Agreement commences or is terminated prior to the beginning or end of a month, Quarterly Rent and Annual Rent shall be prorated for such partial month.

**6. RENT**

In consideration of Owner executing this Agreement and granting the rights provided in this Agreement, Manager will pay to Owner at the address listed for Owner in Section 24 of the Agreement Annual Rent and Monthly Rent as set forth below.

- 6.1. Monthly Rent. The monthly rent amount ("Monthly Rent") to be paid by the Manager to the Owner, pursuant to this Section 6.1, shall be calculated based upon a percentage of gross revenues generated from the operations of the golf course. Gross revenues shall include, but not be limited to, greens fees, cart rentals, golf tournaments, membership fees, concessions, gross sales proceeds from sales of food and beverages, gross proceeds from sales of Pro Shop merchandise, and any other proceeds from activities carried on by the Manager with or without Manager's knowledge, on the premises in the ordinary course of business, including the leasing or renting of golf carts and equipment. It is the intent of the parties that the term 'gross revenues' shall include all activities which take place on the premises, whether in the name of Manager or not.

The monthly rent due shall be computed as an amount equal to thirteen (13%) of gross revenues from the operations of the golf course (as defined above) for annual gross revenues (based upon a fiscal year of November 1 through October 31). The minimum rent payment due shall be \$12,500.00 per month through the term of the agreement.

- 6.2. Allocation of Monthly Payment. The monthly rent payment shall be due by the 20th day following the close of each month, and shall be paid one-half (1/2) to Hamilton County, Tennessee and one-half (1/2) to the City of Chattanooga, Tennessee.
- 6.3. Annual Rent Adjustment. In addition to the Monthly Rent, by February 1st of each year during the Agreement Term, the Manager shall pay to Owner any amount that is required to ensure that the annual payment total for the previous Agreement Year is in accordance with the following minimum annual rent determination as follows:

**Annual Guaranteed Minimum Payment**

Fiscal Years Ended October 31	Annual Payment Total
2021 – 2031	\$150,000

The sum of the twelve monthly Rent payments during an Agreement Year is never to total less than the listed guaranteed minimum amount annually.

- 6.4. Rental Abatement. If Manager is unable to use all or a significant portion of the Premises during repair, reconstruction or replacement necessitated by an event of damage or destruction caused by Owner's (or its agents or employees) gross negligence or willful conduct; or mandatory shutdown by the County due to unforeseen causes such as a Public Health crisis, Manager's rental obligations under this Section 6 shall be prorated, abated or credited as appropriate until such time as Manager is again able to use the Premises for their intended purpose. Additionally, Manager's rental obligations under this Section 6 shall be prorated, abated or credited during the time required to complete all golf course renovation described in Section 2.1 of this Agreement, as mutually agreed upon. Nothing in this Section 6.4 shall be interpreted to permit any rental abatement during customary and nominal periods of inactivity or non-usage of the Premises caused by required maintenance inclement weather conditions or other circumstances, unless agreed to in writing by Owner and Manager.

## **7. RECORDKEEPING AND REPORTS**

- 7.1. Books of Account. Manager shall ensure such accounting and management systems are implemented to protect Owner's assets from theft, error or fraudulent activity by Manager's employees. Unless any losses arising from any of the foregoing occurrences are covered by any of the insurance policies required to be maintained hereunder, Manager shall bear all monetary losses arising from such occurrences, including, without limitation, the following:
- 7.1.a. Theft of assets by Manager's principals, officers, employees, licensees, invitees or affiliates;
  - 7.1.b. Late charges or interest due to delay in payment of invoices, bills or other like charges, for any reason;
  - 7.1.c. Overpayment or duplicate payment of invoices arising from either fraud or negligence;
  - 7.1 .d. Overpayment of labor costs arising from either fraud or negligence;
  - 7.1.e. A sum equal to the value of any form of payment or property from suppliers to Manager's employees arising from the purchase of goods or services for the Premises, excluding, however, gifts of nominal value received in the ordinary course of business;
  - 7.1.f. Unauthorized use of facilities on the Premises by Manager's principals, officers, affiliates or employees; and
  - 7.1.g. Any other loss in the ordinary course of business.

- 7.2. Financial Reports. Manager shall use its best efforts to deliver to Owner by the 20th day of each calendar month, and in no event shall such delivery be later than the 30th day of each calendar month, information in such form as Owner may reasonably require and a statement of income and expenses for the Premises for the preceding month and a balance sheet for the Premises, each prepared on an accrual accounting basis according to generally accepted accounting principles.

Manager shall deliver to Owner no later than 60 days after the end of each Agreement Year, in such form as Owner may require, a statement of income and expenses for the Premises, each prepared on an accrual basis according to generally accepted accounting principles and certified as accurate by Manager's chief financial officer (collectively the "Year End Financials").

- 7.3. Audit of Financial Results - Manager shall grant Owner or Owner's assignee(s) access to all financial records supporting the operations of the golf course upon reasonable notice by the Owner and at any reasonable time.
- 7.4. Notification of Legal Actions. During the term of this agreement, Manager agrees to forward a copy of all court filed legal documents pertaining to legal action taken against or by Creeks Bend Golf Club, Inc. in regards to the operation of Moccasin Bend Golf Club.

## **8. TAXES**

- 8.1. Real Property Taxes. Owner maintains that no real property taxes will be levied or collected from Manager during the term of this Agreement.
- 8.2. Other Taxes. Manager shall pay, prior to delinquency, all taxes, license fees, storm water fees, and other governmental charges assessed or imposed on the personal property of Manager located on the Premises, or imposed upon the business operations of Manager conducted on the Premises.

## **9. UTILITIES**

Manager will pay before delinquency all charges for utilities, including electricity, gas, heating, cooling, telephone, cable, and water used by Manager on the Premises. In the event that Manager fails to pay before delinquency any such charges, the Owner shall have the right in its sole discretion to require Manager to post security to ensure prompt payment of such charges including any interests or penalties thereon.

## **10. CAPITAL IMPROVEMENTS**

- 10.1. Guaranteed Annual Capital Expenditures. During the term of this Agreement, Manager agrees annually to spend or place into escrow no less than 4.0% of annual Gross Revenues to be used exclusively for capital improvements to the Property. The capital

improvements for the first 24 months of the Agreement will substantially follow the capital improvements list found in **Exhibit A: Capital Improvements**.

- 10.2. Right to Make Capital Improvements, Alterations, and Additions. At any time during the term of this Agreement, Manager, at Manager's cost, may make such capital improvements, alterations and additions to the Premises as Manager, with the written approval of Owner, deems necessary for operation of the Premises, excluding such capital improvements, alterations and additions as may be required in order to comply with the Americans with Disabilities Act. Manager shall provide Owner thirty (30) days' written notice before commencing any capital improvements, alteration, or addition to the Premises which is projected to cost more than \$10,000. Any capital improvements, alterations or additions made to the Premises by Manager during the term of this Agreement or any extension thereof shall become a part of the Premises and shall be the sole property of the Owner upon termination of this Agreement. Manager shall receive no reimbursement nor shall it receive credits to the Rent for the amount of any such capital improvements, alterations or additions.

Manager shall grant Owner or Owner's assignee(s) access to all financial records supporting the capital improvements, alterations and additions upon reasonable notice by the Owner and at any reasonable time.

- 10.3. Ongoing Projects. Manager shall not be responsible for commencing or completing any capital improvement projects which were contracted for by Owner with third parties or were in progress on the Premises prior to the Commencement Date and shall have no obligation to pay any expenses related thereto,

## 11. MAINTENANCE AND REPAIRS

- 11.1. "As Is" Condition. Manager acknowledges that it is acquiring the Premises "as is" in its current condition.
- 11.2. Manager's Obligations. Manager assumes sole responsibility for maintenance, repair, capital improvements and replacements of all buildings and other improvements on the Premises and acquired under this Agreement and Manager will maintain the Premises in good order and in sanitary and safe condition at Manager's sole expense in a manner typical for like golf club operations. Manager agrees it will maintain the Premises in conformance with the maintenance standards specified in **Exhibit C: Maintenance Standards**, which is attached to the Agreement and made a part of this Agreement by this reference.
- 11.3. Manager's Covenant of Code Compliance. Manager agrees and covenants that all improvements constructed by Manager on the Premises will be in full and complete compliance with any applicable governmental codes, ordinances and regulations, including without limitation, building, plumbing, electrical, heating, ventilating and air conditioning, fire, health and safety and zoning codes. To the extent it is determined following execution of this Agreement that any improvements constructed by Manager on the Premises are, in fact, not in compliance with any applicable code, ordinance or regulation, unless such non-compliance was caused solely by Owner or Owner's agents,

employees or invitees, Manager agrees it shall take all necessary steps, at Manager's sole cost, to bring the Premises into full compliance with such code, ordinance or regulation.

## 12. INSURANCE

12.1. Minimum Coverages. The following minimum insurance coverage relating to the Premises and Manager's operations of the Premises shall be maintained at all times throughout the Agreement term. **Exhibit B: Summary of Required Insurance Coverages** details insurance requirements.

12.1.a. Commercial General Liability Insurance. \$1,000,000 limit per occurrence and \$2,000,000 in the general aggregate for property damage and bodily injury covering the operation of employees and agents for the contracted operations as well as civil rights claims. The coverage shall be written on an occurrence basis and include the following:

- 12.1.a.1. Premise/Operations
- 12.1.a.2. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- 12.1.a.3. Products/Completed Operations
- 12.1.a.4. Contractual
- 12.1.a.5. Independent Contractors
- 12.1.a.6. Broad Form Property Coverage
- 12.1.a.7. Personal Injury

12.1.b. Business Automobile Liability Insurance, \$1,000,000 limit per accident for property damage and personal injury.

- 12.1.b.1. Owned/Leased Autos
- 12.1.b.2. Non-owned Autos
- 12.1.b.3. Hired Autos

12.1.c. Workers' Compensation. Workers' Compensation statutory limits as required by Tennessee law as applicable to the operations of the Manager. The policy should include Employers' Liability coverage for \$1,000,000 per incident.

12.1.d. All-Risk Property Coverage. This should cover the buildings, equipment and other improvements on the property, including existing and any future improvements on a replacement cost basis for all risks.

12.1.e. Host Liquor Liability Insurance Coverage. \$1,000,000 per occurrence for property damage and bodily injury arising out of sale and/or distribution of alcoholic beverages on site.

12.1.f. Pollution Legal Liability Insurance Coverage. \$1,000,000 per occurrence

12.1.g. Excess/Umbrella Liability Insurance Coverage. \$5,000,000 per occurrence

12.2. Acceptable Insurers. In addition, all coverages shall be placed with Tennessee admitted carriers rated B+10 or better by the A. M. Best's Insurance rating service or as approved by the County's Risk Manager.

12.3. Cancellation and Named Insured. Each policy should have at minimum of 30 days written notice prior to any cancellation. Hamilton County, City of Chattanooga, their Commissions, Boards, Committees, Officers, Agents, Employees and Volunteers should be listed as additional insureds on all applicable liability insurance policies required under this Agreement by appropriate endorsement.

12.4. Manager's Coverage as Primary. The Manager's insurance coverage shall be primary as respects the City and County and not pro rata. Any coverage (commercial or self-funded) carried by the City or the County shall be excess over Manager's coverage.

12.5. Proof of insurance. These coverages and requirements should be evidenced by a signed and valid insurance certificate kept current and on file with the appropriate Owner contact as contained in this contract.

### **13. INDEMNITY**

13.1. Manager. Manager shall defend, indemnify and hold Owner harmless from all claims, demands, causes of action, and liabilities and costs (including attorney's fees) resulting from (i) any claim, loss or damage to property or death of any person, including Civil Rights actions that may be claimed or occasioned by any cause whatsoever after the Commencement Date, unless such losses, liabilities or claims result from the gross negligence or the willful acts or omissions of Owner or Owner's officers, employees or agents; (ii) any breach or default on the part of Manager in the performance of any covenant under this Agreement and any and all other related documents, arising from any act or failure to act by Manager or any of its agents; and (iii) any claim or action of proceeding brought by any employee, customer, or any other person or entity relating to the operation of the Premises after the Commencement Date, unless such claim, action or proceeding results from action of Owner or Owner's employees or agents.

13.2. Owner. Owner, to the extent allowed by law and up to the limits as set out in T.C.A. § 29-20-101, et seq, shall defend, indemnify and hold Manager harmless from all claims, demands, causes of action, and liabilities and costs (including attorney's fees) resulting from (i) any loss or damage to property, or injury or death of any person that may be occasioned by Owner after the Commencement Date; (ii) any breach or default on the part of Owner in the performance of any covenant under this Agreement, and any and all other related documents, arising from any act or failure to act by Owner or any of its agents; and (iii) any claim or action or proceeding brought by any employee, customer, or any other person or entity relating to the operation of the Premises prior to January 1, 2021 and (iv) any claim or action or proceeding brought by any person or entity relating to the ownership of the Premises by Owner or any indebtedness of Owner related to the Premises.

**14. ARCHAEOLOGICAL SENSITIVITY AND NATIONAL PARK COOPERATION**

Manager will recognize the importance of preserving historical, archaeological, and cultural resources on the Premises during the term of this Agreement. Manager will take any and all necessary actions to ensure that historical, archaeological and cultural resources on the Premises are identified and protected at all times. Manager understands and respects the proximity of the golf course to the Moccasin Bend National Archaeological District, and will be proactive in ensuring that the golf course works in partnership with the emerging development of the National Park. Manager will always maintain flexibility in respect to future capital improvements that might be required to respect identified cultural artifacts. Manager acknowledges that the Owner has granted to the National Park service a permanent 100 ft. easement along the west side of the Premises as described in the Warranty Donation Deed dated August 27, 2004, and recorded in the Register's Office of Hamilton County, Tennessee, Deed Book 7367, Page 81. The easement was granted for the purpose of ongoing bank stabilization performed by the Army Corps of Engineers and the protection and preservation of all cultural and natural resources in the Moccasin Bend District, by the National Park Service. Manager further acknowledges that any plans for proposed excavation of the Premises would be subject to review and written approval by the Owner. Owner reserves the right to have any approved excavation monitored by a professional archaeologist, securing and contracting with the archaeologist shall be the obligation of Owner. In the event cultural resources are discovered during any excavation, Manager shall immediately notify Owner to ascertain the appropriate action to take for protections of any artifact or cultural resource.

**15. EMINENT DOMAIN**

If at any time during the term of this Agreement, title of all or substantially all of the Premises shall be taken by condemnation or by right of eminent domain, this Agreement shall terminate on the date of such taking and all rental payments already made shall be apportioned as of the date of the taking. For purposes of this Section 16, substantially all of the Premises shall be deemed to have been taken if that portion of the Premises not taken cannot be economically utilized by Manager for those purposes permitted under Section 2 of this Agreement. In the event that title to less than all or substantially all of the Premises is taken by condemnation or by right of eminent domain, this Agreement shall not terminate, but the Rent due during the remainder of the Term or any extension shall be reduced as of the date of such partial taking in a proportion equal to the reduction in the square footage of the Premises. If there is a taking by right of eminent domain, the award shall belong to and be paid to Owner, except that Manager shall receive from the award a sum attributable to the value of Manager's leasehold estate, including improvements, less depreciation determined over the unexpired term of the Agreement.

## 16. DAMAGE AND RECONSTRUCTION

- 16.1. Substantial Loss. Provided Manager has complied with all insurance requirements contained within this Agreement, if all or substantially all of the Premises shall be damaged or destroyed to such an extent that the Premises are not, and cannot within one (1) year be restored and rebuilt to be a facility reasonably satisfactory to Manager and Owner, then either Owner or Manager may elect to terminate this Agreement and all related documents referred to herein by giving written notice to the other party within sixty (60) days following the occurrence of such casualty. In such even the entire amount of any and all payments or proceeds with respect to such damage or destruction, less any expenses incurred in collection of such payments or proceeds, shall be allocated and disbursed to Manager and Owner based upon the relative values to Owner and Manager of the capital improvements and personal property destroyed by such event of casualty for which insurance proceeds are available, taking into consideration the length of the Agreement term remaining (not including the renewal term unless the same has been exercised at the time of casualty), depreciation and any other factors necessary to properly apportion value.
- 16.2. Partial Loss. If a lesser portion of the Premises is damaged or destroyed such that it may be restored and rebuilt within one (1) year to be a facility reasonably satisfactory to Manager and Owner, then: (i) this Agreement and all related documents shall continue in full force and effect, (ii) Owner shall receive all payments and proceeds from the casualty, and (iii) Manager, at Owner's sole cost and expense, shall promptly and diligently restore and rebuild the Premises to be a facility restoration and/or rebuilding of the Premises shall be approved by Owner, which approval shall not be unreasonably withheld, and further provided that the cost of restoration and/or rebuilding (including direct construction costs and "soft" costs such as architects' and engineers' fees) shall not exceed the payment or proceeds paid to Owner from the casualty. Any and all costs incurred by Manager in completing restoration or rebuilding of the Premises (subject to the foregoing limitation) shall be payable by Owner to Manager upon demand as work progresses so long as each request for payment is accompanied by all documentation reasonably required by Owner to substantiate the nature and amount of Manager's costs. Upon receipt by Owner of a certificate signed by Manager, accompanied by a certificate of an engineer or architect acceptable to Owner and employed by Manager at Owner's expense, each such certificate stating that Manager has completed restoration or rebuilding of the Premises, then Owner shall, out of the remaining balance of the payments or proceeds with respect to such damage or destruction, after payment of the cost of restoration and rebuilding and any expenses incurred by Owner in collecting such payments or proceeds, pay to Manager the amount of final costs stated in such certificate to have been incurred by Manager in making such restoration and rebuilding.
- 16.3. Determination of Ability to Restore. Promptly following any casualty, Owner and Manager shall meet in good faith to determine whether the Premises can be rebuilt and restored within one (1) year to a condition satisfactory to both Owner and Manager. If Owner and Manager cannot agree, following good faith discussion, then the dispute shall

be settled pursuant to Section 21 hereof. In the event that it is determined that the Premises cannot be rebuilt and restored within one (1) year to a condition satisfactory to both Owner and Manager, Owner shall receive the full amount of any and all insurance payments and proceeds which result from the casualty.

## **17. ENVIRONMENTAL INDEMNIFICATION BY OWNER**

Owner, to the extent allowed by laws and up to the limits as set out in T.C.A. § 29-20-101, et seq, shall unconditionally indemnify, protect, defend and hold Manager, its affiliates, officers, and directors harmless for, from, and against any and all losses, damages, liabilities, judgments, costs, claims, penalties, expenses and other professional fees arising out of:

- 17.1. Any failure to comply with any environmental laws prior to the execution date herein. For purposes of this Agreement, the term "Environmental Law" shall include any applicable federal, state or local law, regulation, ordinance, policy or directive including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 1101 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, as amended, 42 U.S.C. § 4701 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 3001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2801 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; and, any analogous local, state, and federal statutes, regulations, and ordinances promulgated pursuant thereto;
- 17.2. Any failure to have obtained, complied with, or properly maintained in good standing, any governmental authorization or permit required under environmental laws for the operation of the Premises prior to the execution date herein;
- 17.3. Any failure or omission by anyone prior to the execution date herein, resulting in an enforcement action, whenever initiated pursuant to any environment law by a federal, state, or local regulatory entity, due to the operation of the Premises. For the purposes of this Agreement, the term "action" shall include, but not be limited to, a lawsuit, notice of violation, notice letter, warning letter, administrative order, compliance order, settlement agreement, consent order, decree or judgment, injunction, restraining order, or prohibition; or
- 17.4. Any release of a hazardous substance under, on, above, or affecting the Premises, by Owner or its agents, employees or contractors. For the purposes of this Agreement, the term "release" shall include, but not be limited to, spilling, leaching, dumping, or disposing into the environment, including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant. For the purposes of this Agreement, the term "hazardous substance" shall include, but not be limited to, any element, substance, compound, or mixture whose presence, nature, quantity and/or intensity of existence, release or affect, either by itself

or in combination with other materials is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for liability to any governmental agency or third party under any applicable environmental law or common law theory. Hazardous substances shall specifically for purposes of this Agreement include hydrocarbons, petroleum, gasoline, diesel fuel, crude oil, or any products, by-products or fractions thereof.

17.5. In the event that any liability should arise for the Owner out of any environmental issues at or on the premises that the Owner has any liability for, the Owner may at its sole option elect either to correct or eliminate, to the extent required by law, or if in the discretion of Owner, it is not in the Owner's best interest to do so, the Owner may terminate said Agreement. If the Owner determines it to be in the Owner's best interest, the parties shall be returned, to the extent practicable, the same position they were in prior to the effective date of the Agreement

This indemnity shall survive the termination of the Agreement.

## **18. ENVIRONMENTAL INDEMNIFICATION BY MANAGER**

Manager shall indemnify, protect, defend and hold Owner, its Commissioners, elected officials, employees and agents, harmless for, from and against any and all losses, damages, liabilities, judgments, costs, claims, penalties, expenses and other professional fees arising out of or involving the presence, use, disposal or discharge of any Hazardous Substance affecting the Premises which are caused or permitted to be introduced on or about the Premises by the Manager or its agents, employees, licensees, invitees, subcontractors, consultants or contractors. This indemnity shall survive the termination of this Agreement.

## **19. FRUSTRATION OF PURPOSE**

At any time during the term of this Agreement, if the governing body of any political subdivision having competent jurisdiction over the Premises should enact any valid zoning ordinance, law or regulation which prohibits the use of the whole or a substantial part of the Premises for the purposes as provided in Section 2 of this Agreement, or if an event of force majeure occurs, including without limitation, declared or undeclared war, sabotage, riot or other acts of civil disobedience, acts of government, labor disputes, shortages of fuel, shortages of water, accidents, fires, explosions, floods, earthquakes, epidemic, pandemic or other acts of God, which substantially prevents Manager's fulfillment of its obligations as provided for in this Agreement, it is agreed that Manager may elect, within one hundred twenty (120) days after the effective date of such ordinance, law, regulation or the occurrence of the event of force majeure, to cancel this Agreement and surrender possession of the Premises. Any such cancellation and surrender will act to release and discharge Manager from any further obligation under this Agreement (except any obligation to pay any rent or other sums due or accrued at the time of cancellation and any obligation to indemnify or defend Owner).

## **20. CONCESSIONS AND ASSIGNMENT**

- 20.1. Concession Arrangements. Manager may enter into one or more concession arrangements with regard to portions of the Premises (other than concession arrangements for operation of the golf course, operation of the driving range and/or golf cart rental) without the prior written consent of Owner if the concession arrangement will not affect the Rent payment.
- 20.2. Consent Required for Transfer. No portion of the Premises or of Manager's interest in this Agreement may be acquired by any person or entity not controlled by or under common control with Manager, whether by sale, consignment, mortgage, sublease, transfer, operation of law, or act of Manager, without Owner's prior written consent, which consent shall not be unreasonably withheld. Any transfer to a person or entity not controlled by or under common control with Manager, without the prior written consent of Owner, shall be void and shall constitute a breach of this Agreement.

## **21. BREACH AND REMEDIES**

- 21.1. Breach. The following conditions will constitute a breach of this Agreement and a default hereunder:
  - 21.1.a. If Manager fails to pay rent or fulfill any other monetary obligation of Manager to Owner, and Manager fails to cure such monetary default within thirty (30) days after receipt of written notice from Owner to Manager of such monetary default.
  - 21.1.b. If either party fails to perform any of its non-monetary obligations under this Agreement when due or called for, and the party in default fails to cure such non-monetary default within sixty (60) days after receipt of written notice from the non-defaulting party of such non-monetary default; provided, however, that if the nature of the non-monetary default is the result of a force majeure occurrence or is otherwise of a nature such that it cannot be fully cured within that sixty (60) day period, the party in default shall have such additional time as is reasonably necessary to cure the default so long as the party in default is proceeding diligently to complete the necessary cure after service by the non-defaulting party.
  - 21.1.c. If Manager shall be adjudged bankrupt, or a receiver be appointed for Manager's property, or if Manager's interest in this Agreement shall pass by operation of law to any person other than Manager and such adjudication, appointment or order is not vacated, dismissed or set aside within one hundred twenty (120) days from its entry.
  - 21.1.d. The filing of a lien, claim or attachment against the Premises or any portion thereof arising out of any failure or alleged failure by Manager to pay any sums due for labor or materials, where Manager does not take necessary steps to release such lien, claim or attachment within 60 days, provided that the Manager is made aware of such lien, claim or attachment in writing.
  - 21.1.e. Any representation or warranty made in this Agreement shall prove to have been false in any material respect as of the Commencement Date.

- 21.2. Remedies. If any of the conditions identified in Section 21.1 above should occur and the party in default does not cure the default within any cure period specified in this Agreement, the non-defaulting party shall have the right to exercise all remedies as provided under law and equity, including without limitation the right to terminate this Agreement. If Manager is the party in default, Owner may terminate Manager's right to possession without termination of the Agreement. If Owner elects to continue the Agreement and so informs Manager in writing, Owner will retain the right to recover rent and all other payments at such time as they become due under this Agreement. Owner shall use its best efforts to rent the Premises to any other party at a rental rate and for such terms as Owner deems practicable, and the rent so received shall be credited to the account of the Manager, less any expense of repossession and re-renting. During the unexpired remainder of the Term, but not including any renewal term unless such term is then in effect, Manager will be liable for any deficiency that results from Owner re-renting the Premises at a lesser amount than the minimum rent called for in this Agreement.
- 21.3. Early Termination of Agreement. In the event that Owner requires an early termination of this Agreement, unless termination is due to the failure of Owner to comply with its obligation under the Agreement, Owner agrees to reimburse Manager for all capital investments made by Manager for the improvement of the Premises. Manager shall provide documentation of all capital investments to Owner. Owner shall notify Manager in writing ninety (90) days prior to the termination of the Agreement. Reimbursement shall consist of the total cost of the capital investments, less depreciation. Depreciation shall be computed based upon the lesser of useful lives as determined by Internal Revenue Code guidelines and the period from the date of acquisition of the capital investment through the expiration of the Agreement term.

## 22. REPRESENTATIONS AND WARRANTIES

- 22.1. Owner's Representations and Warranties. As a material inducement to Manager to enter into this Agreement and to consummate the transactions contemplated herein, Owner represents, warrants and covenants to Manager as follows:
- 22.1.a. Owner is a City government and County Government in good standing under the laws of the State of Tennessee and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- 22.1.b. Owner has good and marketable title to the Premises, and all easements, rights-of-way, licenses, leases, rights, privileges, tenements, hereditaments to the Premises, necessary to Manager's use of the Premises as contemplated in this Agreement.
- 22.1.c. To Owner's knowledge, there are no claims, litigation, proceedings or governmental investigations pending, or, to the best of Owner's knowledge and belief, threatened against or affecting the Premises.

- 22.1.d. Neither the execution or delivery of this Agreement or any other document or instrument delivered or to be delivered pursuant to this Agreement, nor the consummation of any of the transactions contemplated by this Agreement, nor the failure to give notice to or obtain the consent, authorization or approval of any person or entity will conflict with or result in any violation of any applicable law, regulation or statute or conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any agreement, decree or judgment to which Owner is a party or by which Owner is bound.
- 22.1.e. To Owner's knowledge, Owner, in owning the Premises, has complied in all respects with all laws, rules, regulations, ordinances, orders, judgments and decrees applicable to the Premises, and Owner is not aware of any proposed order, judgment, decree, governmental taking or proceeding applicable to Owner which might materially adversely affect the Premises.
- 22.1.f. To Owner's knowledge, the Premises are currently zoned in the zoning category which permits operation of the Premises as a golf course owned by the Owner. Owner has not requested, applied for, or given its consent to, and Owner has no knowledge of pending, zoning variance or change with respect to the Premises. Owner has obtained all easements and rights-of-way required to make use of the Premises as contemplated.
- 22.1.g. This Agreement, assuming that it constitutes a valid and binding obligation of Manager, constitutes a valid and binding obligation of Owner, enforceable against Owner in accordance with its terms.
- 22.1.h. To Owner's knowledge, during the Owner's ownership of the Premises, no hazardous waste, toxic waste or any other substance or material now or hereafter described or defined by any Environmental Law has been generated, released or deposited under or upon the Premises or now remains upon or under the Premises.
- Owner further represents and warrants to Manager that (i) no local, state or federal environmental proceedings, actions, claims or suits are pending or threatened against Owner or the Premises and (ii) Owner shall notify Manager immediately of any environmental proceedings, actions, suits, notices or claims filed by, or received from any governmental or administrative agency or entity.
- Owner further covenants and agrees with Manager to indemnify and hold harmless Manager from any and all liability and/or loss, including without limitation any fines, reasonable attorney's fees, and costs of cleanup incurred by Manager relating directly or indirectly to any breach of these covenants, representations and warranties by Owner-:" The representations, warranties and covenants contained in this Section 22 shall survive the execution of this Agreement.
- 22.1.i. There are no material leases, contracts, or other agreements which affect the Premises or operation of the Premises.
- 22.2. Manager's Warranties and Representations. As a material inducement to Owner to enter into this Agreement and to consummate the transactions contemplated herein, Manager represents and warrants to Owner as follows:

- 22.2.a. Manager is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee, is qualified to conduct business in the State of Tennessee and has all requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- 22.2.b. This Agreement, assuming that it constitutes a valid and binding obligation of Owner, constitutes a valid and binding obligation of Manager; enforceable against Manager in accordance with its terms.
- 22.2.c. During Manager's possession of the Premises, Manager shall cause no hazardous waste, toxic waste or any other substance or material now or hereafter described or defined by any federal, state or local law, ordinance, regulation, rule, order, permit or license pertaining to hazardous waste, substance or material or toxic waste, substance or material (including but not limited to asbestos) to be generated, released or deposited under or upon the Premises; provided, however, that Manager shall be permitted to use those approved substances and materials necessary for maintenance of the Premises as a golf course. Manager further represents and warrants to Owner that Manager shall notify Owner immediately of any environmental proceedings, actions, suits, notices or claims filed by, or received from any governmental or administrative agency or entity. Manager further covenants and agrees with Owner to indemnify and hold harmless Owner, harmless from any and all liability and/or loss, including without limitation any fines, reasonable attorney's fees, and costs of cleanup relating directly or indirectly to any breach of these covenants, representations and warranties by Manager. The representations, warranties and covenants contained in this Section 22.2(c) shall survive the execution of this Agreement.

### **23. PERMITS AND LICENSES**

Manager shall take all steps necessary to maintain in good standing all permits, licenses, registrations and rights relating to the Premises, including but not limited to the liquor license associated with the Premises. In the event this Agreement terminates without the Manager exercising the option, then Manager shall assign to Owner all of its right, title and interest in and to all permits, licenses, registrations and water rights relating to the Premises.

### **24. NOTICES AND ADDRESSES**

All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by either of the following methods: (i) by personal delivery; (ii) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of notice, demand, request, reply or payment the address of Owner shall be:

Hamilton County Recreation  
Director  
2277 North Gold Point Circle  
Hixson, TN 37343

City of Chattanooga  
Attn: Real Property Manager  
101 E. 11th Street, Suite G-4  
Chattanooga, TN 37402  
(423) 643-7502

With copies to:

Hamilton County Attorney's Office  
204 Courthouse  
625 Georgia Avenue  
Chattanooga, TN 37402

City of Chattanooga  
Office of the City Attorney  
100 E. 11th Street, Suite 200  
Chattanooga, TN 37402

For purposes of notice, demand, request, reply or payment the address of Manager shall be:

Creeks Bend Golf Club, Inc.  
Attn: Ira F. Templeton  
5900 Hixson Pike  
Hixson, TN 37343  
creeksbend@aol.com

Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this section.

## **25. INCORPORATION OF DOCUMENTS**

Included in this Agreement by reference are the following documents:

- a. The Request for Proposal and its associated amendments
- b. The Manager's Proposal Response documents and any amendments
- c. Technical Specifications provided to the Manager
- d. All Clarifications and addenda made to the Manager's Proposal Response

- e. The Agreement document and its attachments

In the event of a discrepancy or ambiguity regarding the Manager's duties responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

**26. GOVERNING LAW**

This Agreement and the rights and liabilities of the parties to the Agreement shall be governed by the laws of the State of Tennessee. If any provision of this Agreement is invalidated by judicial decision or statutory enactment, the invalidity of any such provision will not affect the validity of any other provision of the Agreement.

**27. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of Owner and Manager and their respective heirs, representatives, successors and permitted assigns.

**28. ENTIRE AGREEMENT; AMENDMENTS**

This Agreement, its exhibits, and the documents detailed in Section 25 constitute the entire agreement between the parties pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties, oral or written, express or implied, are hereby superseded and merged into this Agreement. Any amendment to this Agreement must be in writing and executed by both parties. It should be understood that the terms and conditions, specifications and requirements of the Request for Proposals (RFP) dated October 1, 2020 and the response to the Request for Proposals dated October 27, 2020, submitted by Creeks Bend Golf Club, Inc. shall take precedent in the event of a conflict between this Agreement and the terms of the RFP and response to the RFP as detailed in Section 25.

**29. RESPECTIVE COSTS**

Other than as specified in this Agreement, each party will pay the respective costs incurred by such party in relation to this Agreement, including but not limited to legal fees and any and all finders' and broker's fees.

**30. HEADINGS**

The titles or headings of the various Sections of this Agreement are intended solely for convenience of reference, and are not intended to modify, explain or place construction upon any provision of this Agreement in any way whatsoever.

**31. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts shall constitute one and the same Agreement.

**32. ATTORNEY'S FEES**

In the event of a dispute which arises directly or indirectly from the negotiation, interpretation or enforcement of this Agreement or any provision thereof, the prevailing party in such dispute shall be entitled to recover from the other party any and all costs and fees, including but not limited to reasonable attorneys' fees, which are incurred in order to protect its rights in the context of such dispute. Payment of attorneys' fees under this Section 32 shall apply whether such dispute is resolved through settlement, arbitration or litigation.

**33. WAIVER**

Any waiver of the breach of any covenant, condition or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or of any other covenant, condition or promise of this Agreement. No waiver shall be deemed to have been given unless given in writing at the addresses set forth herein.

**34. TIME OF THE ESSENCE**

Time is expressly deemed to be of the essence in this Agreement and each and every provision hereof.

*Signatures on following page*

EXECUTED in multiple original counterparts, which constitute the same single Agreement instrument, on the date stated above.

MANAGER:

Creeks Bend Golf Club, Inc.

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Ira F. Templeton

OWNER:

Hamilton County, Tennessee

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Jim M. Coppinger  
County Mayor

City of Chattanooga

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Andy Berke  
City Mayor

EXHIBIT A

CAPITAL IMPROVEMENTS

Description	Estimated Amount	Timeline
Greens Renovations: Ultradwarf Bermuda	\$100,000 - \$130,000	Summer 2021 5-8 weeks for grow in
General Course Clean-up: Sand Traps, Bunkers, irrigation leaks	\$10,000 - \$15,000	ASAP
Equipment: Fairway mower, greens mower with groomers, vertical cutting reels, rough mower pull frame	\$40,000	Spring 2021
Outside Buildings: Painting, repair all rotting wood on Clubhouse replacing decking on porch/deck, repair dumpster area, cleaning & hauling debris from shop area, landscaping	\$50,000 - \$75,000	Summer 2021
Clubhouse: New tables & chairs, furniture for lounge, remove and replace sofas, paint all areas, new carpet, all office supplies, new flooring in Men's room, new Televisions, Supply Pro Shop with Merchandise, Point of Sale System	\$20,000.00 - \$25,000	2021
Cart paths/Parking Lot: Repair/Patch	\$35,000 - \$80,000	2021 / 2022

## EXHIBIT B

### Summary of Insurance Requirements

Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 in the general aggregate
Business Automobile Liability	\$1,000,000
Workers' Compensation	As required by statute in Tennessee
Employer's Liability per occurrence	\$1,000,000
All Risk Property	Replacement costs basis
Host Liquor Liability per occurrence	\$1,000,000
Pollution Legal Liability per occurrence	\$1,000,000
Excess Umbrella Liability	\$5,000,000

Hamilton County and the City of Chattanooga shall be listed as an additional insured on the above required liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of thirty (30) days cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager. The Manager's insurance coverage shall be primary as respects to the City and County and not pro rata. Any coverage (commercial or self-funded) carried by the County or the City shall be excess of Manager's coverage.

## EXHIBIT C

### MAINTENANCE STANDARDS

The following maintenance standards will be the initial guidelines for maintenance at the Moccasin Bend Golf Club. Upon approval by both Owner and Manager, the following standards may be amended at any time:

#### Green Standards:

- Greens will be mowed daily during the growing season. Heights will be determined by weather and grass yielded.
- Greens speed will be measured Wednesday and Friday via the Stimpmeter in order to maintain minimum speed objectives.
- Growth regulator will be applied as an aid to increase green speed, reduce excessive growth and increase turf density.
- Greens will be top dressed as needed for smoothness, firmness and to control thatch. Additional topdressing may be required for preparation of tournament conditions.
- Greens will be aerified once per year during the summer with  $\frac{1}{4}$  inch tines.
- Greens will be irrigated as little as possible to promote deep rooting, drought tolerance, and minimal disease problems. Greens will be firm and the soil dry whenever possible.
- Greens will be checked daily with hole-cups being changed as needed.
- Greens will be monitored throughout the winter months (November to March) to determine if they can remain open for play.
- Greens apron and collars will be maintained with adequate and consistent cushion of rough from collar to bunker.

#### TEES:

The objective is a teeing surface that is smooth, firm, level and without weeds. Tees will be closely mowed.

#### Tee Standards:

- The turf grass quality will take priority over competition from tree roots, shade, and restricted air circulation. Trees will be thinned and pruned on an as needed basis to ensure the highest quality of turf.
- Divots will be attended to daily; accessories will be checked daily for service.
- Tee blocks will be checked daily and changed as needed to utilize the greatest amount of teeing space.

#### PREPARATION FOR DAILY PLAY/ GOLF COURSE SET-UP

The objective is to use various flagsticks and tee block placements that challenge the golfers thinking and maintains quality of turf by spreading wear and reducing stress over various cupping and tee block areas.

#### Course setup:

- Greens will be checked with cups being changed every two days and each day on weekends and holidays.
- Tee blocks will be checked daily and changed as needed to utilize the greatest amount of teeing space. A balance between the tee blocks and flagstick / hole-cup positions will be maintained.

#### FAIRWAYS:

##### Fairway Standards:

- Fairways will be mowed at .5 inch.
- Growth regulators will be used in the summer and fall months to enhance turf density and to reduce irrigation and clippings.
- Fairways will be irrigated for turf grass health only, not for color.
- All necessary chemical applications will be applied as early as possible so as to cause as little interference with play as possible.

#### ROUGH:

The main objective of the rough is to maintain at minimal levels while not compromising the aesthetics, severity of penalty, and speed of play.

##### Rough Standards:

- The rough bordering fairway bunkers will be maintained regularly to maintain proper turf buffer between the bunker and fairway.
- The rough will be mowed at least once a week when actively growing with perimeters of fairways cut a second time if needed.
- Broadleaf weeds will be controlled as needed to promote aesthetics, playability, and uniformity.
- Edges and O.B. areas of course will be mowed monthly: these areas include wooded areas with turf, fence edges, and out of the way native/ meadow areas.

#### BUNKERS:

The objective is to have bunkers with the proper amount of sand and be well distributed without rocks or other loose impediments. The bunkers should aesthetically complement the architect's original design and vision.

##### Bunker Standards:

- The bunkers will be checked daily for smoothness. Raking will consist of hand raking when needed depending on amount of play. Mechanical raking machine will be used periodically (weekly) to loosen compacted sand and to control weeds.
- Stone and debris removal will be tended to daily with regular maintenance.
- The sand depth will be maintained at no less than 4 inches. A report of sand distribution, which includes regular depth measurements, will be included in the Superintendents monthly quality report.

#### TREES:

- Trees in high traffic areas (Club House, walk paths, etc.) will be checked regularly for weak limbs, and hanging limbs and maintained, as necessary.
- Trees will be pruned as time permits.
- Large areas of woods will be thinned to enhance turf quality, aesthetic, and the overall health of the other trees in the area.
- Most tree work will occur in the winter months.

#### PRACTICE AREA

- The practice tee will be mowed twice a week at .5 inch.

#### CARTS:

- The course will be developed and maintained to accommodate cart usage.
- Carts will be expected to use paths wherever possible.
- Rope and signage will be used to direct cart traffic wherever necessary.

#### CLUBHOUSE GROUNDS:

- Flowerbeds will be maintained, edged, and mulched as needed.
- Grass areas will be mowed as needed.
- Entire clubhouse area will be checked daily for trash and other unsightly debris.
- Annuals and perennials will be planted in appropriate areas. Also, an assortment of other planters will be located throughout the area.

#### IRRIGATION SYSTEM AND WATER:

- The turf watering system will be maintained in like new condition.
- The system will be programmed to operate during non-play hours as weather dictates.
- All leaks will be repaired as soon as possible.
- The system's pump station will be inspected prior to season activation.
- Sprinkler heads will be inspected and adjusted to maintain proper watering patterns.
- Irrigation audits will be performed systematically on portions of the golf course each year to assure system efficiency.
- Ponds will be treated to eliminate unwanted odors and aquatic weeds.