MINUTES PARK BOARD REGULAR MEETING MONDAY, NOVEMBER 23RD, 2020 5:30 P.M.

THE PARK BOARD MET IN REGULAR SESSION IN THE COUNCIL CHAMBER, 12 NORTH ROWE STREET, PRYOR, OKLAHOMA AT THE ABOVE-MENTIONED DATE AND TIME.

BOARD MEMBERS: ** BILL KANNEGIESSER, MELINDA MARKS, PAT RICHARD, CASEY KING, LORI SIEVER, CHRIS GRAVES, KEITH SHELBY.

1. CALL MEETING TO ORDER.

Bill Kannegiesser called the Park Board meeting to order at 5:30 p.m. Members present: Bill Kannegiesser, Melinda Marks, Pat Richard, Lori Siever and Chris Graves. Members absent: Casey King and Keith Shelby.

Others present: Mayor Larry Lees, Park Superintendent Frank Powell, Golf Director Dennis Bowman, Merchant Pro Express representative Rod Watkins, P&K Equipment representative Cole Combs, KGT representative Russell Cole, Professional Turf Products representative Ryan Haskins and Terry Aylward.

2. PETITIONS FROM THE AUDIENCE.

There were no petitions.

Kannegiesser moved to Item 11.

11. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING CHANGING CREDIT CARD PROCESSING AT THE PRYOR CREEK GOLF COURSE TO MERCHANT PRO EXPRESS, WHICH CHARGES THE FEES TO THE CONSUMER.

Motion was made by Richard, second by Marks to recommend Council action regarding changing credit card processing at the Pryor Creek Golf Course to Merchant Pro Express, which charges the fees to the consumer. Mr. Watkins explained the process to the Board and stated that the current processing fee charged to the consumer is 3.75%. Legally, it cannot be any greater than 4%. There is a \$45 monthly fee for the service, which will cost approximately \$600 annually, as opposed to \$7,000.00 budgeted. Voting yes: Kannegiesser, Marks, Richard, Siever, Graves. Voting no: none.

Kannegiesser moved back to Item #3.

King arrived at 5:47 p.m.

3. OPEN SEALED BIDS FOR GOLF COURSE EQUIPMENT.

Sealed bids for four (4) pieces of equipment - Fairway mower, Greens Aerator, Deep Tine Aerator and Equipment Lift, were received from three companies: P&K Equipment, Professional Turf Products and Kansas Golf and Turf.

Kannegiesser began by opening the bids for the Fairway mower. Bids received: P&K: \$59,877.72 with options and \$55,951.40 without options; Pro Turf: \$66,289.40 with options and \$61,246.20 without options; KGT: \$60,560.00 with options and \$55,760 without options.

Bids were then opened for the Deep Tine Aerator. Bids received: P&K: \$39,900.00 new and \$35,100.00 for the demonstrator model; Pro Turf: \$27,592.18; KGT: \$10,210.00. The reason for such a drastic difference in cost for this equipment is that P&K and Pro Turf offer a piston-drive engine, and KGT only offers a drum-drive engine, which is much less costly. After discussing these options, it was determined that Bowman needed to be able to do more research on the aerators offered by KGT and Pro Turf, since he was only able to test the John Deere from P&K.

Bids were then opened for the Greens Aerator. Bids received: P&K: \$20,000.00 and Pro Turf: \$35,698.00. KGT does not carry this equipment. All the salesmen in attendance agreed that the Toro presented by Pro Turf is the best Greens Aerator to have.

Bids were then opened for the Equipment Lift. Bids received: P&K: \$6,087.00; Pro Turf: \$7,621.00; KGT: \$6,408.00. All salesmen agreed that they offered the exact same piece of equipment.

4. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING ACCEPTING BIDS FOR GOLF COURSE EQUIPMENT.

Motion was made by King, second by Marks to recommend Council action to accept the bid from P&K for the John Deere Fairway Mower with options in the amount of \$59,877.72. Voting yes: Marks, Richard, King, Siever, Graves, Kannegiesser. Voting no: none.

Motion was made by Richard, second by Graves to table the bids for the Deep Tine Aerator to allow Bowman to do more research on his options. Voting yes: Richard, King, Siever, Graves, Kannegiesser, Marks. Voting no: none.

Motion was made by King, second by Richard to recommend Council action to accept the bid from Professional Turf Products for the Greens Aerator in the amount of \$35,698.00, as in the best interest of the City. Voting yes: King, Siever, Graves, Kannegiesser, Marks, Richard. Voting no: none.

Motion was made by Siever, second by Graves to recommend Council action to accept the bid from P&K Equipment for the Equipment Lift in the amount of \$6,087.00. Voting yes: Siever, Graves, Kannegiesser, Marks, Richard, King. Voting no: none.

5. DISCUSS, POSSIBLY APPROVE THE MINUTES OF THE OCTOBER 26^{TH} , 2020 REGULAR MEETING.

Motion was made by Richard, second by Siever to approve the minutes of the October 26th, 2020 regular meeting. All voted yes.

6. PARK REPORT - SUPERINTENDENT FRANK POWELL:

a. Parks

Powell reported that they have been mowing and mulching. They started putting up the Christmas lights today. He has been working on floodlights and upgrading locks at the Park, in coordination with MUB. The Bobby Buck playground equipment is in, and as soon as Powell knows they will have two good weeks of weather, they will get it installed. They will have a lot of tree-trimming to do this winter. He mentioned that there are ducks everywhere, and right now there is really no way to get rid of them, as long as they have a food source.

b. Cemetery

Powell reported that there are several funerals taking place this week. This winter, they will have quite a bit of tree-trimming to do, as well.

7. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING SEEKING BIDS FOR NEW RESTROOMS AT WHITAKER PARK.

Motion was made by Richard, second by King to recommend Council action regarding seeking bids for new restrooms at Whitaker Park. Powell stated that they have budgeted \$125,000.00 for this project; however, they may go over that amount by a little bit. Voting yes: Graves, Kannegiesser, Marks, Richard, King, Siever. Voting no: none.

8. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING A MONUMENT FOR WHITAKER PARK IN HONOR/MEMORY OF LEO PERRY.

Motion was made by Richard, second by Graves to recommend Council action regarding a monument for Whitaker Park in honor/memory of Leo Perry. Powell provided a rough draft of the design for the bench and stated that it will cost approximately \$850.00. All voted yes.

9. GOLF COURSE REPORT - DIRECTOR DENNIS BOWMAN

Bowman reported that it is a good time for the golf course. He has virtually attended several conferences recently for OTRF, PGA and CEU's. He learned that a golf course is the #1 reason people will come from out of town for recreation. He reported that currently they are \$71,000.00 ahead of this time last year in revenues.

10. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING DECLARING A JOHN DEERE 310C 4X4 ARL-735E BACKHOE AT THE GOLF COURSE SERIAL NO. 29923, ESTIMATED VALUE OF \$4,500.00 SURPLUS AND SELLING IT FOR THE HIGHEST AND BEST SEALED BID.

Motion was made by Richard, second by Marks to recommend Council action regarding declaring a John Deere 310C 4X4 ARL-735E backhoe at the Golf Course Serial No. 29923, estimated value of \$4,500.00 surplus and selling it for the highest and best sealed bid. It was stated that the transmission went out on it and it only drives backwards. Voting yes: Kannegiesser, Marks, Richard, King, Siever, Graves. Voting no: none.

12. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING A 10% INCREASE IN MEMBERSHIP FEES AT THE PRYOR CREEK GOLF COURSE.

Motion was made by Graves, second by Richard to recommend Council action regarding a 10% increase in membership fees at the Pryor Creek Golf Course. Graves and Richard then amended their motion and second to include beginning January $1^{\rm st}$, 2021. Voting yes: Marks, Richard, King, Siever, Graves, Kannegiesser. Voting no: none.

13. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING A DECEMBER SPECIAL AT THE PRYOR CREEK GOLF COURSE FOR A 15-MONTH MEMBERSHIP FOR THE COST OF ONE (1) YEAR.

Motion was made by King, second by Marks to recommend Council action regarding a December special at the Pryor Creek Golf Course for a 15-month membership for the cost of one (1) year. King and Marks then amended their motion and second to specify "new membership at the current rate." Voting yes: Richard, King, Siever, Graves, Kannegiesser, Marks. Voting no: none.

14. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING SCHEDULING A HALLOWEEN HAYRIDE AT THE GOLF COURSE IN OCTOBER 2021 AND FORMING A COMMITTEE TO BEGIN PLANNING PROCESS.

Motion was made by King, second by Marks to recommend Council action regarding scheduling a Halloween Hayride at the Golf Course in October 2021 and forming a committee to begin planning process. All voted yes.

15. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING SEEKING BIDS FOR REPAIR OF THE CART BUILDING AND MAINTENANCE BUILDING AT THE GOLF COURSE.

Motion was made by Graves, second by Richard to recommend Council action regarding seeking bids for repair of the cart building and maintenance building roofs at the Golf Course. Bowman stated that they received approximately \$7,200.00 from an insurance claim for the maintenance building roof, which will go toward this cost. Mayor made the recommendation before a motion was made to specify this repair is for roofs. All voted yes.

16. PRESENTATION AND DISCUSSION REGARDING PRYOR CREEK GOLF COURSE 5-YEAR BUSINESS PLAN.

No action. This item will be brought back at the next meeting for discussion and comments.

17. ACTION ITEMS:

No action items were presented.

18. UNFORESEEABLE BUSINESS. (Any matter not reasonably foreseen prior to posting the agenda.) There was no unforeseeable business.

19. ADJOURN.

Motion was made by Siever, second by King to adjourn at 8:50 p.m. All voted yes.

authorized to make contractual obligations.

- b. Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)
- c. All warranty information.

III. SPECIFICATIONS FOR Deep Tine Aerator

Item #1 Minimum Requireme			1.1	ks
		oro	J.D.	
Minimum depth: 8"	4"			
Minimum Working Width: 63"	60"			
Rear roller: Required				.,,, C
Maximum HP required: 40HP PTO (tractor limitations) Ma	aximum		Pactro
tractor lifting capacity required: 31	30lbs Minimum weigh	t	T.	D. 1/2
(durability): 2000lbs.				10 /000
Minimum productivity at 2.5" spacin	ng: 26,000sq ft/hr N	lust have 4"	spacing 26,0	D. 2/2 Toro 48,000 per
ability to run ¾" x 8" Solid Tine mini	mum Capable of deptl	n and		
heave angle adjustments without to	ols	9		
Aerator Speed:	_8 mph		2	
One set of Tines for % inch by 1	1 inch 3/4"x4"	yes	yes	
One set of Tines for % inch by 9	inch 3/4" x4"	yes	yes	
Technical Service Manual Comp		thas	yes	
TRAINING ON HOW TO USE and	ı	yes yes		
Maintain: Yes V6	s yes	1		
All freight and on-site pre-char	ges should Comply	/Show yes	yes V	es

Delivery Requirements

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible. Estimated delivery: 30 days

Service

Requirements

LIST Warranty On Parts and Labor: 2 years. 2 year 500 hours

lyear JD.

BID PROPOSAL – SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

1 Deep Tine Aerator as specs \$10,210.00

Tor. \$ 27,592 J.D. \$ 39,900 35,100 Demo



AER-8 AERIFIER

Rolling Aeration Taken to a New Level

- Available in 60" (152 cm) and 78" (198 cm) widths, either pull-type or 3-point hitch mounted frame styles. The pull-type kit can be outfitted with hydraulic lines directly to the tow vehicle or with an electric/hydraulic power pack. The power pack includes a remote control to the driver's seat and a battery-charging cable to maintain charge in the battery through repeated use.
- The Smithco Aer-8 Aerifier includes electrically welded high-strength agricultural steel frame and horizontal water ballast tank.
- Four-tine reel options to quickly change your aeration patterns as weather and turf conditions dictate.









5701 N Chuzy Drive, Wichita, KS 67219 PH (316) 267-9111

Delivery Requirements

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible. Estimated delivery: 2/1/2021

Service

Requirements

Suppliers must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No____Yes_____

LIST Warranty On Parts and Labor:

BID PROPOSAL – SUBMITTAL PAGE EQUIPMENT FOR PRYOR CREEK GOLF COURSE ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

1 Deep Tine Aerator as specs \$ 27,592.18

authorized to make contractual obligations.

- Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)
- c. All warranty information,

III. SPECIFICATIONS FOR Deep Tine Aerator

Item #1 Minimum Requirement Bidder's Response Please fill in the Blanks

Minimum depth: 8"
Minimum Working Width: 63"
Rear roller: Required
Maximum HP required: 40HP PTO (tractor limitations)
Maximum tractor lifting capacity required: 3130lbs
Minimum weight (durability): 2000lbs.
Minimum productivity at 2.5" spacing: 26,000sq ft/hr
Must have ability to run $\frac{1}{2}$ " \times 8" Solid Tine minimum
Capable of depth and heave angle adjustments without tools
Capable of depth and heave angle adjustments without tools Aerator Speed; 48,000 Sq. Ft. per hour at 500 RPM at 4" Spacing One set of Tines for % inch by 11 inch Optional
Aerator Speed: 48,000 Sq. Ft. per hour at 500 RPM at 4" Spacing One set of Tines for % inch by 11 inchOptional
Aerator Speed; 48,000 Sq. Ft. per hour at 500 RPM at 4" Spacing One set of Tines for % inch by 11 inch Optional
Aerator Speed: 48,000 Sq. Ft. per hour at 500 RPM at 4" Spacing One set of Tines for % inch by 11 inch Optional One set of Tines for % inch by 9 inch Optional



ProCore SR Series

DEEP-TINE AERATORS

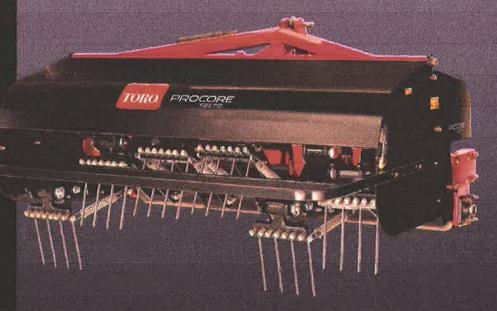
FEATURES

Deep-tine aerfication relieves soil compaction at lower soil levels than typical aerification. The tines fracture the soil creating channels through the root zone allowing oxygen, water and critical nutrients to penetrate deep into the soil profile.

- Multiple high-performance units for a wide variety of aeration applications
- Aeration widths of 54 -73 (1.37 m 1.85 m)
- · Aeration depths to 16" (40.6 cm)
- Hydraulic depth control makes setting aeration depth easy
- Solid and coring tines available for your specific aeration application

Reduce soil compaction for healthier turf.

Produce Sit Series deep time sensors allertate subsurface and compaction, helping to create an environment for built to brive. These durable and time-tested products are capable of withstanding the most extreme seration conditions. True highly ought procession machines to conduct, heavy duty madeines to break up solion even the most compact surfaces, the ProCore SR Series deep time serators are the utilinate choice for performance and equality.



The deep-tine difference.

Typical Aerification Deep-Tine Aerification

Companion Lype

bacis urrec

Soil Fracturing

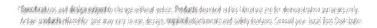
Call your Toro distributor at 800-803-8676



ProCore' SR Series Specifications'

	PROCORE \$954 MODEL (1993)	PROCOPE SNS4 S MODEL 09932	PROCORE SE78 MODEL 09933	PROCOST SR70-S MODEL 09934	PROCESSE \$277 MODEL 09935
WEIGHT WEIGHT	1,165 (bs. (528 kg)	1,250 lbs. (547 kg)	1,500 lbs (667 kg)	1,655 (ks. 1750 kg)	2.991 ths. 1945 kg/
WORKING WIDTH	54* (1.37 m)	94" (127 m)	77 (185 av)	77° (1.85 m)	(1 83 as)
WORKING DEPTH (ADJUSTABLE)	(25-250 mm)	(25-250 pm)	1" - 10" (26-250 a.m.)	(15-256 npp)	(25 40 t mm)
HOLE SPACING	25 = 4 (64-192 mm)	25 - 4 (66-192 mp)	2.5" = 4" (44-102 mm)	25 = 4 (64-192 mm)	3" - 6" (76-159 nu
PRODUCTIVITY	26,000 so ft.Au (3,345 so, milur)	36,990 sq.fi./hr. (3,345 sq. milw)	68.000 sq.ft./far. (6.660 sq. milar.)	48,000 sq. (L/Ar. (4,460 sq. m/kr.)	38,000 sq ± /br (3,520 sq, ar/br)
ECOMMENDED TRACTOR SIZE	16-16 #	移静	25-35 IF	25-65 柳	药胂
ECOMMENDED LIFT CAPACITY	1,200 lbs. (662 kg)	1.50% lbs. (<i>UN</i> 2 kg)	1,700 (bs. (770 kg)	1,600 lbs. (617 kg)	2.695 lbs. (1,279 kg)
RECOMMENDED COUNTER WEIGHT	150 lbs (79 kg)	150 iks. (70 kg)	250 No (115 Ng)	250 No. (115 kg)	309-500 lbs (135-225 kg)
RECOMMENDED PTO SPEED	400-509 (pn	400-500 (911)	400-500 (pre	409-500 rpp	490-500 ram
ACTUAL WORKING SPEED @ 488 PTO RPM (VARIES WITH HOLE SPACING)	1.5-2.5 mph (2.41 - 4.92 kph)	1.5 -2.5 mph 12.41 - 4.62 kphi	1.5-2.5 sys) (2.41 - 4.92 kph)	1,5-2,5 mph 1241 = 4,02 kph)	48-15 mph (129 = 2.41 kph)
LIFT SYSTEM	Std: 8-point	Std. 3-point	Sid. 3-point	Std. 3-point	Sid ?-point
CERTIFICATION	150 4254-57494 CE and EU or	chinery directions			
WARRANTY	Two-year or 500-boar limited w	ramanty. Refer to Operator's Manua	al for farther details		

who were something	PROCODE SE SENES ACCESSORES
	REAR ROLLER OFFICIALS
09952	Rear Roller Kir for Prof. or: SRS4 / SRS4S
09953	Rem Roller No. for ProCoto SR70 / SR705
09954	Roar Roller Kir. for ProCore \$872







Professional Turf Products, L.P.

2201 N Beech Ave Broken Arrow, OK 74012 Ryan Haskins (918) 630 3461 haskinsr@proturf.com



Ship To	Pryor Creek Golf Course	Date:	11/17/2020
Bill To		Tax Rate	
Contact	Dennis Bowman	Destination	1,50%
Address	724 E. 530 St., Pryor Creek, OK 74361	Trade-in	SHINGHEST STATE OF THE STATE OF
		Finance	
Phone	(918) 825 3056	Account Type	STD
Email			Q57363
Comments:	Oklahoma State Contract Pricing SW-190		

Proposal					
Qty	Model #	Description	Unit		Extended
7	09953	Rear Roller SR70-S Toro SR70-S Deep Tine Aerator		\$	27,184.4
		SubTotal		\$	27,184.4
		Destination		\$	407.7
		Tax (Estimated)			not incli

TOTAL

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

- 1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
- 2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed,
- 3. Pricing, including finance options, valid for 30 days from time of quotation.
- 4. Payments by Credit Card are subject to convenience fee,
- 5. After 30 days all prices are subject to change without notice.
- 6. Used and Demo equipment is in high demand and availability is subject to change,
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute,
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- 7. "Trade in Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.

27,592.18

- 2. All returns must be able to be sold as new,
- 3. Items missing parts are non returnable,
- 4. Professional Turf Products will have sole discretion as to the resalable condition of the product,
- 5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors,

Payment:

- 1. Terms are net 10 unless prior arrangements have been made.
- 2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
- D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process,
- 3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
- 4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.

 This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

	Date:

November 16, 2020

City of Pryor, Dennis Bowman

12 North Rowe St.

Pryor, OK 74361

Phone: 9188253056

Dear City of Pryor,

Professional Turf Products- Broken Arrow would like to thank you for this opportunity to provide a quote for the Toro equipment designed to fit your needs. We are confident that Toro products will be an excellent solution for your unique application.

When you purchase your Toro equipment with Professional Turf Products- Broken Arrow, you can be assured that our dedicated staff is available to help any way we can – your satisfaction is our priority.

Your customized quote is detailed on the following pages. We hope this will assist you in making the best decision possible. We appreciate the time you took in providing us with the information needed to customize the Toro equipment best suited for you.

As you review our proposal, please feel free to contact us if you have any questions. We would be happy to assist you in any way we can.

It has been a privilege to provide this quote to you and we believe Toro is an excellent product that will exceed your expectations for years to come.

Thank you,

Ryan Haskins, Account Executive

Professional Turf Products- Broken Arrow

Phone: 9186303461

askinsr@proturf.com

References

John Babe, GCS
Forest Ridge Golf Club

Phone: 9186058118

Brady Finton, GCS

Tulsa Country Club

Phone: 9188522408

Dan Robinson, GCS

The Oaks Country Club

Phone: 9187246053

Chris Cook, GCS

Bailey Ranch Golf Club

Phone: 9182721175

Devin O'neil, GCS

The Golf Club of Oklahoma

Phone: 4058220927

Jeremy Dobson, GCS

The Patriot Golf Club

Phone: 9188103057

Scott Schurman, GCS

LaFortune Park Golf Course

Phone: 3082400606

REQUESTS FOR PROPOSALS FOR A DEEP TINE AERATOR FOR THE CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA

I, PURPOSE AND SCOPE

The City of Pryor, OK (hereafter "City") seeks Proposals for the Purchase of Deep Tine Aerator for the Pryor Creek Golf Course.

The point of contact for this RFP is Dennis Bowman, Director of Golf at 918-825-3056.

The RFP process should result in the City purchasing One (1) new Deep Tine Aerator.

II. SUBMITTALS

One (1) copy of the **Sealed** proposal will be received until Monday 23rd of November at: 2:00pm at Pryor Creek City Hall to Darla Coats.

Park Board Meets Monday November 23, 2020 at 5:30pm at City Hall to open Sealed bids. Please be present to answer any questions.

12 North Rowe St.

Pryor, Ok 74361

ATTN: Darla Coats, Golf Course Bid

A. Proposals are to be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts and oversize exhibits are permissible.

B. Proposals must include:

a. Cover Letter: signed by the proposing representative

Delivery Requirements

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible. Estimated delivery: New Net 30

Service

Requirements

Suppliers must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No______

LIST Warranty On Parts and Labor:

11/600-

BID PROPOSAL - SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

1 Deep Tine Aerator as specs \$ New \$ 39900

Demo \$ 35,100

authorized to make contractual obligations.

b. Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)

c. All warranty information.

Minimum depth: 8"

III. SPECIFICATIONS FOR Deep Tine Aerator

Item #1 Minimum Requirement Bidder's Response Please fill in the Blanks

Minimum Working Width: 63"
Rear roller: Required
Maximum HP required: 40HP PTO (tractor limitations)
Maximum tractor lifting capacity required: 3130lbs
Minimum weight (durability): 2000lbs.
Minimum productivity at 2.5" spacing: 26,000sq ft/hr
Must have ability to run ¾" x 8" Solid Tine minimum
Capable of depth and heave angle adjustments without tools
Aerator Speed:
One set of Tines for % inch by 11 inch
One set of Tines for % inch by 9 inch
Technical Service Manual Comply
Technical Service Manual Comply
TRAINING ON HOW TO USE and Maintain:





Quote Summary

Prepared For:

PRYOR CREEK GOLF COURSE 724 E 530 PRYOR, OK 74361 Business: 918-825-3056 bowmand@pryorcreek.org

Prepared By:

22654695

28 August 2020

Cole Combs

Thank you - we appreciate your business!

Prices listed include all applicable bonuses & rebates.

WARRANTY INFORMATION: FOR NEW EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR USED EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

By signing below, the customer acknowledges that he/she has received a copy of the operator's manual for new equipment.

P & K Equipment, Inc. 604 Eastgate Street Stillwater, OK 74074 Phone: 405-743-4050 ccombs@pkequipment.com

Last Modified On: 20 November 2020 Expiration Date: 30 September 2020

Quote Id: **Created On:**

Equipment Summary	Selling Price	Qty		Extended
WIEDENMANN TERRA SPIKE XF6	\$ 39,900.00 X	1	=	\$ 39,900.00
				4 00 000 00
Equipment Total				\$ 39,900.00
	Quote Summary			
	Equipment Total			\$ 39,900.00
	SubTotal			\$ 39,900.00
	Est. Service Agreement T	ax		\$ 0.00
	Total			\$ 39,900.00
	Down Payment			(0.00)
	Rental Applied			(0.00)
	Balance Due			\$ 39,900.00

Salesperson : X Accepted	3y : X	
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Selling Equipment



Quote Id: 22654695

Customer: PRYOR CREEK GOLF COURSE

WIEDENMANN TERRA SPIKE XF6				
Hours: Stock Number:	0			
				Selling Price
				\$ 39,900.00
	Description	Qty	Unit	Extended
	TERRA SPIKE XF6	1	\$ 42,000.00	\$ 42,000.00
	Suggested Price			\$ 42,000.00
11 / - 1 - 1	Custo	omer Discounts		
_	Customer Discounts Total		\$ -2,100.00	\$ -2,100.00
Total Selling Pr	ice			\$ 39,900.00





Quote Summary

Prepared For:

PRYOR CREEK GOLF COURSE 724 E 530 **PRYOR, OK 74361** Business: 918-825-3056 bowmand@pryorcreek.org

Prepared By:

Cole Combs P & K Equipment, Inc. 604 Eastgate Street Stillwater, OK 74074 Phone: 405-743-4050

ccombs@pkequipment.com

Thank you - we appreciate your business!

Prices listed include all applicable bonuses & rebates.

Quote Id:

22654695

Created On:

28 August 2020

Last Modified On: 20 November 2020

Expiration Date: 30 September 2020

WARRANTY INFORMATION: FOR NEW EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR USED EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER **EXPRESSED OR IMPLIED.**

By signing below, the customer acknowledges that he/she has received a copy of the operator's manual for new equipment.

Equipment Summary	Selling Price	Qty		Extended
WIEDENMANN XF6 DEMO - 1040860XF10181030	\$ 35,100.00 X	1	=	\$ 35,100.00
Equipment Total				\$ 35,100.00
	Quote Summary			
	Equipment Total			\$ 35,100.00
	SubTotal			\$ 35,100.00
	Est. Service Agreement T	ax		\$ 0.00
	Total			\$ 35,100.00
	Down Payment			(0.00)
	Rental Applied			(0.00)
	Balance Due			\$ 35,100.00

Salesperson : X	Accepted By : X
Jaiesperson . A	Accepted by . A



Selling Equipment



Quote Id: 22654695

Customer: PRYOR CREEK GOLF COURSE

	WIEDENMANN XF6 DEM	O - 1040860	XF10181030	
Hours:	0			
Stock Number:	1012768			
				Selling Price
				\$ 35,100.00
	Description	Qty	Unit	Extended
	XF20/6 TERRA SPIKE 160/63"	1	\$ 42,000.00	\$ 42,000.00
	Suggested Price			\$ 42,000.00
CONTRACTOR OF THE PARTY OF THE	Customer	Discounts		1 - 100
	Customer Discounts Total		\$ -6,900.00	\$ -6,900.00
Total Selling Pr	ice		11 41-4	\$ 35,100.00

REQUESTS FOR PROPOSALS FOR A DEEP TINE AERATOR FOR THE CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA

I. PURPOSE AND SCOPE

The City of Pryor, OK (hereafter "City") seeks Proposals for the Purchase of Deep Tine Aerator for the Pryor Creek Golf Course.

The point of contact for this RFP is Dennis Bowman, Director of Golf at 918-825-3056.

The RFP process should result in the City purchasing One (1) new Deep Tine Aerator.

II. SUBMITTALS

One (1) copy of the **Sealed** proposal will be received until Monday 23rd of November at: 2:00pm at Pryor Creek City Hall to Darla Coats.

Park Board Meets Monday November 23, 2020 at 5:30pm at City Hall to open Sealed bids. Please be present to answer any questions.

12 North Rowe St.

Pryor, Ok 74361

ATTN: Darla Coats, Golf Course Bid

A. Proposals are to be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts and oversize exhibits are permissible.

B. Proposals must include:

a. Cover Letter: signed by the proposing representative

REQUESTS FOR PROPOSALS FOR A GREENS AERATOR FOR THE CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA

I. PURPOSE AND SCOPE

The City of Pryor, OK (hereafter "City") seeks Proposals for the Purchase of Greens Aerator for the Pryor Creek Golf Course.

The point of contact for this RFP is Dennis Bowman, Director of Golf at 918-825-3056.

The RFP process should result in the City purchasing One (1) new Greens Aerator.

II. SUBMITTALS

One (1) copy of the Sealed proposal will be received until Monday 23rd of November at: 2:00pm at Pryor Creek City Hall to Darla Coats.

Park Board Meets Monday November 23, 2020 at 5:30pm at City Hall to open Sealed bids. Please be present to answer any questions.

12 North Rowe St.

Pryor, Ok 74361

ATTN: Darla Coats, Golf Course Bid

A. Proposals are to be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts and oversize exhibits are permissible.

B. Proposals must include:

a. Cover Letter: signed by the proposing representative

November 16, 2020

City of Pryor, Dennis Bowman

12 North Rowe St.

Pryor, OK 74361

Phone: 9188253056

Dear City of Pryor,

Professional Turf Products- Broken Arrow would like to thank you for this opportunity to provide a quote for the Toro equipment designed to fit your needs. We are confident that Toro products will be an excellent solution for your unique application.

When you purchase your Toro equipment with Professional Turf Products- Broken Arrow, you can be assured that our dedicated staff is available to help any way we can – your satisfaction is our priority.

Your customized quote is detailed on the following pages. We hope this will assist you in making the best decision possible. We appreciate the time you took in providing us with the information needed to customize the Toro equipment best suited for you.

As you review our proposal, please feel free to contact us if you have any questions. We would be happy to assist you in any way we can.

It has been a privilege to provide this quote to you and we believe Toro is an excellent product that will exceed your expectations for years to come.

Thank you

Ryan Haskins, Account Executive

Professional Turf Products- Broken Arrow

Phone: 9186303461

haskinsr@proturf.com

References

John Babe, GCS
Forest Ridge Golf Club
Phone: 9186058118

Brady Finton, GCS

Tulsa Country Club

Phone: 9188522408

Dan Robinson, GCS

The Oaks Country Club

Phone: 9187246053

Chris Cook, GCS

Bailey Ranch Golf Club

Phone: 9182721175

Devin O'neil, GCS

The Golf Club of Oklahoma

Phone: 4058220927

Jeremy Dobson, GCS

The Patriot Golf Club

Phone: 9188103057

Scott Schurman, GCS

LaFortune Park Golf Course

Phone: 3082400606



ProCore 648

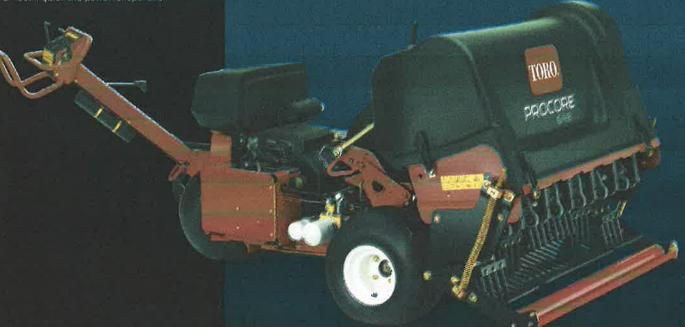
POWERED GREENS AERATOR

FEATURES

- Exclusive wheel placement prevents crushing cores and running over freshly aerated (urf
- Productive —aerate 18 greens in about 7 hours
- · Exceptional hole quality
- TrueCore: ground-fallowing system ensure depth consistency in undulations
- *RotaLink* delivers superior hole quality
- Series/Parallel 3-wheel drive system
- · Smooth, quiet and powerful operation

The gold standard of greens aeration.

The Toro ProCore 648 aerator, with its efficient 48" (122cm) aeration swath, delivers maximum productivity and exceptional aeration. From the innovative wheel placement within the aeration path to the TrueCore "ground-following system that maintains consistent aeration depth, the ProCore 648 sets the standard in greens aeration. The six precision-balanced coring heads make aerating remarkably smooth. Efficient, productive and innovative—that's what makes the ProCore 648 the superior choice.



Call your Toro distributor at 800-803-8676

BY NORDIC PLOW



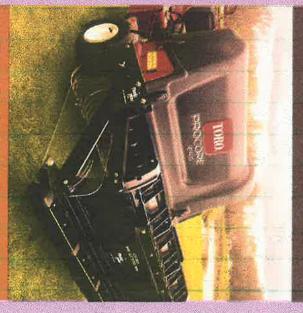




CORE SOLUTIONS

"Cut my aeration time in half!"

BY NORDIC PLOW"



The Solution to Clear Aerated Cores From Greens, Tee Boxes, Fairways and All Sports Turf Fields

ALSO TITS LUSSO NAPTPCOAS

CORE SOLUTIONS

BY NORDIC

PLOW

GA" CORE SOLUTION" . BUNKER RAKES



Core Solution Line Video Links

Toro 648 on Green

Toro 648 on Tee Box









Toro 648 on











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Toro Greensmaster Flor

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John Deere® 180 & 220

MAP-TEM

Dore Solution for the Tore

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Date Solution for the John Deere® 1200A Dote Solution for Smither and Jacobsens

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Date Schullon for John Deare Hydro Core Solution for Total Sand Place 3040 Core School for Tolos Sand Pros SOAR

SmithCo Sand Star on Outfield Grass Video Link



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Who-Can MAP-IDACTION MAP-IPORC

Core Solution for John Deers® Aeroore 1500 One Solution for Verti-Drain Time Solution for Toron Procore 364











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#47 W 13 18 Come Solution for the John Deare® 2800 Come Solution for the Toro 3150 SA COM SOLUTION - TRI-PLEX MONDRE

Toro 3150 on Green















Professional Turf Products, L.P.

2201 N Beech Ave Broken Arrow, OK 74012 Ryan Haskins (918) 630 3461 haskinsræproturf.com



Ship To	Pryor Creek Golf Course	Date: 11/17/2020	
Bill To		Tax Rate	
Contact	Dennis Bowman	Destination 1.50%	
Address 724 E. 530 St., Pryor Creek, OK 7436	724 E. 530 St., Pryor Creek, OK 74361	Trade-In	
		Finance	
Phone	(918) 825 3056	Account Type STD	
Email		QMS: ID Q57363	- W - 0.
Comments:	Not Available for Oklahoma State Contract Pricing SV	/-190	

Pro	posa	Ì
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Qty	Model #	Description		Unit	Extended
16	09200	ProCore 648	\$	30,470.00	\$ 30,470.00
3	09736	Mini-tine Head Set (2 rows of 5)	8	233.00	\$ 699.00
3	09796	4 Tine 3/4 Inch Head Set	\$	237.00	\$ 711.00
2	120-1045	Guard-Turf, 4 Tine, Short	\$	49.39	\$ 98.78
1	120-1046	Guard-Turf, 4 Tine, Long	\$	75.87	\$ 75.87
2	120-1047	Guard-Turf, Mini Tine, Short	\$	68.86	\$ 137.72
1	120-1052	Guard-Turf, Mini Tine, Long	\$	82.07	\$ 82.07
1	09234	Rear Roller Kit	\$	926.00	\$ 926.00
		Toro ProCore 648			\$ 33,200,44
1	NAP-TPC648	PC648 Core Solution 48" Greens with Brushes	\$	1,970.00	\$ 1,970.00
		Nordic Plow Core Collector			\$ 1,970.00

SubTotal	\$ 35,170.44
Destination	\$ \$27.56
Tax (Estimated)	Not Included
TOTAL	\$ 35,698,00

Comments:

For all New Equipment, Demo units may be available for up to 20% savings. For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

- 1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value,
- 2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
- 3. Pricing, including finance options, valid for 30 days from time of quotation.
- 4. Payments by Credit Card are subject to convenience fee.
- 5. After 30 days all prices are subject to change without notice.
- Used and Demo equipment is in high demand and availability is subject to change.
- A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
- B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
- C, PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- 7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made,

Returns Policy:

- 1. All returns are subject to restocking, refurbishing, usage, and shipping fees,
- 2. All returns must be able to be sold as new.
- 3. Items missing parts are non returnable.
- 4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
- 5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

- 1. Terms are net 10 unless prior arrangements have been made.
- 2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required,
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation,
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process,
- 3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices,
- 4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _		Date	
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REQUESTS FOR PROPOSALS FOR A GREENS AERATOR FOR THE CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA

I. PURPOSE AND SCOPE

The City of Pryor, OK (hereafter "City") seeks Proposals for the Purchase of Greens Aerator for the Pryor Creek Golf Course.

The point of contact for this RFP is Dennis Bowman, Director of Golf at 918-825-3056.

The RFP process should result in the City purchasing One (1) new Greens Aerator.

II. SUBMITTALS

One (1) copy of the **Sealed** proposal will be received until Monday 23rd of November at: 2:00pm at Pryor Creek City Hall to Darla Coats.

Park Board Meets Monday November 23, 2020 at 5:30pm at City Hall to open Sealed bids. Please be present to answer any questions.

12 North Rowe St.

Pryor, Ok 74361

ATTN: Darla Coats, Golf Course Bid

A. Proposals are to be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts and oversize exhibits are permissible.

B. Proposals must include:

a. Cover Letter: signed by the proposing representative

authorized to make contractual obligations.

- b. Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)
- c. All warranty information.

III. SPECIFICATIONS FOR Greens Aerator

Item #1 Minimum Requirement Bidder's Response Please fill in the Blanks
Engine 2 Cylinder air cooled :HP minimum is 23hp:
Electrical: • "Reverse" Warning Comply
• Fuel Tank Capacity Show
• Fuel Gauge Show
Hour Meter Comply
Aerator Speed: 3.5 mph
Transport Speed: 3.5 mph
Hydraulic System:
Drivetrain: H gears
Dimensions: 131216 H 4412 W 582 L 8419
Windrower Kit:
Tire Scrapers:
Rear Roller Kit:
Tines set up for quad mini tines (10)
One complete set of mini tines included
One complete set of ½ inch hollow core tines included
One complete set of % inch hollow core times included

Tines set up for four (¾) inch mounts
Core Solution Attachment or Similar:
Technical Service Manual Comply
TRAINING ON HOW TO USE and Maintain:
All freight and on-site pre-charges should Comply/Show
Delivery Requirements
Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible. Estimated delivery: Nz+ 30
Service Requirements
Suppliers must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No
LIST Warranty On Parts and Labor:
2 Years.

BID PROPOSAL – SUBMITTAL PAGE EQUIPMENT FOR PRYOR CREEK GOLF COURSE ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

1 Greens Fairway Aerator as specs \$ 20,000





Quote Summary

Prepared For:

PRYOR CREEK GOLF COURSE 724 E 530 PRYOR, OK 74361

Business: 918-825-3056 bowmand@pryorcreek.org

Prepared By:

Cole Combs P & K Equipment, Inc. 604 Eastgate Street Stillwater, OK 74074 Phone: 405-743-4050

Thank you - we appreciate your business!

Prices listed include all applicable bonuses & rebates.

WARRANTY INFORMATION: FOR NEW EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR USED EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

By signing below, the customer acknowledges that he/she has received a copy of the operator's manual for new equipment.

ccombs@pkequipment.com

Quote Id: 22654695

Created On: 28 August 2020
Last Modified On: 20 November 2020
Expiration Date: 30 September 2020

Equipment Summary	Selling Price	Qty		Extended
JOHN DEERE Aercore 800 Aerator	\$ 20,000.00 X	1	=	\$ 20,000.00
Equipment Total				\$ 20,000.00
	Quote Summary			
	Equipment Total			\$ 20,000.00
	SubTotal			\$ 20,000.00
	Est. Service Agreement	Гах		\$ 0.00
	Total			\$ 20,000.00
	Down Payment			(0.00)
	Rental Applied			(0.00)
	Balance Due			\$ 20,000.00

Salesperson : X	Accepted By : X



Selling Equipment



Quote Id: 22654695

Customer: PRYOR CREEK GOLF COURSE

JOHN DEERE Aercore 800 Aerator				
Hours: Stock Number:				
Stock Number.				Selling Price
				\$ 20,000.00
	Description	Qty	Unit	Extended
	Aercore 800 Aerator	1	\$ 23,639.00	\$ 23,639.00
i a sirina	Standard Options	- Per Unit	To the state of the state of	
	United States and Canada	1	\$ 0.00	\$ 0.00
	All Other Countries (English / Spanish)	1	\$ 0.00	\$ 0.00
	Windrow Attachment	1	\$ 403.00	\$ 403.00
	Mini Tine Kit, Tines with 7/8 In. (22.2mm) Mounting Diameter	1	\$ 842.00	\$ 842.00
	Standard Options Total			\$ 1,245.00
	Suggested Price			\$ 24,884.00
	Customer Disc	counts	7. T. J. M. W. B.	or of the TOY
	Customer Discounts Total		\$ -4,884.00	\$ -4,884.00
Total Selling Pr	rice			\$ 20,000.00

Proposal prepared for:

Dennis Bowman

Pryor Creek Golf Course

foreUP



Proposal created by:

Jordan Neilson foreUP Golf Software

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foreUP License Terms and Conditions

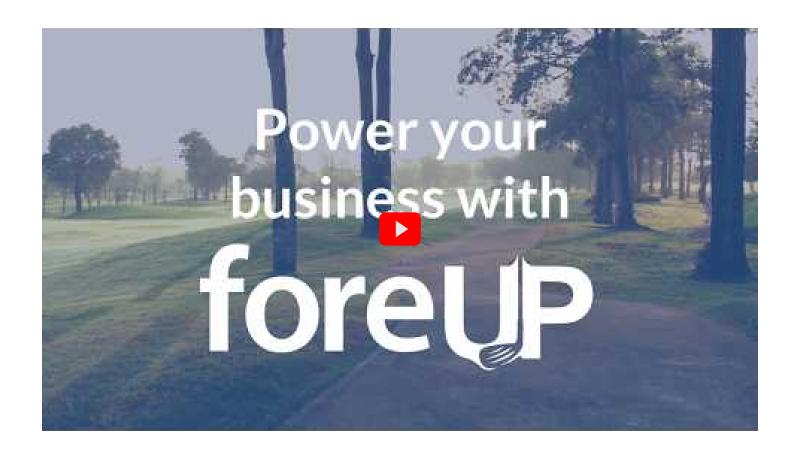
Who We Are

Smarter Golf Course and Club Management Software

Business is evolving, and you need software that keeps the pace. With foreUP, you get modern software as well as an innovative, responsive technology partner. Now you can simplify all your front and back office operations, while delivering unparalleled guest experiences. Welcome to business done better.



Get just what you need. We'll customize a solution for you based on your needs.



Testimonials



"We are beyond impressed with the relationships we have built with the team at foreUP. It is obvious they really care about us and our success, which is refreshing in this industry. They are always available to us and work to enhance their software every day. We couldn't be happier with it!"

"By far the best customer service experience with their support team! Easy to use software. Easy to use. Fast for golfers and staff. Any member of our staff can check a golfer in with ease. Online tee times is very user friendly."





"We love foreUP. From day one, we've been impressed with their team and their dedication to our success. The software has given us efficiency and tools we have never had access to before, including a great online booking system that has streamlined our online operations. We are thrilled to be working with them and look forward to a very strong partnership."

Products and Services

Tee Sheet

Point of Sale

Email / Text Marketing

Website

Member Billing

Food & Beverage

Implementation

- · Cloud Based Tee Sheet, Anywhere Access
- · Text & Email Golfers Anytime From Tee Sheet
- · Live Online Web Booking, Configurable by Player Type
- · Event, League, Outing Management, Cart Signs
- Automated Player Reminders
- · Easy Point/Click, Drag/Drop Interface
- · Customer Dashboard w/ Photo ID & Sales History
- Seamless Management of All Pro Shop & Bar/Grill Sales
- Pre-Authorization of Credit Cards to Hold Tabs
- Integrated, Tiered Loyalty Program, Customizable by Item/Dept
- Layered Tournament/Shop Credit Capability
- · Complex Pass Program with Customizable Parameters
- Integrated Time & Attendance (Time Clock Mgmt)
- Easily Design and Send Email AND Text Message Campaigns
- Full Marketing Automation, Unlimited Sends
- Fully Integrated Email and Texting Based on Play & Purchase Behavior Patterns
- Pre-Built Templates for Ease of Use
- Full Send and Open Analytics, Google Analytics Compatible
- Dedicated Website Support Line
- Full Website Build
- All Builds are Completely Computer, Tablet, and Mobile Friendly
- Website Hosting
- Regular Updating and Monitoring of Website
- · Easily Manage Automatic Member/Dues Payments and A.R
- Ability to Auto-Bill to Card on File OR Checking Account (ACH 1% Fee)
- Multiple Layers of Billing (Daily, Weekly, Monthly, Quarterly, Ann)
- Customizable Food & Beverage Minimum Tracking
- Easy Online Member Bill Pay / Statement Viewing
- Optimized for Tablet/Tableside (Apple or Android)
- Easily Split Tabs, Split Shareable Items
- Custom Menus with Timed Events (Happy Hours)
- Customization of Buttons/Layers (Colors, Etc)
- Customizable Table Mapping
- Pre-Authorization of Credit Cards to Hold Open Tabs
- Includes Full System Setup/Buildout
- Includes Full Data Migration from Previous System
- · UNLIMITED Training Sessions Over Time

Proposal/Pricing

Name		Price
Tee Sheet (Pro)		\$150.00
Point of Sale (Pro)		\$170.00
Marketing (Pro)		\$80.00
Member Billing (Pro)		\$50.00
Website (Pro)		\$110.00
Custom Golf Course App		\$220.00
	Subtotal	\$780.00
	Discount	\$0.00
	Total	\$780.00

Name		Price
Professional Services		\$450.00
One Time Set Up Fee		
	Subtotal	\$450.00
	Discount	\$0.00
	Total	\$450.00

Agreement

Selec	t Your Pricing Option	Terms
	Monthly Cash Payment	\$780.00 / Mo
	(See Section 6.1)	
	Inventory Exchange	1 Tee Time / Day
	 (See Section 6.3) Max 4 players per trade sold each day (1-4 possible) Max 30% discount on trade times Only sold on course website in shopping cart (not promoted) No accumulation/rollover if unsold for a given day 	

License Agreement

This License Agreement (this "Agreement") is made and entered into effective as of the date of the last signature set forth below (the "Effective Date"), by and between Golf Compete, Inc., a Delaware corporation doing business as Licensor ("Licensor") and Dennis Bowman, the manager or operator (the "Manager") of Pryor Creek Golf Course (the "Course," also referred to herein as "Licensee").

Term: 12 Months

Billing Start Date:

This License Agreement is subject to the foreUP License Terms and Conditions, which are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

Signature Page

LICENSOR: GOLF COMPETE, INC.	LICENSEE: Pryor Creek Golf Course
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Needed Payment Information:	
Payment amount dues are billed on t	he 1st of each month. A confirmation of each payment will be
emailed to provided customer email;	(email address). foreUP
only takes payment in two forms; Cre	edit Card or ACH. Please fill in either CC or ACH:
Credit Card:	ACH:
Card Number:	
	Bank Name:
Exp: /	Account Number:
CVV:	Routing Number:
O V V .	
Facility/Location Address(es): 724 E	530
☐ I have read and agree to the terms a	nd conditions associated with this proposal and agreement

foreUP License Terms and Conditions

1. DEFINITIONS.

"Agreement" means the Cover Page and these foreUP Terms and Conditions.

"Approved Locations" means Licensee's and Licensor's website and mobile applications.

"Cover Page" means the Initial Page to this Agreement, titled "License Agreement".

"Improvement" means any improvement made by either of the parties hereto, bug fixes, modification, enhancement or any other derivative work of the Licensed Technology created after the Effective Date.

"Licensee's Business" means Licensee's operation and management of the Course.

"Licensed Technology" means the Software and the Materials.

"Materials" means any instructions, manuals or other documentation and materials, including, without limitation, source code for the Software and related comments, white papers, error reports and help files, related to the development, installation, maintenance or use of the Software existing as of the Effective Date.

"Software" means Licensor's proprietary software product, including both source code and executable format, in the version that exists as of the Effective Date that is designed to offer one retail product at a time via a web interface which displays the next product in the database queue upon the trigger of a definable event. The term "Software" also includes Improvements and custom modifications to the Materials.

"Services" means the individual products (i.e. "Tee Sheet", "Point of Sale", etc..) associated with the licensed technology.

2. LICENSE. Licensor hereby grants to Licensee a nonexclusive, year-to-year, nontransferable, worldwide license to use the Licensed Technology.

3. LOCATIONS; USE

3.1. Approved Locations. Licensee shall use the Licensed Technology only at the Approved Locations. Licensee may temporarily transfer the Licensed Technology to a different website for testing purposes but in no case for more than twenty-four (24) hours unless Licensee provides Licensor advance notice, in writing, identifying the location of the test site. Licensee acknowledges and agrees that it will purchase an additional license from Licensor if Licensee desires to use the Licensed Technology for commercial purposes on a different site. Any additional licenses required by Licensee will be entered into on terms and conditions negotiated and specified in a separate license agreement between Licensor and Licensee.

3.2. Restrictions on Use. Licensee agrees to use the Licensed Technology only for Licensee's Business. Licensee shall not (a) permit any parent, subsidiaries, affiliated entities or third parties to use or have access to the Licensed Technology, (b) process or permit to be processed the data of any other party captured through any site other than the Approved Locations, (c) permit any other party to create any data connections to the Software to use such data for the display, offer, or sale of any retail goods, except that Licensee shall be permitted to push data to third parties whose services are used to facilitate Licensee's Business, which services may include, but are not limited to, merchant processing, product shipping, web analytics, state sales tax reporting or the like or (d) permit, give, or authorize any other party to possess the Licensed Technology source code or executable code, except that Licensee, its employees, and its software programming contractors are permitted to possess, view, and modify the Licensed Technology source code to debug or create Improvements to the Licensed Technology.

4. PROPRIETARY RIGHTS.

- **4.1. Licensor.** Licensee acknowledges and agrees that as between Licensee and Licensor, except for the license granted under this Agreement, Licensor retains all right, title and interest in and to the Licensed Technology and any Improvement created by or for Licensor, including any Improvements created by Licensee after the Effective Date, and all copyright, trade secret, trademark, patent and other intellectual property rights therein.
- **4.2. General**. Each party hereto hereby reserves all intellectual property rights not expressly granted hereunder. Except as expressly provided otherwise herein, this Agreement will not be construed to assign or transfer from either party hereto to the other party any intellectual property rights developed or acquired after the Effective Date.
- **5. TECHNICAL TRANSFER.** Within three (3) days after the Effective Date, Licensor shall deliver to Licensee one (1) copy of the Licensed Technology in the format requested by Licensee.

6. LICENSE FEE; PAYMENT OPTIONS.

- **6.1. Cash Payment Option.** The terms of this <u>Section 6.1</u> apply to all Licensees that have selected the "Cash" payment option on the Cover Page.
- 6.1.1. As consideration for the license granted in Section 2, Licensee shall pay Licensor the Monthly or Annual Fee set forth on the Cover Page (the "License Fee"). Monthly Fees shall be due and payable in advance each month during the Term, beginning on the Billing Start Date. Annual Fees shall be due and payable in advance each year during the Term, beginning on the Billing Start Date.

- **6.2. Hybrid Payment Option.** The terms of this Section 6.2 apply to all Licensees that have selected the "Hybrid" payment option in the License Agreement.
- 6.2.1. <u>Base Fee</u>. As partial consideration for the license granted in <u>Section 2</u>, Licensee shall pay Licensor the Monthly or Annual Fee set forth on the Cover Page. Monthly Fees shall be due and payable in advance on the first day of each month during the Term, beginning on the Billing Start Date. Annual Fees shall be due and payable in advance each year during the Term, beginning on the Billing Start Date.
- Inventory Exchange Fees. In addition to the Monthly Fee, and 6.2.2. as partial consideration for the license granted in Section 2, Licensor may retain the fees it collects (including but not limited to greens fees, cart fees, and related fees) for the first tee time(s) booked and paid for each day during the Term through each Approved Location (such fees, "Collected Fees," and together with the Monthly or Annual Fee, the "License Fee"), beginning on the Billing Start Date. With respect to Collected Fees, Licensor may, in its sole discretion, (a) allow such tee time to be filled with between one (1) to four (4) players including cart fees; and (b) discount the greens fees, cart fees, and other fees associated with that tee time. Except for the Collected Fees, any amount collected by Licensor through the Approved Locations shall be remitted to Manager. In connection with the Collected Fees, Licensor will utilize commercially reasonable efforts to promote the Program, the Course and the Course's participation in the Program.
- 6.2.3. The foreUP online booking portal for Licensee's website must be activated within 30 days of the Effective Date (if course conditions allow for play) or by Licensee's opening day. If not activated within 30 days, the Monthly Fee shall be increased by two hundred and fifty dollars (\$250.00) until the foreUP online booking portal is activated. Licensee shall make commercially reasonable efforts to keep the tee sheet and online booking methods open while Licensee is open for play.
- **6.3. Inventory Exchange Payment Option.** The terms of this Section 6.3 apply to all Licensees that have selected the "Inventory Exchange" payment option on the Cover Page.
- 6.3.1. As consideration for the license granted in Section 2, Licensor may retain the fees it collects (including but not limited to greens fees, cart fees, and related fees) for the first tee time(s) booked and paid for each day during the Term through each Approved Location (such fees, "Collected Fees," and collectively, the "License Fee"), up to the Number of Daily Collected Fees set forth on the Cover Page, beginning on Billing Start Date. With respect to Collected Fees, Licensor may, in its sole discretion, (a) allow such tee time to be filled with between one (1) to four (4) players including cart fees; and (b) discount the greens fees associated with that tee time. Except for the Collected Fee, any amount collected by Licensor through the Approved Locations shall be remitted to Manager. In connection with the Collected Fees, Licensor

will utilize commercially reasonable efforts to promote the Program, the Course and the Course's participation in the Program.

- 6.3.2. The foreUP online booking portal for Licensee's website must be activated within 30 days of the Effective Date (if course conditions allow for play) or by Licensee's opening day. If not activated within 30 days, Licensee shall pay Licensor a two hundred and fifty dollar (\$250.00) monthly fee, which shall be included in the License Fee, until the foreUP online booking portal is activated. Licensee shall make commercially reasonable efforts to keep the tee sheet and online booking methods open while Licensee is open for play.
- **6.4. Taxes; Late Payments.** All License Fees payable under this Section 6 are exclusive of, and Licensee shall pay and hold Licensor harmless from, any local, state or federal sales, use, value-added, excise or similar taxes that may be imposed by any jurisdiction (other than taxes on the net income of Licensor). Licensor reserves the right to charge a monthly interest rate of 3% monthly on all License Fees and other fees due hereunder that are fifteen (15) or more days late. Licensee agrees to pay all collection fees, including associated commission and legal fees.

7. CONFIDENTIAL INFORMATION.

- **7.1. Obligations.** The parties hereto acknowledge and agree that proprietary or nonpublic information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), directly or indirectly, which information is marked as "proprietary" or "confidential" or, if disclosed orally, is designated as confidential or proprietary at the time of disclosure and is summarized in writing within thirty (30) days of disclosure, constitutes the confidential and proprietary information ("Confidential Information") of the Disclosing Party. The Receiving Party shall retain in confidence and not disclose to any third party any Confidential Information of the Disclosing Party without the Disclosing Party's express written consent, and the Receiving Party shall not use such Confidential Information except to exercise the rights and perform its obligations under this Agreement. Without limiting the foregoing, each party shall use at least the same procedures and degree of care which it uses to protect its own Confidential Information of like importance, and in no event less than reasonable care.
- **7.2. Exceptions.** Notwithstanding the foregoing, Confidential Information will not include information to the extent that, in each case, such information, as demonstrated by written documentation:
- 7.2.1. was already known by the Receiving Party, to the extent such information was so known by the Receiving Party without an obligation of confidentiality, at the time of disclosure hereunder;
- 7.2.2. was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party hereunder:

- 7.2.3. became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Receiving Party in breach of this Agreement; or
- 7.2.4. was subsequently lawfully disclosed to the Receiving Party after the Effective Date by a person other than a party or developed by the Receiving Party without reference to any information or materials disclosed by the Disclosing Party.
- **7.3. Required Disclosure.** Nothing in this Agreement shall prohibit either party from disclosing Confidential Information of the other party if legally required to do so by judicial or governmental order or by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process in a judicial or governmental proceeding ("Required Disclosure"); provided that the disclosing party shall (a) give the other party prompt written notice of such Required Disclosure prior to disclosure, (b) cooperate with the other party in the event that it elects to contest such disclosure or seek a protective order with respect thereto and (c) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.
- 7.4. No Licenses or Warranties for Confidential Information. All Confidential Information shall remain the property of the respective Disclosing Party. Except as otherwise provided in this Agreement, no license under any intellectual property right is granted or implied by the conveying of Confidential Information to Receiving Party. None of the Confidential Information which may be disclosed by Disclosing Party shall constitute any representation, warranty, assurance, guarantee, or inducement by Disclosing Party of any kind and, in particular, with respect to the non-infringement of any intellectual property rights, or other rights of third persons or of Disclosing Party.
- **7.5.** Injunctive Relief. In the event of breach of this <u>Section 7</u>, the non-breaching party may have no adequate remedy at law and will be entitled to seek immediate injunctive and other equitable relief, without the necessity of showing actual money damages.

8. COVENANTS OF THE PARTIES.

- **8.1. Mutual.** The parties hereto covenant and agree with respect to the following matters during the Term of this Agreement:
- 8.1.1. <u>No Restrictions on Other Activities.</u> Except as otherwise specifically provided herein, neither party hereto is restricted from engaging into relationships with other clients or customers or from generating revenue from advertising on its website or mobile applications and, except as specifically provided herein, all revenues generated by each party will be retained by such party.

- 8.1.2. <u>Indemnification</u>. Manager agrees to defend, indemnify and hold harmless Licensor and its affiliates, officers, directors, agents and employees, from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses arising out of or relating to the use by golfers of the Software, it being understood that the Manager is to bear all risks associated with Course conditions and risks associated with golfers playing the Course.
- 8.1.3. Manager will provide Licensor with live access to the Course's tee sheet, so that users of Licensor's website and/or mobile applications can view available tee times at the Course by accessing such website and/or mobile applications.
- **8.2. Licensor.** Licensor represents and warrants to Licensee, each of which is true and correct as of the Effective Date and shall continue to be true and correct at all times during the Term of this Agreement (as set forth in Section 10.1):
- 8.2.1. <u>No Conflicting Agreements</u>. Licensor is not currently obligated nor will it assume any future obligation under any contract (including without limitation any license, covenant or commitment of any nature) or other agreement, instrument or arrangement that could conflict with its material obligations under this Agreement.
- 8.2.2. <u>Right to License</u>. Licensor owns all right, title and interest in and to the Licensed Technology. Licensor has the full right to grant to Licensee the license granted under this Agreement, and Licensee's right to exercise such license will be unrestricted (except by the terms of the license). The Licensed Technology provided to Licensee under this Agreement is the most current version of the Licensed Technology and is comprehensive of all available materials related to the Software.
- 8.2.3. <u>No Infringement</u>. The Licensed Technology does not and will not infringe or violate any copyright, trade secret, patent, trademark or other proprietary right of any third party. There are no liens, encumbrances or claims pending or threatened against Licensor or, to Licensor's knowledge, anyone else, that relate to the Licensed Technology.
- 8.3. Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, LICENSOR DOES NOT MAKE ANY OTHER WARRANTIES WHATSOEVER, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE LICENSED TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

9. LEGAL RIGHTS

9.1. Limitation on Liability. Licensor shall not be liable to Licensee for indirect, special, incidental, exemplary or

consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Licensee's use or inability to use the Licensed Technology, arising from any cause of action whatsoever, including contract, warranty, strict liability or negligence, even if Licensor has been notified of the possibility of such damages.

- **9.2. Limitation on Recovery**. Under no circumstances shall the liability of Licensor to Licensee, under this Agreement, exceed the amounts paid by Licensee to Licensor under this Agreement.
- 9.3. Indemnification. Licensor shall indemnify and hold harmless Licensee from and against any claims, including reasonable legal fees and expenses, based upon infringement of any United States copyright or patent by the Licensed Technology. Licensee agrees to notify Licensor of any such claim promptly in writing and to allow Licensor to control the proceedings. Licensee agrees to cooperate fully with Licensor during such proceedings. Licensor shall defend and settle at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, Licensor may replace, in whole or in part, the Licensed Technology with a substantially compatible and functionally equivalent computer program or modify the Licensed Technology to avoid the infringement.
- **9.4. Prosecution of Infringers.** During the Term of this Agreement, Licensor and Licensee shall give each other written notice of any acts of infringement related to the Licensed Technology of which Licensor or Licensee has knowledge.
- **9.5. Sole Remedy.** Licensor's performance under this Section 9 shall be Licensee's sole and exclusive remedy in the event of infringement or misappropriation of any copyright, patent, trademark, trade secret or any other intellectual property rights of any third party by the Licensed Technology.

10. TERM AND TERMINATION.

10.1. Term. This Agreement will be effective as of the Effective Date and will continue in full force and effect until the number of months set forth on the Cover Page have elapsed following the Billing Start Date (the "Initial Term"). Unless Licensee provides written notice of termination to Licensor at least sixty (60) days prior to the end of the then-current Term, this Agreement will automatically renew for an additional one (1) year term (each such term a "Renewal Term," and together with the Initial Term, the "Term"), at the end of each then-current Term, and will continue in full force and effect unless and until this Agreement is otherwise terminated as provided in Section 10.2 below. Licensee's obligation to pay the annual License Fee becomes absolute fifty-nine (59) days prior to the then end of the then-current Term.

- **10.2. Termination.** Each party hereto shall have the right to terminate this Agreement and the license granted herein upon the occurrence the following events (each, an "Event of Default"): 10.2.1. In the event the other party hereto violates any material provision of this Agreement;
- 10.2.2. In the event that Licensee decides to terminate this Agreement, Licensee shall pay remaining dues, determined by Licensor (but not exceeding that of the current full value of this Agreement if paid through the end of the Term including automatic renewals), to satisfy the Terms and License Fee of this Agreement; 10.2.3. In the event that Licensee decides to remove one (or more) Services from this Agreement, Licensee shall pay remaining fees associated with such Service, as determined by Licensor in its sole discretion (but not exceeding that of the current full value of that Service in this Agreement, if paid through the end of the Term including automatic renewals), to satisfy term and License Fee for aforementioned Service, (removal of one or more services may affect allocated discounts on remaining services, as determined by Licensor in its sole discretion);
- 10.2.4. In the event the other party hereto (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, (iii) becomes insolvent or subject to direct control by a trustee, receiver or similar authority; 10.2.5. In the event the other party has wound up or liquidated, voluntarily or otherwise, or had a change of management; 10.2.6. In the event of a sale of the facility, or change in management, licensee agrees to deliver appropriate documentation verifying the sale/management change as soon as available to Licensor and to (i) transfer this Agreement to new facility owners or operators, or (ii) pay remaining dues, determined by Licensor (but not exceeding that of the current full value of this Agreement if paid through the end of Term, including automatic renewals), to satisfy term and License Fee of agreement; or
- 10.2.7. In the event that Licensor determines that Licensor cannot continue to provide the Licensed Technology to Licensee for any reason at any time during this Agreement, Licensor may terminate this Agreement by providing at least four (4) weeks' written notice to Licensee.
- 10.3. Effect of Termination. Upon any termination or expiration of this Agreement for any reason, Licensee will pay to Licensor any fees due and owing under this Agreement as of the effective date of termination. All delinquent accounts will be charged an interest rate of 3% monthly. In the event any balance is not paid as agreed, Licensee agrees to pay all collection fees, including associated commission and legal fees.

- 10.4. Notice and Opportunity to Cure. Upon the occurrence of an Event of Default, the non-defaulting party shall deliver to the defaulting party a Notice of Intent to Terminate that identifies in reasonable detail the Event of Default. If the Event of Default remains uncured for thirty (30) days, the non-defaulting party may terminate this Agreement and the license granted herein by delivering to the defaulting party a Notice of Termination that identifies the effective date of the termination, which date shall not be less than thirty (30) days after the date of delivery of the Notice of Intent to Terminate.
- 10.5. Proration and Refunds. Upon the occurrence of any Event of Default caused by Licensor, Licensor shall refund to Licensee an amount equal to the Licensee Fee paid for the then-current Term divided by 365 days, multiplied by the number of days remaining in the then-current Term as of the license termination date. No refund shall be issued to Licensee for any Event of Default caused by Licensee.
- 10.6. Procedure. Within ten (10) days after termination of the license, Licensee shall return to Licensor, at Licensee's sole expense, the Licensed Technology and all copies thereof, delete or destroy all other copies of the Licensed Technology, and deliver to Licensor a certification, in writing signed by an officer of Licensee, that the Licensed Technology has been returned, all copies deleted or destroyed, and its use discontinued.

11. GENERAL PROVISIONS.

- **11.1. Notices**. Any notice to be given under this Agreement shall be in writing and may be effected by personal delivery or by e-mail or facsimile that provides confirmation of delivery, or by next day delivery through Federal Express or other reputable, overnight courier service, in each case delivered or addressed as set forth.
- 11.2. No Assignment. Neither this Agreement, nor any rights under this Agreement, may be assigned or otherwise transferred by either party, in whole or in part, whether voluntarily, or by operation of law, without the prior written consent of the other party; however, Licensor may assign, without such consent, all its rights and obligations under this Agreement to a wholly-owned subsidiary, or to an entity that succeeds to substantially all of the business or assets of Licensor through merger, acquisition or similar transaction. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 11.3. Independent Contractors. In performing this Agreement, each of the parties will operate as, and have the status of, an independent contractor. This Agreement does not create any agency, employment, partnership, joint venture, franchise or other similar or special relationship between the parties. Neither party will have the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other

party or its affiliates, whether express or implied, or to bind the other party or its affiliates in any respect whatsoever.

- 11.4. Governing Law. This Agreement shall be governed by and construed under, and the legal relations between the parties hereto shall be determined in accordance with, the laws of the State of Utah, without giving effect to such state's conflicts of law principles. The parties hereto hereby submit to the personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement shall only be brought in federal and state courts located in Salt Lake City, Utah as the case may be.
- 11.5. Severability. If any provision of this Agreement or portion thereof is determined by a court of competent jurisdiction, or declared under any law, rule or regulation of any government having jurisdiction over the parties hereto, to be invalid, illegal or otherwise unenforceable, then such provision will, to the extent permitted by the court or government not be voided but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law, and the remainder of this Agreement will remain in full force and effect according to its terms.

11.6. Entire Agreement; Modification; Waiver

This Agreement constitutes the entire agreement of the parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements, between the parties respecting the subject matter of this Agreement. No supplement, modification or amendment to this Agreement shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.7. **Execution; Counterparts.** This Agreement shall not be binding in whole or in part upon the parties unless and until duly executed by or on behalf of both parties hereto, in which event this Agreement shall be effective as of the Effective Date. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument enforceable in accordance with its terms and all of which shall constitute but one and the same agreement of the parties.