MINUTES PARK BOARD REGULAR MEETING MONDAY, NOVEMBER 27TH, 2023 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: AUTUMN GRAYBILL, RON REISER, PAM BUFFINGTON, ROY JACKSON, SHERRY ALEXANDER, CHRIS GRAVES, KEITH SHELBY.

1. CALL MEETING TO ORDER.

Shelby called the Park Board meeting to order at 5:30 p.m. Members present: Autumn Graybill, Ron Reiser, Pamela Buffington, Roy Jackson and Keith Shelby. Members absent: Sherry Alexander and Chris Graves.

Others present: Mayor Doyle, Frank Powell, Dennis Bowman, Terry Aylward and Gilbert Graybill.

2. PETITIONS FROM THE AUDIENCE.

There were no petitions.

3. DISCUSS, POSSIBLY APPROVE THE MINUTES OF THE OCTOBER 23RD, 2023 REGULAR MEETING.

Motion was made by Reiser, second by Jackson to approve the minutes of the October 23rd, 2023 regular meeting. All voted yes.

4. PARK REPORT - SUPERINTENDENT FRANK POWELL:

a. Parks

Powell reported that they have been winterizing and hanging lights in town.

b. Cemetery

Powell reported that the cemetery has been working on trimming trees.

Shelby moved to item 7.

7. UPDATE REGARDING PICKLEBALL COURTS.

Powell reported that the pickleball courts are painted and the equipment is ready for installation once the core holes are drilled.

8. UPDATE REGARDING THE SKATE PARK.

Powell reported that Council approved the skate park and he hopes to get concrete in before January.

9. DISCUSSION REGARDING UPCOMING PROJECTS FOR THE PARKS AND GOLF COURSE.

Powell reported that his long term goals for the Parks Department include completing the skate park and pickleball courts, as well as refinishing the basketball

and tennis courts. He also stated that he would like to make improvements to the walking trail, playground base material and amenities for the pickleball courts. The board discussed the possibility of adding a fenced area for younger children.

Shelby moved back to item 5.

5. GOLF COURSE REPORT - DIRECTOR DENNIS BOWMAN.

Bowman reported that the golf course is doing well financially and has had a couple of successful tournaments recently. He stated that they are working on their continuing education regarding turf grass and have new equipment coming to help with this. The board discussed adding fuel tanks to the golf course property.

Shelby moved back to item 9.

9. DISCUSSION REGARDING UPCOMING PROJECTS FOR THE PARKS AND GOLF COURSE.

Bowman provided board members with a written report of his planned projects. He stated that he intends to improve the cart paths and bridges. He also stated that they are working on their pump station. Bowman reported that his long term goals include purchasing new golf carts and replacing the current lagoon with an aerobic system.

Shelby moved back to item 6.

6. UPDATE REGARDING THE POOL TASK FORCE.

Shelby reported that the Pool Task Force has approved Swanson House to work as fundraising consultants. He stated that they are hoping to have the pool's construction and first two years of maintenance costs covered by fundraising. He also stated that they hope to open the new pool in 2025.

10. UNFORESEEABLE BUSINESS.

Motion was made by Reiser, second by Buffington to recommend Council action regarding installing fuel tanks at the golf course. Voting yes: Graybill, Reiser, Buffington, Jackson and Shelby. Voting no: none.

11. ADJOURN.

Motion was made by Buffington, second by Graybill to adjourn. All voted yes.





3mm ACM Sign Panel

Size: 28"x42" / Sides: 2 / Qty. 1





Estimate

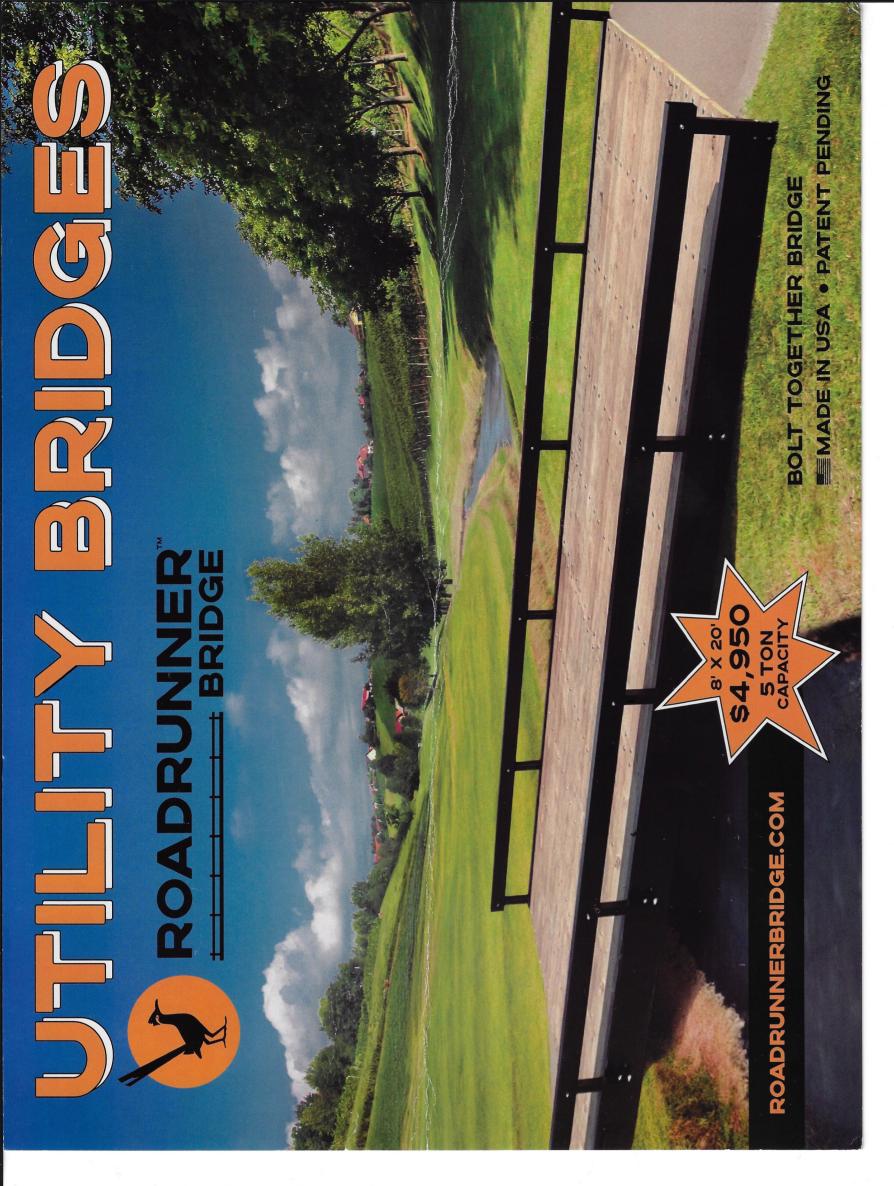
Woodard Structural Consulting LLC 918-978-7036 brad@woodardstructural.com

Client: Pryor Creek Golf Club Contact: Dennis Bowman

Subject: Golf Cart Bridge Design

LINE ITEM	UNIT COST	SUBTOTAL
Bridge Deck Engineering	\$2,250.00	\$2,250.00
Bridge Deck Drafting & Design	\$1,100.00	\$1,100.00
Professional Engineer Stamp (per drawing)	\$500	\$1,500
Bridge Abutment Engineering (Optional)	\$1,000.00	\$1,000.00
Bridge Abutment Drafting & Design (Optional)	\$800.00	\$800.00
Railing Engineering (Optional)	\$500.00	\$500.00
Railing Drafting & Design (Optional)	\$500.00	\$500.00
Construction Site Visit (per trip, Optional)	\$300.00	\$1,200.00
		Ć9 9F0 All Options
	TOTAL	\$8,850 All Options \$4,850 Minimum

The above estimate is for the structural design of (4) 8'x45' bridges rated for light vehicular and /or pedestrian traffic. Optional Items above are a design and detail for concrete abutments, a design and detail of the guard rails, and (4) engineer site visits to assist or inspect during the construction process. The PE stamping price is contingent on the actual number of drawings produced, it is currently assumed at 3 but that number could increase or decrease depending on the options selected and how the detailed design progresses. The costs above are an estimate and are subject to change if adverse site conditions or a particularly complicated design is chosen by the customer.





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DONNA BOWMAN
PRYOR CREEK GOLF COURSE
724 E 530
PRYOR, OK 74361



5323 SOUTH LEWIS AVENUE TULSA OKLAHOMA 74105-6539 OFFICE: 918.745.9929

February 23, 2024

Zac Doyle City of Pryor Creek 12 N Rowe St., Suite B PO Box 1167 Pryer Creek, OK 74362 zdoylez@pryorcreek.org

Re: Whitaker Park Masterplan

Dear Zac,

Thank you for the opportunity to provide Landscape Architecture Services for Whitaker Park in Pryor Creek, OK. Attached is a breakdown of our understanding of the required scope of services including fees. We look forward to the opportunity. If you have any questions, please give me a call.

Best regards,

Derek R. McCall

Director of Landscape Architecture



Scope of Services: The following scope of services is based upon our understanding of the project and requested tasks. Please review for any additional services required. We believe the current scope is to create a masterplan for Whitaker Park and provide a conceptual estimate.

Conceptual Design (Fixed Fee = \$5,100): includes the following:

- Create conceptual masterplan with Design Estimates and up to 2 additional revisions.
- In person meeting with client on site.
- <u>Deliverables:</u> Conceptual Design and 2 revisions (if required)

Illustrative Masterplan and Sketches (Fixed Fee = \$4,260): includes the following:

- Provide a color rendering and 2 sketches of the final master plan for promotional use.
- Estimate construction budget with up-dated cost figures based on the final plan.
- In person meeting with client to present final.
- <u>Deliverables:</u> Final Illustrative Masterplan, 2 perspective sketches, and cost estimate.

TOTAL DESIGN FEE \$9,360

OPTIONAL Drone imagery with LIDAR topo (Fixed Fee = \$3,500): includes the following

- Flyover of site to be utilized to increase accuracy in design.
- <u>Deliverables:</u> PDFs and hard copy of imagery and topo

Exclusions: The scope of services outlined above specifically excludes the following

- Survey (Design base to be built with available drawings/maps/photos)
- Construction drawings
- Analysis of City utility Infrastructure
- Payment of any fees related to permitting, plan review, excess capacity, platting, etc.
- 3D Modeling and Flythrough visualizations (can be completed for additional fee if requested)
- Any other services not listed within the scope above.
- Public engagement into park design

Authorized to proceed	oursuant to scope and terms and conditions
By:	Date:
Zac Doyle	

2024 Labor Rates

Site Specific

Labor

Principals	\$200.00 per hour
Licensed Staff	\$165.00 per hour
Professional Staff	\$140.00 per hour
Design & Management	\$125.00 per hour
Production, Cadd & Admin Staff	\$115.00 per hour
Survey Crew (Optical and GPS)	\$185.00 per hour
Drone (Photo, Video, LiDAR & Magnetometer)	\$240.00 per hour

Reproduction Expense Reimbursed at Cost Fees & Permit Charges Reimbursed at Cost Shipping & Deliveries Reimbursed at Cost

All other costs, computer equipment, office supplies and telecommunications charges are considered a cost of doing business and are included in hourly rates for labor.

Insurance

Professional Liability	\$1,000,000
Worker's Compensation	\$1,000,000
General Liability	\$1,000,000

Billing Process

Invoices are generated twice per month for the periods ending the 15th and the last day of the month. Invoices are issued by EMAIL in pdf format. If the client does not protest the bill in writing within 10 business days, the client agrees to pay the entire amount.

Payment is expected within 20 days of the date of the invoice unless prior arrangements have been made. If Authorization to Proceed is not received within thirty days from the date of the receipt of this Agreement, the Agreement and the conditions stated therein will become void.

As a form of payment for the services we provide to you, Tanner Consulting accepts AMERICAN EXPRESS, VISA, MASTERCARD, and DISCOVER credit cards. You can pay by phone or simply stop by our office to process your payment during normal business hours.

Terms and Conditions

SECTION 1: SCOPE OF WORK: TANNER CONSULTING, LLC shall perform the services defined in the Agreement and shall invoice the client for those services at the fee schedule rates. Any fee estimates stated in this Agreement shall not be considered as a firm figure unless otherwise specifically stated in this Agreement. If unexpected site conditions are encountered, the scope of work may change even as the work is in progress. TANNER CONSULTING, LLC will provide these additional services at the fee schedule rate detailed in the Agreement. All costs incurred because of delays in authorizing the additional work will be billed to the client. Fee schedules are valid for one year following the date of the Agreement unless otherwise noted. Initiation of services by TANNER CONSULTING, LLC pursuant to acceptance of this Agreement will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the client will furnish TANNER CONSULTING, LLC with right-of-access to the site in order to conduct the planned work. The client will secure all the necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: OWNERSHIP OF DOCUMENTS: Except for reference and coordination purposes, all documents prepared by TANNER CONSULTING, LLC are instruments of TANNER CONSULTING, LLC'S service for use solely with respect to the Project and, unless otherwise stated, TANNER CONSULTING, LLC shall be deemed the author of these documents and shall retain all Common Law, statutory and other rights, including the copyright. The client shall be permitted to retain copies including reproducible copies of TANNER CONSULTING, LLC'S documents shall not be used by the client for other projects, or for completion of the Project by others, unless TANNER CONSULTING, LLC is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to TANNER CONSULTING, LLC. Submission or distribution of TANNER CONSULTING, LLC'S documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication or derogation of TANNER CONSULTING, LLC'S reserved rights.

SECTION 4: STANDARD OF CARE: Services performed by TANNER CONSULTING, LLC under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, express or implied, is made or intended by the Agreement for consulting services or by furnishing oral or written reports of the findings made. The client recognizes that actual conditions encountered may vary from those anticipated, and that the data, interpretations and recommendations of TANNER CONSULTING, LLC are based solely upon the data available to TANNER CONSULTING, LLC. TANNER CONSULTING, LLC will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed. TANNER CONSULTING, LLC will provide professional quality services but does not imply or express a guarantee. TANNER CONSULTING, LLC will act only as an advisor in dealing with governmental agencies, and does not assume responsibility for the consequences of governmental action or inaction in the processing of permits or project approvals.

SECTION 5: CONFIDENTIALITY: TANNER CONSULTING, LLC shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". TANNER CONSULTING, LLC shall not disclose such information without the client's consent except to the extent required for; 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of TANNER CONSULTING, LLC against claims or liabilities arising from performance of services under this Agreement. TANNER CONSULTING, LLC'S obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from client or others.

SECTION 6: MISCELLANEOUS PROVISIONS: This Agreement shall be governed by the laws of the State of Oklahoma. Causes of action between the parties to this Agreement pertinent to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date final payment is due TANNER CONSULTING, LLC. The client and TANNER CONSULTING, LLC, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither client nor TANNER CONSULTING, LLC shall assign this Agreement without the written consent of the other. This Agreement represents the entire and integrated agreement for the Project between the client and TANNER CONSULTING, LLC and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both client and TANNER CONSULTING, LLC.

SECTION 7: LIMITATION OF LIABILITY: The client agrees to limit TANNER CONSULTING, LLC'S liability to the client and all construction contractors and subcontractors on the project arising from TANNER CONSULTING, LLC'S professional acts, errors, or omissions or breach of contract or other cause of action, such that the total aggregate liability of TANNER CONSULTING, LLC to all those named shall not exceed \$100,000 or TANNER CONSULTING, LLC'S total fee for the services rendered on this project, whichever is greater, and the client hereby releases TANNER CONSULTING, LLC from any liability above such amount. The client further agrees to require of the contractor and his subcontractors an identical limitation of TANNER CONSULTING, LLC'S liability for damages suffered by the contractor or the subcontractor arising from TANNER CONSULTING, LLC'S performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of TANNER CONSULTING, LLC'S professional acts, errors, or omissions.

SECTION 8: INSURANCE: TANNER CONSULTING, LLC carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to the client upon request. Within the limits and conditions of such insurance, TANNER CONSULTING, LLC agrees to indemnify and save the client harmless from and against any loss, damage, injury or liability arising from any negligent acts of TANNER CONSULTING, LLC, its employees, agents, subcontractors and their employees and agents. TANNER CONSULTING, LLC shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. TANNER CONSULTING, LLC shall not be responsible for any loss, damage or liability arising from any acts by the client, client's agents, staff, consultants employed by others, or other third parties who are not employees of TANNER CONSULTING, LLC.

SECTION 9: TESTING AND OBSERVATION SERVICES: The presence of TANNER CONSULTING, LLC field representatives will be for the purpose of observation only. TANNER CONSULTING, LLC'S work does not include supervision or direction of the actual work of the Contractor, his employees or agents. The Contractor for this project should be so advised. The Contractor should also be informed that neither the presence of a TANNER CONSULTING, LLC field representative nor any observation by TANNER CONSULTING, LLC shall excuse him in any way for defects discovered in his work.

SECTION 10: TERMINATION OF AGREEMENT: This Agreement is terminated if and when the Project is suspended or abandoned, or if the client's involvement with the Project is suspended or terminated. The client shall promptly notify TANNER CONSULTING, LLC of such termination. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination not the fault of TANNER CONSULTING, LLC, TANNER CONSULTING, LLC shall be compensated for services performed prior to termination, together with reimbursable expenses then due.

SECTION 11: PROMOTIONAL REFERENCES: The OWNER hereby releases TANNER CONSULTING, LLC, to depict complete project photography in promotional and marketing literature without restriction

SECTION 12: INDEMNITY: In consideration for the substantial risk to TANNER CONSULTING, LLC, in rendering professional services in connection with this project, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against Tanner Consulting, LLC, their officers, directors, employees, agents or subcontractors, which may arise out of or in connection with this project or the performance, by any of the parties named above, of the services under this Agreement.

SECTION 13: RELEASE OF ELECTRONIC MEDIA: TANNER CONSULTING, LLC expressly states that any Release of Electronic Documents is not a part of this agreement and there is no obligation to provide electronic media for construction purposes. Any release of electronic media to design consultants shall be considered a one-time license to utilize the media for the coordination of their professional services and the recipient may not further distribute the material to any third part nor violate copyright expressly retained by TANNER CONSULTING, LLC.

Category #25101507

Dealer Name: Bill Knight Ford

Make Bidding: Ford

Model Bidding: 2023 F150 CREW CAB

Model Code: W1C

1/2 Ton Truck Crew Cab Item # 1000009315

Body & Chassis	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes
Gross Vehicle Weight Rating	6400 # GVW	6800 # GVWR W1C
Wheelbase/CA	List	145"WB 26' CA
Extended Cab Bed Length	Standard Bed - 6 1/2'	YES
Crew Cab Bed Length	Standard Bed - 5 1/2'	YES
Engine	Standard Bod - 5 1/2	TEO .
Engine Type (Cylinder/Liter	8 Cyl/ List Liter/HP/Specs	8CYL 5.0L 400HP
Alternate Fuel Engine	List Type	FLEX FUEL E85
Transmission		
Automatic - Two Wheel Drive	Automatic/List Type	10-SPEED AUTOMATIC
Drive Axle		
Primary Drive Axle	Rear Wheel Drive	YES
Differential Type/Ratio	Reg. / List Ratio	3.15 REG AXLE
Electrical		
Alternator/Min (amps)	Mfg. Std. List Size	200 AMP
Battery min. (CCA)	Mfg. Std. List Size	610 CCA
Fuel	IMIG. Std. List Size	810 CCA
Fuel Capacity min Liters(Gals) Exterior	Mfg. Std. List Amount in Gallons	26gal
Paint	One Color Paint	YES
Doors & Windows		
Doors	4 Doors	YES
Door Locks	Power Locks, Keyless Entry	YES standard
Windows	Power Windows	YES standard
Mirrors	Power Mirrors	YES standard
Floor		
Floor Covering	Vinyl/Rubber	YES
Interior Air Conditioning	Front AC Reg.	YES
		YES AM/FM, □ SYNC® 4, FordPass Connect™ (4G) — 4G LTE Wi-Fi hotspot — 8" LCD Capacitive Touchscreen with Swipe Capability — Wireless Phone Connection — Cloud Connected — AppLink® w/App Catalog
Radio	AM/FM	— 911 Assist® — Apple CarPlay® and Android
Tilt & Cruise	Tilt Wheel & Cruise Control	YES,STANDARD, Ford CO-Pilot360
Seats	The vineer & Cruise Control	TES,STANDARD, FOR CO-FIRMO
	E December	VES & PASSENCED 40 20 40
Seating Capacity min.	5 Passenger	YES 6 PASSENGER 40 20 40
Seats	Cloth Bench Seat	YES CS
Rear Seat	Cloth Bench Seat	YES CS
Safety		
Brakes	4 Wheel Antilock/ List Disc/Drums	YES / DISC
Restraint System All Pass	Req.	YES
Air Bags Both Sides	Req.	YES
Tires & Wheels		
Tires & Wheels	Mfg. Std. List Size	245 70R 17 AS
Spare	Full Size Spare	YES
Warranty		
Bumper to Bumper Warranty	List Warranty	3 YEAR OR 36000 MILES
Drive Train Warranty	List Warranty	5 YEAR OR 60000 MILES
,		
	PURCHASE PRICE	\$39,190
	3YR LEASE PRICE	
	4YR LEASE PRICE	
	5YR LEASE PRICE	
	SIR LEASE PRICE	
	MSRP FOR PURCHASE PRICE	\$45,110

Standard Pickup Trucks range from 12 to

Flexible-Fuel Vehicle Gasoline-Ethanol (E85)



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895.00

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NO CHARGE

NO CHARGE

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- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

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- 3YR/36,000 BUMPER / BUMPER
- 5YR/60.000 POWERTRAIN • 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

(MSRP)

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TOTAL SAVINGS

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\$51,235.00

- 1.250.00



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Fuel Economy

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70 MPG. The best vehicle rates 132 **MPG** MPGe. Values are based on gasoline and do not reflect performance and ratings based on E85.

5.3 gallons per 100 miles highway

Driving Range Gasoline: 705 miles Ethanol (E85): 519 miles You spend

more in fuel costs over 5 years

compared to the average new vehicle.

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only) Annual fuel COST

\$2,350

distributing fuel also create emissions; learn more at fueleconomy.gov.

10 his vehicle emits 468 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. This is a dual fueled automobile. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

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GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

 $\star\star\star\star\star$ Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Driver Crash Passenger Based on the risk of injury in a frontal impact.

Side Front seat Crash Rear seat Based on the risk of injury in a side impact

 $\star\star\star\star$ Rollover Based on the risk of rollover in a single-vehicle crash

Should ONLY be compared to other vehicles of similar size and weight.

Star ratings range from 1 to 5 stars ($\star\star\star\star\star$), with 5 being the highest Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236



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SCAN OR TEXT 1FPKF62708 TO 48028

Msg & Data rates may



www.ford.com/help/privacy-terms/



SW035

Category #25101507 Item # 1000009315

Dealer Name: Bill Knight Ford

Make: Ford

NEW: ½ TON CREW CAB Model W1C 2023MY

December 7, 2023

Hello Dennis Bowman, we are pleased to offer for your consideration one (1) White in-stock new 2023 Ford F150 Crew Cab XL 4WD 5.0LV8 with a 5.5'bed.

Base Price W1C
Add W1E 4WD/413 Skid Plates
3,860.00
Add 86A XL appearance pkg/requires chrm wheel options
Add chrome front bumper/ require add chrome rear bumper opt.
Add chrome rear bumper/requires 86A wheel option
Add 18B Black Running Boards
Add 53b receiver hitch & wire
Add T7C AT 10-ply

\$39,190.00
3,860.00
485.00
250.00
125.00
250.00

Add 655 extended range fuel tank
Add as vinyl 40/20/40 seats
Add tow hooks

485.00
N/C
38.00

Total per F150 \$ 45,218.00

STOCK UNITS ARE SUBJECT TO PRIOR SALE

Please see below for your Contract Pricing.

Thank you

Greg Herring
Greg Herring

Bill Knight Ford Fleet Center

918-526-2392

gherring@billknightauto.com

Falco Alarm Company of Tulsa

5524 S. 94th E. Ave., Tulsa, OK 74145 P.O. Box 470506 Tulsa, OK 74147 Oklahoma Alarm License 0973 Office: (918) 663-5838 Cell: (918) 698-4069 E-mail: Kevin@FalcoAlarm.net

December 11, 2023 Pryor Creek Golf Course 724 E. 530 Rd. Pryor, OK 74361 Attn: Dennis Bowman

Cart Barn Security System Proposal

Qty.	<u>Description</u>
1	Honeywell Vista 20p Control Panel
	Honeywell Keypad
?	Existing motion's and door contacts
1	LTE Cellular Alarm Signal Transmitter (Provides cellular transmission of the alarm signals to the central monitoring center and the ability to use the Honeywell Total Connect app for remote arming / disarming of the system, control of Wi-Fi / Z-Wave home automation devices and push / text or email notification of alarm events)
1	Power Failure Back-up Battery
1	Devices Installation & Labor
1	System Installation & Programming

Installed System Price: \$704.10 (Plus applicable sales tax)

- > Cellular monitoring of the alarm signals is \$29.95 per month.
- > Requires a 3-year monitoring agreement. Early termination of this agreement requires the remaining amount to be paid.
- > Payment terms: 100% upon completion of the installation.

Falco Alarm Company of Tulsa

5524 S. 94th E. Ave., Tulsa, OK 74145 P.O. Box 470506 Tulsa, OK 74147 Oklahoma Alarm License 0973 Office: (918) 663-5838 Cell: (918) 698-4069 E-mail: Kevin@FalcoAlarm.net

December 11, 2023 Pryor Creek Golf Course 724 E. 530 Rd. Pryor, OK 74361 Attn: Dennis Bowman

Pro Shop Security System Proposal

Qty.	<u>Description</u>
1	Honeywell Vista 20p Control Panel
	Honeywell Keypad
?	Existing motion's and door contacts
1	LTE Cellular Alarm Signal Transmitter (Provides cellular transmission of the alarm
	signals to the central monitoring center and the ability to use the Honeywell Total
	Connect app for remote arming / disarming of the system, control of Wi-Fi / Z-Wave
	home automation devices and push / text or email notification of alarm events)
1	Power Failure Back-up Battery
1	Devices Installation & Labor
1	System Installation & Programming

Installed System Price: \$704.10
(Plus applicable sales tax)

- ➤ Cellular monitoring of the alarm signals is \$29.95 per month.
- > Requires a 3-year monitoring agreement. Early termination of this agreement requires the remaining amount to be paid.
- **Payment terms**: 100% upon completion of the installation.

Respectfully submitted,

Kevin Higgins

Falco Alarm Company

Accepted by:	Date:	

(Note: We reserve the right to re-quote the above equipment price if proposal is not accepted within 30 days)

Benchmark by Sagacity						
cottsdale, Arizona			İ.	_		
sagcitygolf			Rench	nmark	IN PARTNERSHIP WITH THE	
ata@sagacitygolf.com /ww.sagacitygolf.com		!		ACITY GOLF	® NGCOA	
			ву ЭНСІ	HUITY GULF		
XYZ Golf Club Monthly Benchmark						
For the month of: October 2019						
he Competitive Set Includes Subject Property						
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DNFIDENTIAL** Intended solely for the use by subscriber.]			©Sagacity Golf Technologie	S
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TECHNOLOGY, SERVICES AND CONFIDENTIALITY AGREEMENT

This Agreement (the "Agreement") between Sagacity Golf Technologies Inc., a Delaware corporation, (hereinafter "Sagacity") and Pryor Creek Golf Course, (hereinafter "The Golf Course") shall go into effect on the date noted and signed below ("the Execution Date").

Sagacity will provide or license (as applicable) to The Golf Course-specific services and/or software (collectively "Services"), as outlined in Exhibit B. any modifications and/or changes to this Agreement shall be mutually agreed upon and in writing, by both parties.

SERVICES

The Services to be provided by Sagacity to The Golf Course are detailed in Exhibit B, except as expressly detailed herein, are subject to the following terms:

- Subject to The Golf Course's compliance with this Agreement, Sagacity grants to The Golf Course a revocable, nonexclusive, non-sublicensable, limited license to access and execute Services provided to it by Sagacity.
- 2) The Golf Course may only use the Services in connection with its business operations, per the terms and conditions of this Agreement, and not for the benefit of any third party or any other purpose.
- 3) The Golf Course will not copy, modify, alter, adapt, translate, create derivative works from, reverse engineer, disassemble, decompile or decode the Services in any way for any reason, or engage in or authorize any action that is inconsistent with the terms and conditions of this Agreement, or that violates any law.
- 4) The Golf Course acknowledges that the timing of all Services, provision, development and installation of Services, and delivery of any work product related to the Services is subject to cooperation from The Golf Course. The Golf Course will provide Sagacity with access to any information, including documents, staff, and other resources needed by Sagacity to perform its obligations timely and completely under this Agreement.

SCOPE OF SERVICES

<u>Services List.</u> Not to be understood as an exhaustive list, but Services shall mean any combination of the following: Custom Booking Engine(s), Mobile Platform, Mobile Payment Platform, Email Marketing and CRM, eCommerce, Benchmark, Power Hours, Price Check, Group, Forecaddie, Promote, Widget and Electronic Tee Sheet (where applicable).



Onboarding Validation Requirements. We have certain requirements to provide a variety of products. We may require anything from high-resolution images to accurate historical data. To provide The Golf Course with the Benchmark product and any product that relies on data from the said product, your desired cooperation is imperative to achieve sufficient results. Without cooperation, products may not be delivered timely or at all.

Ongoing Operational Requirements. The ongoing requirements to service the products vary depending on the software system The Golf Course uses. We will outline for you what these requirements are depending on your software set up and we will require ongoing cooperation in order to provide you with accurate information continually. We will work to address needs with the various software platforms, however, where we need your assistance directly, we expect a timely response.

<u>The Margin of Error.</u> Accurate historical data provides us an opportunity to fulfill our goal of delivering products and data back to you within a 3% margin of error.

SECURITY DATA AND PRIVACY

Client End-User and Performance Data (hereinafter "CEUPD"). As between The Golf Course and Sagacity, information collected from End Users ("End Users" to mean, The Golf Course's Golfers or Customers) solely through The Golf Course's software-specific channels (e.g., on The Golf Course's website, through a The Golf Course-specific App or The Golf Course's Reservation Center) or provided to us for onboarding purposes as Performance Data, will be owned by The Golf Course and is referred to in this Agreement as "CEUPD."

<u>Sagacity Use of CEUPD</u>. The Golf Course agrees that Sagacity may access or request, and use, the CEUPD to provide Services to The Golf Course. The Golf Course also agrees that CEUPD, excluding personal information, may be used in the aggregate by Sagacity to identify trends or cultivate business intelligence.

<u>Tee Sheet Interfaces</u>. The Golf Course acknowledges that CEUPD (including, without limitation, personal information) collected utilizing a Third-Party Interface may be used and owned by multiple parties, including Sagacity and the Third Party using the Interface. The Golf Course may select Third-Party Interfaces through which The Golf Course's tee time reservations can be made available (if any), and those selections should be identified within Exhibit B.

Restrictions on Use of CEUPD. The Golf Course acknowledges that Sagacity makes no representation that any CEUPD collected in any manner secures consent from The Golf Course to use the information or data for any particular marketing tactic (e.g., text messaging, robocalls, etc.) and that it is The Golf Course's sole responsibility to ensure it has the requisite consent from individuals before engaging in any communication with



End Users. The Golf Course agrees to comply with all applicable laws, rules and regulations, including, without limitation, the CAN-SPAM Act of 2003, the Telephone

Consumer Protection Act of 1991, and various state laws and regulations concerning telemarketing, electronic communications and other forms of communication.

CONFIDENTIALITY

All information obtained by Sagacity for the benefit of provided products and tools to The Golf Course shall be deemed confidential in nature and will only be used to anonymously explain trends and patterns on a market-wide or industry level. Any use of The Golf Course's individualized information will require prior written consent from The Golf Course to Sagacity with a clear expectation of where the information is being shared or displayed. See Exhibit A attached for Confidentiality and Permitted Use Terms Defined.

COMPENSATION

The Golf Course will pay Sagacity for Services, as identified in Exhibit B.

TERM AND TERMINATION

This Agreement shall begin at the time any authorized party executes this Agreement based on the date below and will run for one (1) year. The Golf Course may terminate the Agreement for any reason, without cost or penalty, with 30 days written notice. This Agreement will auto-renew unless terminated by either party upon 90 days written notice before auto-renewal date. Payments will cease at the termination of the auto-renewal only after The Golf Course's account is disabled and/or all Services are no longer in use by The Golf Course.

[INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, Sagacity and The Golf Course have agreed to the terms above and have executed this Agreement on this 20th day of February 2024.

SAGACITY/GOLF TECHNOLOGIES
BY: Me Nountall
Mike Loustalot
Its: Director
Date: 2/20/24
THE GOLF COURSE
BY:
Dennis Bowman
Its: Head Golf Professional

Date: 2/20/24

[INTENTIONALLY LEFT BLANK]



Exhibit A

PERMITTED USE AND CONFIDENTIALITY TERMS

- 1. "Confidential Company Performance Data" shall mean any non-public information supplied by The Golf Course (golf rounds, golf revenue, golf tee time, golf round booking source, barter rounds) to Sagacity for the purpose of either, (a) publishing a benchmarking report and sharing it back with The Golf Course monthly; and, or, (b) using the data to build forecasting, pricing, and revenue management tools for The Golf Course.
- 2. "Confidential Information" shall mean any non-public information of The Golf Course. It shall also mean any non-public information of the other Party (or such Party's customers or suppliers) that derives independent value from not being generally known to the public: and (a) that is designated as confidential or proprietary: or (b) that the receiving Party knew or reasonably should have known as confidential or proprietary.
- 3. "Permitted Use" shall mean Sagacity will take the Confidential Company Performance Data/ CEUPD supplied by The Golf Course, store it in the secured Sagacity computer servers and use it to produce Services. Sagacity may, from time to time, publish information relating to benchmarking, but at no time will anything published by Sagacity contain any data individually identifiable to The Golf Course.
- 4. Both Parties and their respective employees and agents agree that during the period of their discussions and after that, any recipient of Confidential Information of the other Party will not at any time disclose to any person, or use for its benefit or the benefit of anyone, such Confidential Information without the prior written consent of an officer of said Party. Each Party shall limit disclosure of Confidential Information to its: (a) employees or agents (such persons hereinafter collectively "Employees") who need to know related to the Parties' business relationship, provided the receiving Party ensures that such Employees take reasonable precautions to safeguard the confidential status of the Confidential Information; or (b) third party auditors or consultants who need to know to perform their respective contractual obligations for the receiving Party, provided such third party auditors and consultants are subject to a confidentiality agreement that protects the Confidential Information of the disclosing Party in a manner that is consistent with the terms of this Agreement. Each Party shall maintain the confidentiality and prevent accidental or other loss or disclosure of any Confidential Information of the other Party with at least the same degree of care as it uses to protect its Confidential Information but in no event with less than reasonable care. If a Party becomes aware of unauthorized disclosure of the other Party's Confidential Information, such Party shall immediately



inform the other Party of such disclosure so that the other Party may have the opportunity to minimize the damage related to such disclosure.

5. Duration of Obligation. The Confidentiality provisions of this Agreement shall survive termination of this Agreement, and Sagacity's duty to hold Confidential Information in confidence shall remain until the Confidential Information no longer qualifies as confidential or until The Golf Course sends Sagacity written notice releasing Sagacity from this Agreement, whichever occurs first.

[INTENTIONALLY LEFT BLANK]



Exhibit B

SERVICES

The following is a list of potential products to be determined Sagacity "Services." This list is not exhaustive, nor should it be assumed The Golf Course may, or may not utilize all these Services. Services in use may differ by client, but all pricing shall be the same. A client may deploy Services at different points in time, but the client shall not incur additional fees to do so unless the said product(s) is missing from the original pricing terms agreed upon at execution of this Agreement. Indicated below are the products that will be in use based on the execution date of this Agreement.

Check the appropriate boxes:

XX	TRAINING & IMPLEMENTATION	XX	POWER HOURS
	WEB RESERVATION ENGINE	XX	PRICE CHECK
	OMNI ELECTRONIC TEE SHEET	XX	GROUP
XX	EMAIL MARKETING AND CRM	XX	FORECADDIE
XX	GOLF COURSE MOBILE APP	XX	DAILY DEALS MARKETPLACE**
XX	GOLF CASH PAYMENT PLATFORM*	XX	BENCHMARK +

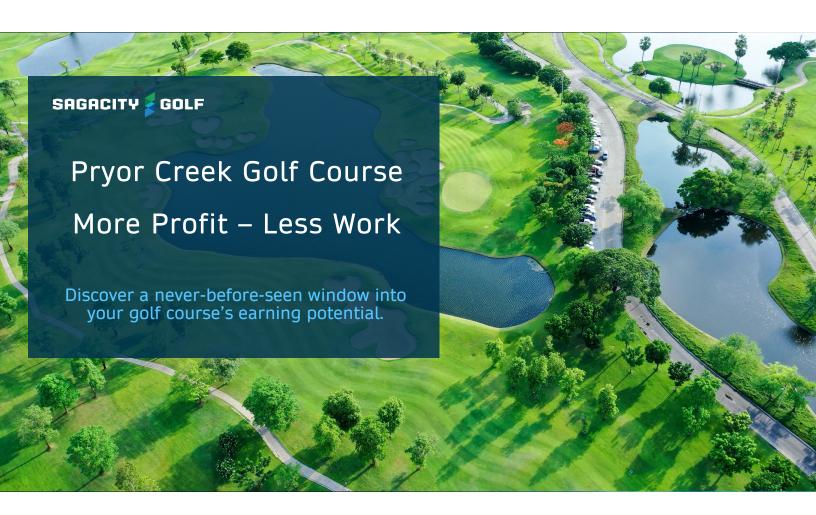
Fee and Collection thereof:

All fees are paid through the Sagacity "One Player" program. Under the "One Player" program, each day the first tee time reservation on the golf course app or Daily Deals requires the golfer to pre-pay for first golfer slot (max 7 golfer slots/week). Sagacity collects and retains the associated revenue. Reporting is provided to verify all activity.

(Initia	I)
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^{*} All Golf Cash sales will be charged and settled to the Sagacity merchant account. Sagacity will remit payment via ACH or check monthly less 2% commission, and merchant fees of 2.9% plus \$0.30 per transaction.

^{**} All rounds sold via the Daily Deal Marketplace are pre-paid, non-cancellable and are charged and settled to the Sagacity merchant account. Sagacity will remit payment monthly less merchant fees of 2.9% plus \$0.30 per transaction. Sagacity reserves the right to charge applicable sales taxes and fees to buyer purchasing Daily Deals.



Discover hidden opportunities to increase your green fee revenue

Imagine being able to set the right price, without crunching numbers and digging through spreadsheets. That means opportunities to increase your green fee revenue are revealed, while saving time in your busy day.

Powered by your course's historical data and market demand, Sagacity is a never-before-seen window into your golf course's earning potential.

Golf managers & owners increase green fee revenue with Sagacity Golf's performance tools

Price tee times with confidence

Take the guesswork and time spent setting rates. Sagacity Golf helps you quickly arrive at the right price, based on historical data and market demand.

Stay on track with bookings

Never panic about whitespace again. Sagacity Golf looks ahead and tells you if certain tee times need attention or if everything's on track.

Gain insight into course performance

Know exactly how your course stacks up. Sagacity Golf reveals exactly how your course is performing and how you stack up in the market.

SAGACITY 💈 GOLF

Products built to drive revenue (and make your job easier)



Benchmark

See how your course performed

Benchmark is the only independent benchmarking report in the golf industry, revealing how your course performance compares to others in your market.





Power Pricing Tools

Take the guesswork out of setting rates

Quickly arrive at the right price for any tee time. Based on your course's historical data, these patent-pending tools do the number crunching for you, so you're free to focus on other things.



Forecaddie

Unlock new revenue, automatically

Forecaddie is a revenue growth engine for golf courses. Automatically earn more from your popular hours and quickly sell off rounds at risk, so you can make more money.

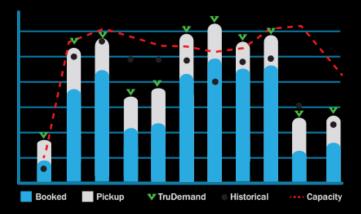
Forecaddie

Unlock new revenue 24/7 Automatically

- Automatically sets the best prices for you
- Proven to increase green fee revenue by 10% or more
- Integrates into your tee sheet

SAGACITY **S**GOLF

Stay on track with smart promotion



Never worry about the whitespace on your tee sheet again. Forecaddie tracks your bookings and identifies future hours that aren't filling up like they should, based on your historical demand. These hours are intelligently promoted and sold directly to your customers via our website widget.

Forecaddie

Unlock new revenue 24/7 Automatically

- Looks ahead and shows you how you stack up
- No more guessing about the whitespace on your tee sheet
- See daily, weekly and monthly performance before its too late!

Earn more revenue from popular hours

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUHDAY

Forecaddie automatically squeezes additional revenue out of your most popular hours by raising rates when you have the demand. You authorize the amount of increase.



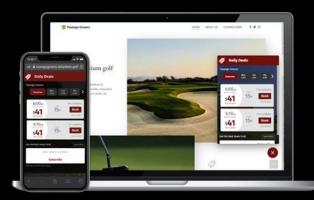
Forecaddie Widget

Unlock new revenue 24/7 Automatically

- Identifies future hours that aren't filling up and intelligently promotes and sells direct to your customers.
- Drive revenue through automated text promotions under your course's brand.
- The Forecaddie Widget becomes part of your website and uses your brand colors and logo.

SAGACITY **S**GOLF

Sell directly to your customers



Market and sell Daily Deals to customers under your own brand. Forecaddie includes everything you need to create your own direct-to-consumer strategy, including a booking engine, website widget, text club, mobile app and Instagram ads.

Power Pricing Tools:

Group

Quickly arrive at the right group price

Group is a calculator that instantly reveals the best price range for any group.

Simply plug in the factors you want to consider and get the right answer. It's the quickest way to make sure every quote is profitable and competitive.

(WED 8/21	THU 8/22	FRI 8/23	SAT 8/24	SUN 8/25	MON 8/26	TUE >			
TOTAL DAY REVENUE	\$11,163	\$13,278	\$14,950	\$11,092	\$13,464	\$8,128	\$9,253			
6:00 8:00 AM	2 hour Pre-Block									
	course Oswego Gro	eens	PLAYERS 72	PRICE PER PLAYER \$131	FOR Shot	TEE OFF TIME 8:00am				
	GROUP PRICE \$9,432			GROUP PRICE \$9,432	GROUP PRICE \$9,432	GROUP PRICE \$9,432	GROUP PRICE \$9,432			
	AVERAGE REVENUE \$6,802	AVERAGE REVENUE \$8,293	AVERAGE REVENUE \$10,751	AVERAGE REVENUE \$8,559	AVERAGE REVENUE \$9,459	AVERAGE REVENUE \$5,952	AVERAGE REVENUE \$6,341			
1:00 PM	*DIFFERENCE \$2,630	*DIFFERENCE \$1,139	ADIFFERENCE \$-1,319	*DIFFERENCE \$873	∆DIFFERENCE \$-27	*difference \$3,480	*DIFFERENCE \$3,091			
	BREAK EVEN \$94	\$115	\$149	BREAK EVEN \$119	\$131	BREAK EVEN \$83	BREAK EVEN \$88			
	① Price Details	① Price Details	① Price Details	① Price Details	① Price Details	① Price Details	① Price Details			
	افا Edit Group ساله Advanced Stats	اثا Edit Group ملا Advanced Stats	انا Edit Group سان Advanced Stats	الله Edit Group الله Advanced Stats	اثا Edit Group سلام Advanced Stats	الله Advanced Stats	اثا Edit Group سا Advanced Stats			
1:00	AVERAGE REVENUE	AVERAGE REVENUE	AVERAGE REVENUE	AVERAGE REVENUE	AVERAGE REVENUE	AVERAGE REVENUE	AVERAGE REVENUE			
PM	\$1,678	\$1,744	\$2,015	\$718	\$1,110	\$842	\$1,122			
2:00 PM	AVERAGE REVENUE \$1,309	AVERAGE REVENUE \$1,650	AVERAGE REVENUE \$1,163	AVERAGE REVENUE \$707	AVERAGE REVENUE \$1,100	AVERAGE REVENUE \$665	average revenue \$684			



Power Pricing Tools:

Power Hours

Know your most profitable hours of the day

The 50/20 Rule: 50% of a golf courses revenue comes from 20% of its tee times.

These are your POWER HOURS

A 10% price increase on Power Hours could generate over \$50-100K in new revenue

SAGACITY 💈 GOLF

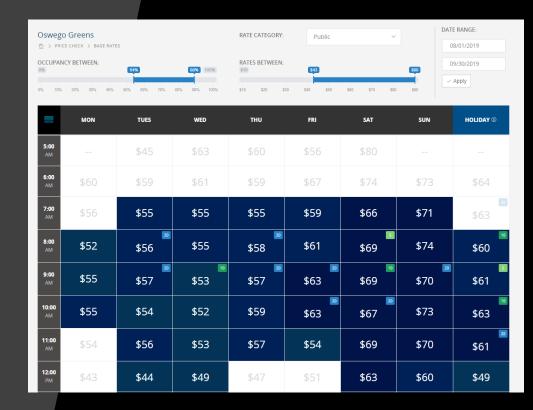


Power Pricing Tools:

Price Check

Set the right rates

- Set your base rate with confidence
- Take the guess work out of setting your rates for your different rate categories
- Filter by Rate Category, Average Rate, Occupancy





Course App

Drive engagement and revenue with your own app

Be where golfers are - their phones

Give golfers the experience they expect with an app that lets them quickly book tee times and make bets with friends. Build a direct relationship that keeps them engaged and coming back.

Make it easy to spend at your course

Offer your golfers a digital wallet that keeps money on your property. Offer loyalty programs and simple ways to pay for green fees, food, and drinks that encourage a bigger spend for every outing.

Up the fun with digital scoring and GPS tracking

Forget the tiny pencils and let golfers use your app to score their rounds in any format – plus plan their next shot with GPS tracking.

SAGACITY 💈 GOLF



Benchmark

See how your course performed

- The only independent, validated benchmarking report in the industry.
- Base decisions on what matters: validated, independent data.
- Find out if you're bartering your best tee times and take control of barter relationships.

Report #1 - Mont	bly Dorf	- rmono	c Cnone	hat Mu	Course	Wa Can	an atitiva	Cat				
Report #1 - World	illy Ferr	Dimanc	e Snaps	HOL - WIY	Course	vs. Con	ipellive		hmark	a nervicor si	fa tol	**
			W - 17 2 72 2 74 1	1 NOT 100 10	W22 1 12 T	200 00 0000	278670020	⊎SA	GACITY GOL	NO ®NO	GCOA	
For the month of: September 2019 Date Created: October 15, 2019 Monthly Competitive Set Data Includes Subject Property September 2010												
September 2019												
	Occupancy (%)		ARPR (\$)		RevPAR (\$)			Channel Mix (%)				
	My Course	Comp Set	Index (OCCI)	My Course	Comp Set	Index (PARI)	My Course	Comp Set	Index (CHMI)	My Course	Comp Set	Index (ARRI)
Current Month	33.8	41.6	81.3	96.52	77.67	124.2	32.63	32.31	100.9	87.4	83.9	104.2
Year To Date	47.6	59.6	79.9	95.51	94.21	101.4	45.46	56.17	81.0	87.4	85.3	102.5
Running 3 Month	27.4	36.4	75.3	88.70	62.10	142.8	24.34	22.61	107.5	79.5	80.7	98.5
Running 12 Month	49.9	62.0	80.5	92.36	93.70	98.6	46.04	58.13	79.2	87.5	85.5	102.3
				Septem	ber 2019	vs. 2018	Percent Ch	nange (%))	8		
	Occupancy		ARPR		RevPAR			Channel Mix				
	My Course	Comp Set	Index (OCCI)	My Course	Comp Set	Index (PARI)	My Course	Comp Set	Index (CHMI)	My Course	Comp Set	Index (ARRI)
Current Month	-33.2	-16.6	83.4	40.7	22.2	118.5	-6.1	1.9	92.0	16.4	0.2	116.2
Year To Date	-9.7	-3.6	93.9	18.9	9.2	109.7	7.6	5.4	102.2	5.8	-0.1	105.9
Running 3 Month	-28.6	-5.5	76.9	40.1	13.5	126.6	0.0	7.1	92.9	12.1	-0.7	112.8
Running 12 Month	-8.4	-3.6	95.2	14.5	8.6	105.9	4.5	4.9	99.6	4.2	-0.3	104.5

Results - New Profit from Price Increases

Detroit Metro Municipal Golf Course \$25,345 in August 2023 \$21,073 in September 2023 \$14,700 in October 2023

California Destination Golf Resort \$69,705 in August 2023 \$47,609 in September 2023 \$55,339 in October 2023



The System Just Works

How Is Sagacity Better?

Accurate Foundational Data

Only Sagacity takes the time and effort to validate both reservation and transactional data from the tee sheet & POS to have an accurate base for dynamic pricing decisions. Using just tee sheet data means that the foundation is skewed by short-shows, no-shows, cancellations and blocks that are not updated during the day-of play. This leads to many missed revenue opportunities or raising prices where you shouldn't.

More Revenue Opportunities Unlocked Earlier

Our TruDemand functionality paired with your strategy ensures that as soon as an hour triggers an opportunity to raise prices, the increase is applied. No waiting for approval while other reservations are booked leading to missed revenue. The system is easy to learn, use, and saves hours every week spent analyzing tee sheets and making pricing decisions. Weather impact is built into the system foundation.

Adjust Multiple Golfer Classes & Fee Types

Other systems can only dynamically adjust one golfer or fee type. Sagacity can adjust multiple golfer/fee types at the same time. This means more control, customization, and revenue.

Expert Service Constantly Available

We are not a company that sells software and lets you figure it out. We have functional experts, who have run golf operations, assigned to walk with you and help dial in the system and strategies for maximum impact. They will proactively schedule regular reviews to analyze results and provide weekly performance reports.

Focus Both on Upside Opportunities & Where To Intelligently Promote

Only Sagacity provides the functionality and tools to understand exactly where you might be running behind pace, curate specials only from those hours, promote, and then sell those specials as prepaid Daily Deals on your web site. In effect, doing exactly what the hotel industry did to take back control of their clients from 3rd party discount sites by building out a direct-to-consumer platforms on their hotel websites.

Expertise-Experience-Golf Focus

Immense expertise and industry experience that is fully supported by and aligned with the NGCOA. Only Sagacity works as a strategic partner with the NGCOA. Only Sagacity staff are recognized as experts in the golf revenue management field and invited speak at all NGCOA conferences. Only the Sagacity platform was built from the ground up to focus on the golf industry.



Pricing / Support / Contract Term

- Investment Regardless of payment option chosen, there are no
 Upfront/Implementation costs, no charges until system is active, and no charges when the
 Golf Course is closed.
 - Payment Option 1: "One Player" cash payment option where the first golfer slot reserved each day via golf course app or Daily Deals, will be prepaid by the golfer. (7 golfer slots/week not foursomes) Sagacity will retain this revenue and there is no billing to the course.
 - Payment Option 2: \$1500/month
- Service: Unlimited service and support from a dedicated expert. Weekly reviews arranged as needed.
- Contract: Quit when you want with 30-day notice without cost or penalty.



SAGACITY 💈 GOLF

Mike Thorington
Head of Growth

(219) 670-0840 mthorington@sagacitygolf.com

LEARN MORE AT

www.sagacitygolf.com



