

Pryor Creek Golf Course Revenue 3 Year Average

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total	Difference from 2019-2020	
	\$35,595.55	\$23,521.62	\$25,025.48	\$14,811.78	\$11,342.41	\$7,125.13	\$6,251.35	\$14,129.83	\$22,678.74	\$6,168.90	\$70,590.98	\$60,735.33	\$49,451.84	\$48,850.68	\$40,354.34	\$26,822.39	\$19,538.19	\$37,185.66	\$9,528.90	\$9,237.08	\$25,000.00	\$46,000.00	\$95,000.00	\$51,476.65	\$458,445.73	\$51,476.65	
Total	\$297,977.10																									\$458,445.73	\$51,476.65
	\$43,495.37	\$28,454.48	\$27,461.61	\$18,467.91	\$11,992.09	\$9,144.71	\$6,634.14	\$9,237.08	\$18,567.63	\$28,790.13	\$69,373.54	\$51,476.65	\$49,451.84	\$48,850.68	\$40,354.34	\$26,822.39	\$19,538.19	\$37,185.66	\$9,528.90	\$9,237.08	\$25,000.00	\$46,000.00	\$95,000.00	\$51,476.65	\$458,445.73	\$51,476.65	
3 year average	\$43,495.37	\$28,454.48	\$27,461.61	\$18,467.91	\$11,992.09	\$9,144.71	\$6,634.14	\$9,237.08	\$18,567.63	\$28,790.13	\$69,373.54	\$51,476.65	\$49,451.84	\$48,850.68	\$40,354.34	\$26,822.39	\$19,538.19	\$37,185.66	\$9,528.90	\$9,237.08	\$25,000.00	\$46,000.00	\$95,000.00	\$51,476.65	\$458,445.73	\$51,476.65	
	\$5,956.47	\$20,396.20	\$12,892.73	\$8,354.48	\$7,546.10	\$28,040.95	\$2,894.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,856.29	\$25,329.06	\$15,328.86	\$12,010.61	\$8,195.78	\$30,060.53	\$3,277.55	\$0	\$0	\$0	\$0	\$0	\$108,058.68	\$108,058.68	
Above 3 Year average	\$5,956.47	\$20,396.20	\$12,892.73	\$8,354.48	\$7,546.10	\$28,040.95	\$2,894.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,856.29	\$25,329.06	\$15,328.86	\$12,010.61	\$8,195.78	\$30,060.53	\$3,277.55	\$0	\$0	\$0	\$0	\$0	\$108,058.68	\$108,058.68	
3 year average	\$43,495.37	\$28,454.48	\$27,461.61	\$18,467.91	\$11,992.09	\$9,144.71	\$6,634.14	\$9,237.08	\$18,567.63	\$28,790.13	\$69,373.54	\$51,476.65	\$49,451.84	\$48,850.68	\$40,354.34	\$26,822.39	\$19,538.19	\$37,185.66	\$9,528.90	\$9,237.08	\$25,000.00	\$46,000.00	\$95,000.00	\$51,476.65	\$458,445.73	\$51,476.65	
Total	\$323,095.35																									\$323,095.35	\$86,081.69

Name	Converted	New Membership	Amount
Dr, Paul Mobley	Silver	Senior	\$526.71
Nick Cramer	Silver	Family w/Cart	\$2,185.00
Tom Linihan	Silver	Senior	\$526.71
Gary Rosebrough	Silver	Family w/Cart	\$758.82
Darrell Watkins	Silver	Senior	\$526.71
		Cart Stall	\$760.00
Chad Graves	New	Single	\$608.08
Eddie Stephens	Silver	Senior	\$526.71
Donnie and Kim Whtenack	Silver	Senior Fam.	\$688.19
Gary and Debi Wagner	New	Sen Family w/cart	\$1,948.00
Brent Bridges	Silver	Senior Monthly	\$48.28
Total			\$9,103.21

Members Renewing in Dec.

Clifford Hurt	Senior		\$526.71
	Trail On Cart		\$380.00
Rex Morgan	Senior		\$526.71
	Trail On Cart		\$380.00
Jack and Karen Dryden	Senior Family		\$688.19
Bill and Mary Kannegiesser	Senior Family		\$688.19
Lemual and Patsy Vance	Senior Family		\$688.19
Harry T. Dail	Senior		\$526.71
Don and Shelba Baker	Family		\$758.82
	Cart Stall		\$760.00
Stan and Rhonda Lee	Senior Family		\$688.19
Jim Kelley	Senior		\$526.71
Wayne Qualls	Senior		\$497.48
Mike Finnell	Senior		\$526.71
Anthony Forrest	Single		\$608.08
Brian Cooper	Single		\$688.19
	Cart Stall		\$760.00
Total			\$10,218.88

All Memberships Total

\$19,322.09

January 2021 Memberships Changes

Richard Millus (Health)	\$48.28 Cancelled
Michael Houser	\$547.32 Renew
Treston Beene	\$61.38 New



ANNUAL GOLF MEMBERSHIP FEES FOR PRYOR GOLF COURSE 2021

Memberships are good for 12 months from the date of purchase.

SENIOR SINGLE Option 1 Monthly \$49.95 + \$2.94 (tax) = **\$52.93**
Option 2 Yearly - \$516.95 + \$30.37 (tax) = **\$547.32**
Option 3 Monthly using our Cart - \$164.95 + \$9.69 (tax) = **\$174.64**
Option 4 Yearly using our Cart - \$1,769.95 + \$103.98 (tax) = **\$1,873.95**

SENIOR FAMILY Option 1 Monthly - \$69.95 + \$4.11 (tax) = **\$74.06**
Option 2 Yearly - \$714.95 + \$42.00 (tax) = **\$756.95**
Option 3 Monthly using our Cart - \$185.53 + \$10.90 (tax) = **\$196.43**
Option 4 Yearly using our Cart - \$2,023.95 + \$118.91 (tax) = **\$2,142.86**

TO BE ELIGIBLE FOR SENIOR STATUS YOU MUST BE 55 AND OVER

SINGLE Option 1 Monthly \$57.95 + \$3.40 (tax) = **\$61.35**
Option 2 Yearly - \$629.95 + \$37.01 (tax) = **\$666.96**
Option 3 Monthly using our Cart - \$179.95 + \$10.57 (tax) = **\$190.52**
Option 4 Yearly using our Cart - \$1,929.95 + \$113.38 (tax) = **\$2,043.33**

FAMILY Option 1 Monthly - \$72.95 + \$4.29 (tax) = **\$77.24**
Option 2 Yearly - \$789.95 + \$46.41 (tax) = **\$836.36**
Option 3 Monthly using our Cart - \$208.95 + \$12.28 (tax) = **\$221.23**
Option 4 Yearly using our Cart - \$2,269.95 + \$133.36 (tax) = **\$2403.31**

***FULL TIME STUDENT THROUGH 12TH GRADE AND FULL TIME*

*COLLEGE STUDENT THROUGH THE AGE OF TWENTY-THREE (23) LIVING IN YOUR HOME***

JUNIOR Only Option - \$136.95 + \$8.05 (tax) = **\$145.00**

JUNIOR RATES ARE AVAILABLE FOR STUDENTS THROUGH 12TH GRADE

CORPORATE (3) Members - \$2,629.95 + \$154.51 (tax) = \$2,784.46

- Includes Green Fees and Cart anytime.
- Add up to 5 additional members see Corporate Membership Form
- Corporate Members would also receive 20% off Green Fees for guests. (excludes tournaments)
- **Must be full time company employees with benefits**

CART STALL RENTAL \$760.00 – Must use Option 2

TRAIL ON CART \$380.00 – Must use Option 2

Please pay with cash or check.

CREDIT CARD Paper set up fee Add 5% We accept Mastercard, Visa, Discover and American Express.

All Monthly Memberships are a 12 month contract.



2021 Fee Schedule

Green Fees (all day as long as you don't leave the premises)

Weekdays.....	\$24.50
Weekdays Jr./ Sr.....	\$14.00
Weekday Twilight.....	\$12.50
Weekend / Holiday.....	\$25.50
Weekend / Holiday Twilight.....	\$13.00

Senior rates are 55 years and older. Rates are for Monday-Friday except Holidays.

Juniors are under 18 - Under 8 play free.

Juniors play free on Tuesday's with a paid adult.

Green Fee (9 Hole)

7 days per week	\$13.00
7 days per week Jr.	\$9.00

Cart Rental (per rider)*

9 Holes	\$9.00
18 Holes.....	\$14.50
Pull Cart.....	\$3.50
Private Cart Rental Surcharge (per rider).....	\$8.00

* Under 8 years old ride free

Corporate Membership Application 2021

Date of Application: _____ New _____ Renewal _____

Place of Business Name: _____

Business Address: _____
(Street) (City) (State) (Zip)

Primary Applicant's Name: _____
Last First Middle Initial

Mailing Address: _____
(Street) (City) (State) (Zip)

E-Mail Address: _____ Phone # _____

Please print clearly the names and phone numbers of ALL people who will be included in your membership. Must be full time company employees. (See Annual Golf Membership Fees sheet for definitions.)

	Pricing	Last, First	Phone Number
		1.	
		2.	
*3 member minimum	\$2784.46	3.	
*Additional members, add \$100	\$2,884.46	4.	
*Up to, the 5th member	\$2,984.46	5.	
*Members 6-9 adds \$200 per member	\$3,184.46	6.	
	\$3,384.46	7.	
	\$3,584.46	8.	
	\$3,784.46	9.	

READ THE FOLLOWING AND INITIAL:

_____ I understand I am purchasing a membership to the PCGC, owned and operated by the City of Pryor Creek. Dues are annually. Annual memberships expire one year from the contract. There will be a 5 day grace period and then my membership will be inactivated. All Prices are subject to change.

_____ I understand I will be required to complete a liability form to use the facility.

_____ I agree to abide by all PCGC rules and regulations. Violations may result and revocation of my membership privileges.

_____ I accept responsibility for my household members and my guests. Furthermore, PCGC has the right to refuse services.

_____ PCGC will not be held responsible for any accidents or injuries incurred while on PCGC's premises.

 Applicant's Signature



**Board of County Commissioners
Mayes County, Oklahoma**

**Matt Swift, District No. 1
Meredith Frailey, District No. 2
Ryan Ball, District 3
Dana Thompson, Secretary**

**1 Court Place, Suite 140
Pryor, Ok 74361
Tel. 918-825-0639
Fax 918-825-3811**

December 23, 2020

Jonathan Polk, Lake Manager
Fort Gibson Lake Project Office
U.S. Army Corps of Engineers
8568 State Hwy 251A
Fort Gibson, Oklahoma 74434

Re: Section 4(f) *de minimis* finding for Bridge and Approaches project on County Road EW-530 over two Unnamed Creeks (BR 85 & 89), located approximately 5.5 miles east of US-69/SH-69A junction in Mayes County; JP 31147(04).

Dear Mr. Polk:

Mayes County, in coordination with the Oklahoma Department of Transportation (ODOT) and the Federal Highway Administration (FHWA), is proposing to replace two bridges and approach roadway on County Road EW-530 over Unnamed Creeks located within US Army Corps of Engineers owned Fort Gibson Lake. A portion of this property, in which the project site is located, is operated by the City of Pryor for the Pryor Creek Golf Course. Due to the proposed use of property located within USACE lands leased to the Pryor Creek Golf Course, Section 4(f) regulations of the U.S. Department of Transportation Act of 1966 apply to the project.

Mayes County is proposing to apply a *de minimis finding* in regard to impacts to the USACE- Fort Gibson Lake. *De minimis* applies to projects that do not adversely affect the projected activities, features, or attributes of the Section 4(f) resource (USACE- Fort Gibson Lake). The proposed improvement consists of replacing the existing structurally deficient bridges to provide a 26-foot-wide clear roadway at both bridge locations. The approach roadway will consist of two (2)-12 ft wide driving lanes with 5-6-foot-wide shoulders. Approximately 1.22 acres of new easement within the USACE- Fort Gibson Lake will be required in order to construct the bridges. This constitutes less than 1 percent of the USACE- Fort Gibson Lake. The entire project length is approximately 1,880 feet long. The roadway will be closed to traffic during construction for approximately six months. The project is currently scheduled for construction in Year 2025.

ODOT and Mayes County have coordinated with the Pryor Creek Golf Course and the USACE with regard to avoidance, minimization, and mitigation of impacts of the project on the USACE- Fort Gibson Lake and Pryor Creek Golf Course. The following measures are proposed to minimize and mitigate impacts to the USACE- Fort Gibson Lake from the additional easement required for the proposed action. There will be no additional mitigation

for the easement requirement for the project. Additional mitigation may be required for impacts to jurisdictional waters or wetlands under Section 404 of the Clean Water Act. This will be determined during the Section 404 permit application process.

- 1) The bridges will be replaced at their current location. This allows for minimal use of property located within the USACE- Fort Gibson Lake.
- 2) To preserve the nature of the subject property and the nearby land and water, the use of the appropriate best management practices - including, but not limited to, storm water, erosion, and dust control, and chemical/fuel handling will be required and implemented as part of the construction project.
- 3) The roadway will be closed during construction to minimize the construction footprint and impacts.

The public has been given the opportunity to review and comment on the effects of the project on the 4(f) property by a notice posted on the USACE, Pryor Creek Golf Course and Mayes County websites from October 23, 2020 to November 22, 2020. No public comments were received.

We look forward to working with your office to achieve an improved transportation system while protecting Fort Gibson Lake. Your concurrence in the determination of this finding is hereby respectfully requested.

If you have any questions, feel free to contact me at (918) 476-0777.

Sincerely,

Meredith Frailey
 Meredith Frailey, Commissioner
 Mayes County, District # 2

Concur: *Jonathan Polk*
 Jonathan Polk, Lake Manager
 Fort Gibson Lake Project Office
 U.S. Army Corps of Engineers

Digitally signed by
 POLK, JONATHAN, J 1230887795
 Date: 2021.01.05 07:01:56
 -06'00'

Date _____

Concur: *Dennis Bowman*
 Dennis Bowman, PGA
 Pryor Creek Golf Course
 City of Pryor

Date 1-25-21

Concur: *Larry Lees*
 Larry Lees, Mayor
 City of Pryor Creek

Date 01/25/2021

John Deere Aercore 800
 Purchased Used in 2014
 Date: 1-31-21

Parts to get into shape to operate with limited breakdowns (does not include motor) \$1,150.63
 Parts on back sheet \$241.87

Motor 17 years old How much longer it will last? \$1,900.00
 Core Collector \$1,999.00

Labor estimate per Scott \$800.00

Total \$6,091.50

Aeration Time	Hours	Rate	
March - Core procedure	28	\$30.00	\$840.00
April - Venting	8	\$16.00	\$128.00
May - Venting	8	\$16.00	\$128.00
June - Venting	8	\$16.00	\$128.00
July - Venting	8	\$16.00	\$128.00
Aug - Venting	8	\$16.00	\$128.00
Sept. - Core Procedure	28	\$30.00	\$840.00

One Year in Labor savings \$2,320.00

Total Saving by Purchasing Toro Grenns Aerator **\$14,503.00**

PO #:

3417301091

Date: Jan 06 2021

Account #:

* Guides for lining up rows

Dealer Information

Name: P & K EQUIPMENT, INC.

Address: 4385 W 520, n/a
 PRYOR, OK 74361
 United States

Phone: 9188248541

Fax:

Contact: Pryor Creek Golf Course

Kohler.com

Customer Information

Name:

Address:

Phone:

Email:

Contact:

Throttle cable
AMT1959 - AMT2419
Solenoid
Throttle control

Part No.	Description	PIN	Comment 1	Comment 2	Qty	Unit Price	Price
19H1227	Cap Screw		Turf And Utility	800 - AERATOR	2	0.48	0.96
MT3954	Washer		Turf And Utility	800 - AERATOR	2	0.68	1.36
MT3840	Guide		Turf And Utility	800 - AERATOR	1	18.33	18.33
M71684	Extension Spring		Turf And Utility	800 - AERATOR	2	16.35	32.70
AMT1981	Hub		Turf And Utility	800 - AERATOR	2	289.42	578.84
AMT1998	Roller Chain		Turf And Utility	800 - AERATOR	2	115.98	231.96
MT4035	Chain Sprocket		Turf And Utility	800 - AERATOR	2	78.95	157.90
MT3429	Round Belt		Turf And Utility	800 - AERATOR	1	98.61	98.61
MIU11020	Spark Plug		Turf And Utility	800 - AERATOR	2	4.19	8.38
AM125424	Oil Filter		Turf And Utility	800 - AERATOR	1	8.64	8.64
GY20576	Air Cleaner Kit		Turf And Utility	800 - AERATOR	1	8.20	8.20
M132439	Filter Element		Turf And Utility	800 - AERATOR	1	4.75	4.75

Currency:

Subtotal: 1150.63

AMT 2419	Solenoid	175.09
AMT 2022	Throttle Cable Push/Pull	34.24
MT 3879	Guide X2	27.10
MT 3954	Washer X4	2.72
AMT MT 3953	Screw X4	2.72
		<hr/>
		\$ 241.87

Proposal prepared for:

Chris Bowman
Plymouth Golf Course

foreUP



Proposal created by:

Chris Bowman
Plymouth Golf Course

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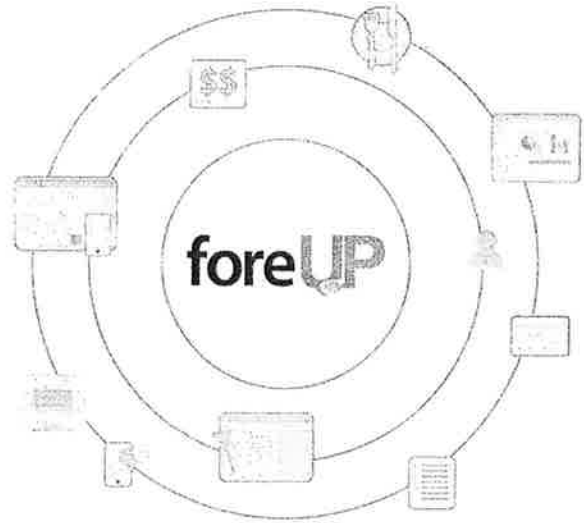
Signature Page

foreUP License Terms and Conditions

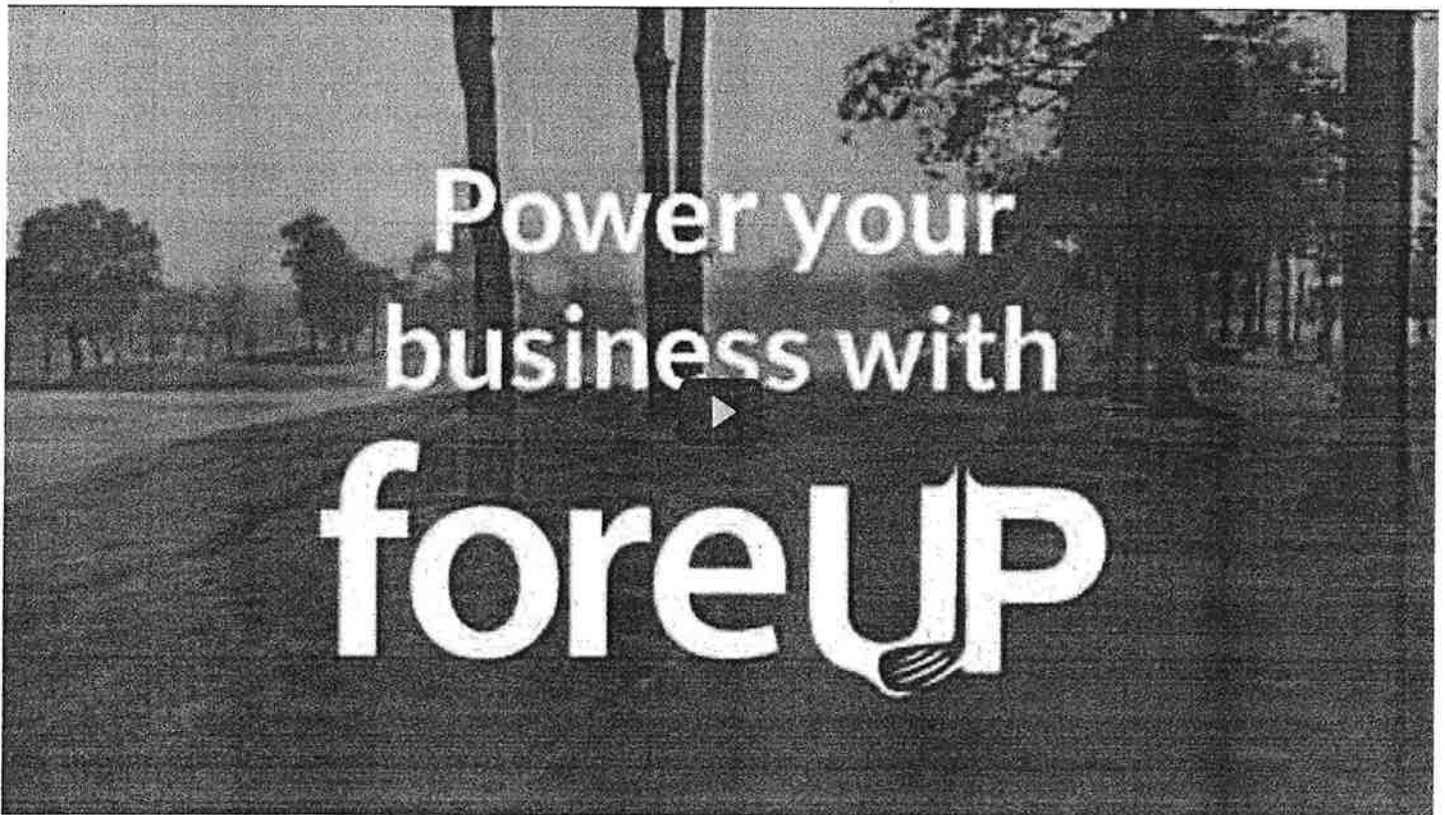
Who We Are

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

- 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

Point of Sale

- 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)

Email / Text Marketing

- 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

Website

- Dedicated Website Support Line
- Full Website Build
- All Builds are Completely Computer, Tablet, and Mobile Friendly
- Website Hosting
- Regular Updating and Monitoring of Website

Member Billing

- 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

Food & Beverage

- 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

Implementation

- 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

Select Your Pricing Option	Terms
<input type="checkbox"/> Monthly Cash Payment (See Section 6.1)	\$780.00 / Mo
<input type="checkbox"/> Inventory Exchange (See Section 6.3) <ul style="list-style-type: none">• 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	1 Tee Time / 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:
Name:
Title:
Date:

By:
Name:
Title:
Date:

Needed Payment Information:

Payment amount dues are billed on the 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; Credit Card or ACH. Please fill in either CC or ACH:

Credit Card:

ACH:

Card Number:

Bank Name:

Exp: /

Account Number:

CVV:

Routing Number:

Facility/Location Address(es): 724 E 530

I have read and agree to the terms and 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 [Section 6.1](#) 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. Base Fee. As partial consideration for the license granted in Section 2, 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.

6.2.2. Inventory Exchange Fees. In addition to the Monthly Fee, and 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 Section 7, 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. No Restrictions on Other Activities. 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. Indemnification. 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. No Conflicting Agreements. 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. Right to License. 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. No Infringement. 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.

Maintenance Meeting 2-01-21		
Priority	Projects:	Date Completed
	Greens and Irrigation	
1 Alan	Plug greens almost all.	
2 Alan	Sand some greens #7	
1. Scott	Fix water leaks: , 15 Green QC, X 2, 17 Rough, . #18,#11 Fairway up by green	
2	Hook up Box Blade and drag roads	
1	Sod #17 and #13 Drain lines, around #10 green Water Hose at wash pad - remove	
1	Trim and remove trees #16 green (1), #4 Green (1), #10 Green (1) Cut down stumps #13,#4	
2	Clean up dirt around #3 Tee	
2	Install drain line on #8 Tee,#11 Green and cart path.	
	Spraying Preemergence	
1	Spraying Preemergence around greens Driving Range Fairways	
	Equipment Repair	
	Fairway Mower, backlap reels, set height and hydrolic motor and wire connector	
	Greens Mower Front scrapers, Order and install.(door Sweeps) Hamil Metals replace roller pipe	
	Golf Course	
	Patch cart paths Fix Bridge on #2, # 7 Creek Step? Prune tree roots in fairway edges. Stumps, #1 left rough, #2 left rough, 18 creek left side, 14 tree line behind 14 green Have Buddy look at Bridge on #8, look at cart path on #10, and look at replacing the practice bunker with gravel. Signs for Restrooms Closed.	
	Pump Sation Repair	
	Test time Pump station stays off, change card and check batteries 1-22-21 Remove tree next to pump station Check wiring on # 2 Pump motor. Build manifold for pump station on bad weather day	
	Pro Shop Area	
	Replace outside light bulbs around Pro Shop and Cart building front left Paint Cart buildings (2) Repair Gutter on Cart Building above Bill K. Cart stall	
	Notes:	
	Keep tees moved. No cups around bad areas. Stay off clean up circles one time per week only Alternate direction every week on cleanup. Control cart traffic: move ropes, signs etc. Trash: keep picked up off the course, don't drive past the trash.	
	Summer Program Sunday thru Thursday, Tuesday thru Sat. Bunker edges raking sand out of them. Leaf control: Blow off surrounds around greens with big the blower, fairways. Etc.	

Maintenance Meeting 1-25-21		
Priority	Projects:	Date Completed
	Greens and Irrigation	
	Due to the weather lets leave greens alone this week, no changing cups until Friday, no rolling just blow.	
1 Alan	Plug greens almost all.	
2 Alan	Sand some greens #7	
1. Scott	Fix water leaks: , 15 Green QC, X 2, 17 Rough., #18,#11 Fairway up by green	
2	Hook up Box Blade and drag roads -	
1	Sod #17 and #13 Drain lines, around #10 green ◀	
1	Trim and remove trees #16 green (1), #4 Green (1), #10 Green (1) Cut down stumps #13,#4	
2	Clean up dirt around flower bed and #3 Tee	
2	Install drain line on #8 Tee,#11 Green and cart path.	
1	Clean Mowers	
	Equipment Repair	
2. Scott	Repair carts (2) Jason with ezgo will fix #5 Friday or Monday	
	Take reels off of Fairway Mower, disassemble Reels on fairway unit. order bedknives and screws?	
	Call Jacobson mechanic to find out about hydraulics	
	Greens Mower scrapers, Order and install.	
	Welding: B. Repair G - Plex Mower frame. C. Fix roller for John Deere?	
	Repair Jacobsen Fairway Mower, wire connection (Dennis Logan), hydraulic wheel.	
	Golf Course	
	Patch cart paths	
	Fix Bridge on #2, # 7 Creek Step?	
	Prune tree roots in fairway edges.	
	Stumps, #1 left rough, #2 left rough, 18 creek left side, 14 tree line behind 14 green	
	Have Buddy look at Bridge on #8, look at cart path on #10, and look at replacing the practice bunker with gravel.	
	Signs for Restrooms Closed.	
	Pump Station Repair	
	Test time Pump station stays off, change card and check batteries	
	Remove tree next to pump station	
	Check wiring on # 2 Pump motor.	
	Build manifold for pump station on bad weather day	
	Pro Shop Area	
	Replace outside light bulbs around Pro Shop and Cart building front left	
	Paint Cart buildings (2)	
	Repair Gutter on Cart Building above Bill K. Cart stall	
	Notes:	
	Keep tees moved.	
	No cups around bad areas.	
	Stay off clean up circles one time per week only	
	Alternate direction every week on cleanup.	
	Control cart traffic: move ropes, signs etc.	
	Trash: keep picked up off the course, don't drive past the trash.	
	Summer Program Sunday thru Thursday, Tuesday thru Sat.	
	Bunker edges raking sand out of them.	
	Leaf control: Blow off surrounds around greens with big the blower, fairways. Etc.	

**MINUTES
PARK BOARD
SPECIAL MEETING
MONDAY, FEBRUARY 1ST, 2021
6:30 P.M.**

THE PARK BOARD MET IN SPECIAL 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 6:30 p.m. Members present: Bill Kannegiesser, Melinda Marks, Pat Richard, Casey King, Lori Siever, Chris Graves and Keith Shelby. Members absent: none.

Others present: Mayor Larry Lees, Park Superintendent Frank Powell, Golf Director Dennis Bowman, Terry Aylward and Ryder King.

2. DISCUSS, POSSIBLY APPROVE THE MINUTES OF THE NOVEMBER 23RD, 2020 REGULAR MEETING.

Motion was made by Richard, second by Graves to approve the minutes of the November 23rd, 2020 regular meeting. All voted yes.

3. PARK REPORT – SUPERINTENDENT FRANK POWELL:

a. Parks

Powell reported that they have been very busy. He has a new employee who used to work for him who came in and picked up where he left off and is doing great. There has been some tree trimming taking place.

The Whitaker Park restroom renovation was approved in December and has been approved to be paid for with Bond money. The project is set to begin on February 15th, 2021 and they have 120 days to complete it. Powell stated that he would like to use some of the funds in his Capital Outlay Account that he thought would have to go toward the restrooms to put in a parking area at Bobby Buck. Powell asked the Board if they think he should bring in port-a-potties for the period of time it will take to build the new Whitaker restrooms. It was agreed that would be a wise decision. Powell also reported that MUB recently took down a cedar tree that was right by the restrooms, and they discovered it was rotted when it came down. He is very glad they got it down before it fell on its own.

As soon as weather permits, they will get the new play equipment installed at Bobby Buck. Graves asked about the status of the bench dedicated to Leo Perry. Powell explained that there had been a miscommunication when he gave the company the go-ahead, but he has been back in contact and they are working on it. Powell reported that the pool is set to open this summer.

He will begin the process of finding a pool manager in the days ahead. The Recreation Center will not be managing it, but they are willing to help with lifeguards. He and Jessica Long are in communication.

b. Cemetery

Powell reported that they have been very busy at the cemetery over the last month to six weeks. They have had multiple funerals each week. Mayor stated that their revenue has been approximately \$2,500.00 per week. They have not had any flooding or drainage issues lately and with the upcoming drainage project at 3rd and Eastmanor the drainage will be improved even more. He reported that they will be working on cemetery roads in coming days. They have a new mower, as well.

4. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING USE OF WHITAKER PARK BY THE MAYES COUNTY AMATEUR RADIO CLUB ON SATURDAY, JUNE 26TH, 2021 THROUGH SUNDAY, JUNE 27TH, 2021 FOR THEIR ANNUAL FIELD DAY EVENT.

Motion was made by Shelby, second by Marks to recommend Council regarding use of Whitaker Park by the Mayes County Amateur Radio Club on Saturday, June 26th, 2021 through Sunday, June 27th, 2021 for their annual Field Day event. All voted yes.

5. GOLF COURSE REPORT – DIRECTOR DENNIS BOWMAN

Bowman handed out a packet of information to each Board member (included). He went through each one, outlining the Golf Course's 3-year average, as well as revenues generated by the December 2020 campaign. He reported that they are already \$108,058.68 ahead of last fiscal year. Bowman stated that he is working on a new membership drive that he plans to present at the next meeting. He also plans to give them a financial update each month. Now that Alan Null is full-time and doing most of the spraying, Bowman has a lot more time to work on marketing. Bowman is gathering roofing bids that he plans to present at the next meeting, as well.

Bowman reported on several incidents of vandalism at the Golf Course since October. He stated that someone broke open a panel box and meter with air pistols, and three weeks later someone broke into a cart building and drove some carts around and messed up the course, then ran them into the creek. Last Thursday, someone broke into a cart building and stole a member's clubs, as well as some propane bottles and a propane heater. Richard asked if he has considered an alarm system for these buildings. Bowman said he would look into that option.

Graves was concerned about the damage done to the carts, since they are being purchased by the company selling us the new carts in a few weeks. Bowman assured him that repairs have been made to those carts and there is no danger of us losing out on the deal that was made.

Richard stated that she found out about the vandalism in The Paper. She requested that the Board be informed when things like this happen. Bowman stated that he is happy to communicate whatever the Board would like. Kannegiesser stated that it

was probably his place to let everyone know, and he will make sure they are kept in the loop going forward.

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

Motion was made by King, second by Shelby to recommend Council action regarding accepting bid from Professional Turf Products, L.P. for a Toro Greens Aerator in the amount of \$35,698.00 from bids received. Other bid received P&K Equipment in the amount of \$20,000.00; and accepting bid from P&K Equipment for a Deep Tine Aerator demonstrator model in the amount of \$35,100.00 as in the best interest of the city from bids received. Other bids received Pro Turf: \$27,592.18; KGT \$10,210.00. Voting yes: Kannegiesser, Marks, Richard, King, Shelby. Voting no: Siever and Graves.

7. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING MONTHLY CONTRACT WITH FOREUP FOR TEE TIME SHEET AT THE PRYOR CREEK GOLF COURSE.

Motion was made by Shelby, second by King to recommend Council action regarding monthly contract with ForeUp for tee time sheet at the Pryor Creek Golf Course. It was stated that this will require a one-time fee of \$450.00. Voting yes: Marks, Richard, King, Siever, Graves, Shelby, Kannegiesser. Voting no: none.

8. ADJOURN.

Motion was made by Shelby, second by Richard to adjourn at 8:37 p.m. All voted yes.