



AGENDA REPORT

CITY OF SAN CLEMENTE

CITY COUNCIL MEETING

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: March 19, 2024

Agenda Item: 10I

Submitted By: Beaches, Parks and Recreation

Prepared By: Samantha Wylie, Beaches, Parks and Recreation Director

Subject:

CONTRACT AWARD FOR THE GOLF COURSE MASTER PLAN UPDATE

Fiscal Impact:

The total contract cost is not to exceed \$56,120 and is funded through the FY 2023-24 Annual Budget.

Summary:

The San Clemente Municipal Golf Course Master Plan was last updated in 2001, which largely addressed the upgrades and modernization of the Pro Shop and Clubhouse. Prior to that date, the Golf Course Master Plan was updated in the 1980s when it performed modifications to the greens and overall course structure. As the Golf Course is considered a valuable recreational amenity and asset to the City's portfolio, a comprehensive master plan update will ensure the Course's viability, sustainability, and alignment with the community needs and priorities for the next 15-20 years.

Background:

The Beaches, Parks and Recreation Department issued a formal Request for Proposal ("RFP") on PlanetBids and to solicit professional consultants for a comprehensive master plan update for the Golf Course. Staff also attempted to find local businesses to submit proposals but were unable to find local vendors who specialize in golf course architecture, design, and management. Based on the operational needs of the golf course, the scope of services requested included the following:

- A. Hole-by-hole analysis and recommendations.
- B. Building assessment and recommendations.
- C. Irrigation systems analysis and recommendations.
- D. Practice area recommendations.
- E. Tree assessment and recommendations.
- F. Pro Shop and Starter Office assessment and recommendations.
- G. Restaurant and event services assessments and recommendations.
- H. Staffing and Equipment evaluation.

In response to the RFP, six responsive proposals were received ranging from \$55,000 to \$60,000. Below is a matrix of costs by company, none of whom are local vendors. The vendor nearest to San Clemente was based out of Oceanside, but did not have demonstrated experience or a background in golf course architecture and design. All proposals are on file with the Beaches, Parks & Recreation Department.

COMPANY	TOTAL FEE
Danner Golf	\$55,800
Richardson Golf/NGF	\$59,940
Sirius Golf	\$55,000
Norby Golf	\$60,000
THK Associates	\$56,120
PdMC	\$59,730

All proposals were evaluated, and the top five companies were interviewed by a panel of City staff representatives from Beaches, Parks & Recreation Department, Golf Maintenance, and Public Works Maintenance, and two representatives from the Golf Course Committee. The companies interviewed demonstrated substantial experience in the field of golf course planning and included the following: (1) Danner Golf; (2) Richardson Golf/NGF; (3) Sirius Golf; (4) Norby Golf; and (5) THK Associates, Inc. Upon conclusion of interviews, it was determined that THK Associates submitted a proposal that exhibited a qualified project team, aligned with the desires of the golf course mission and vision for the implementation of a master plan update.

The recommended firm, THK Associates, anticipates the project to take four to five months and will include several opportunities for public input and participation.

Council Options:

- Adopt Resolution No. 24-44, which will authorize the City Manager to execute a Professional Services Agreement with THK Associates, Inc. for the preparation of a master plan update of the San Clemente Municipal Golf Course.
- Modify and adopt Resolution No. 24-44.
- Continue the Item and direct staff to provide additional information.
- Deny the request to share consultant costs.

Environmental Review/Analysis:

This contract award is not a project under the California Environmental Quality Act (“CEQA”). During the updating of the master plan of the golf course further environmental analysis will be performed when needed.

Recommended Actions:

Staff Recommendation

Staff recommends the City Council Adopt Resolution No. 24-44, which will authorize the City Manager to execute a Professional Services Agreement with THK Associates, Inc. for the preparation of an update to the San Clemente Municipal Golf Course Master Plan in an amount not to exceed \$56,120.

Attachment:

1. Resolution No. 24-44
2. Professional Services Agreement with THK Associates, Inc.
3. THK Associates, Inc. Proposal for the San Clemente Municipal Golf Course Master Plan Update
4. Request for Proposals (RFP) – San Clemente Municipal Golf Course Comprehensive Master Plan Update

Notification:

Danner Golf
Norby Golf
PdMc Consulting, Inc.
Richardson Golf/NGF
Sirius Golf
THK Associates, Inc.

RESOLUTION NO. 24-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THK ASSOCIATES, INC. FOR THE IMPLEMENTATION OF A COMPREHENSIVE MASTER PLAN UPDATE OF THE SAN CLEMENTE MUNICIPAL GOLF COURSE IN AN AMOUNT NOT TO EXCEED \$56,120

WHEREAS, the City of San Clemente recognizes the importance of maintaining and improving public facilities within the community; and

WHEREAS, since 1928, the San Clemente Municipal Golf Course has been a valued recreational asset that serves residents and visitors alike;

WHEREAS, the master plan for the San Clemente Municipal Golf Course is in need of an update to ensure its continued viability, sustainability, and alignment with community needs and priorities; and

WHEREAS, after a competitive procurement process, THK Associates, Inc. has been identified as the most qualified firm to execute the master plan update based on their expertise, experience, and proposed approach and its fee is fair and reasonable.

NOW, THEREFORE, the City Council of the City of San Clemente does hereby find, determine and resolve as follows:

Section 1. That the above recitals are considered findings by the City Council and incorporated into the body of this resolution fully.

Section 2. A Professional Services Agreement for the execution of a comprehensive master plan update of the San Clemente Municipal Golf Course is awarded to THK Associates, Inc. based their proposal dated November 22, 2023, and the terms outlined therein, which on file with the City Clerk.

Section 3. That the City Manager is hereby authorized and directed to execute a Professional Services Agreement with THK Associates, Inc. on behalf of the City of San Clemente in an amount not to exceed \$56,160 in form substantially similar to that presented to the City Council on March 19, 2024 and to execute such other documents and take such other and further actions as are necessary and proper to accomplish the purposes of this resolution.

Section 4. That the City of San Clemente expresses its appreciation to all firms that submitted proposals for their interest in this project.

Section 5. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this _____ day of _____, _____.

ATTEST:

City Clerk of the City of
San Clemente, California

Mayor of the City of San
Clemente, California

STATE OF CALIFORNIA)
 COUNTY OF ORANGE) §
 CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 24-44 was adopted at a regular meeting of the City Council of the City of San Clemente held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this _____ day of _____, _____.

 CITY CLERK of the City of
 San Clemente, California

Approved as to form:

 Elizabeth A. Mitchell, City Attorney

CITY OF SAN CLEMENTE

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2024, ("Effective Date") by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 910 Calle Negocio, San Clemente, California, 92673 ("City") and THK Associates, Inc., a Colorado corporation, with its principal place of business at 2953 S Peoria St Ste 101, Aurora, CO 80014 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional golf course master planning and consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional golf course master planning and consulting services to public clients, is licensed in the State of California, if applicable, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional golf course planning and consulting services for the San Clemente Municipal Golf Course Comprehensive Master Plan Update project ("Project") as set forth in this Agreement.

3. TERMS.**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional golf course master planning consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the Effective Date to April 30, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee.

Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control, the City being only concerned with the finished results of the work being performed. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be solely responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Neither Consultant nor Consultant's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. Consultant is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

3.2.2 PERS Eligibility and Employee Payments Indemnification. In the event that Consultant's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the City. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contributions to be paid by City for employer contributions and/or employee contributions for PERS benefits. Consultant agrees to defend and indemnify the City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the PERS, social security, salary or wages, overtime payment, or workers' compensation payment that the City may be required to make for work done under this Agreement. The provisions of this section 3.2.2 are continuing obligations that shall survive expiration or termination of this Agreement.

3.2.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.4 Endorsement on PS&E/ Other Data. Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by Consultant, and where appropriate will indicate Consultant's authorized signature and professional registration number.

3.2.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.6 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should

one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Daniel Conway, President THK Associates; Samantha Wylie, City of San Clemente Beaches, Parks & Recreation Department.

3.2.7 City's Representative. The City hereby designates Samantha Wylie, Beaches, Parks & Recreation Director, or her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.8 Consultant's Representative. Consultant hereby designates Daniel Conway, President, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.9 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.10 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services

or to work on the Project.

3.2.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed Fifty-Six Thousand and One Hundred and Twenty Dollars (\$56,120) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any

expenses unless authorized in writing by City, or included in Exhibit "D" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "D" may be adjusted each year at the time of renewal as set forth in Exhibit "D."

3.3.6 Labor Code Requirements.

3.3.6.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to Services performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

3.4 **Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: THK Associates, Inc.
2953 S Peoria St Ste 101
Aurora, CO 80014
ATTN: Dan Conway

City: City of San Clemente
910 Calle Negocio
San Clemente, CA 92673
ATTN: City Clerk

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents

and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the

Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.5.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other

default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts/Electronic Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement may be signed with the same force and effect as original ink signatures.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

By: _____
Andy Hall, City Manager

Dated: _____, 2024

ATTEST:

CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:

Elizabeth A. Mitchell, City Attorney

**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Finance Authorization

("CONSULTANT")

By: _____
Daniel Conway, President

Dated: _____, 2024

By: _____
Kevin Shanks, Vice President

Dated: _____, 20__

EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall perform the services as set forth in the attached proposal from THK Associates, Inc. dated November 22, 2023, which is incorporated fully herein by this reference.

DRAFT

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall diligently perform the services to the City's satisfaction and as set forth in the attached proposal from THK Associates, Inc. dated November 22, 2023, which is incorporated fully herein by this reference.

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

3.2.12 Insurance.

3.2.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.12.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; and (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) **Professional Liability (Errors & Omissions):** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

3.2.12.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.12.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.12.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.12.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.12.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.12.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.12.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A- VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.12.12 Enforcement of Agreement Provisions (non estoppel).

Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.12.13 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.12.14 Insurance for Subconsultants.

Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

EXHIBIT "D"
COMPENSATION

In complete compensation for the services provided under this Agreement, the City shall pay the Consultant for work actually performed at the rates listed in the attached proposal from THK Associates, Inc. dated November 22, 2023, which is incorporated fully herein by this reference. Total compensation under this Agreement shall not exceed \$56,120. Additional work shall require approval in writing in advance by the City.

DRAFT

WORKER'S COMPENSATION INSURANCE CERTIFICATION

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier _____

Policy Number _____

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated: _____, 2024

("CONSULTANT")

By: Daniel Conway, President
THK Associates
2953 S Peoria St Ste 101
Aurora, CO 80014

DRAFT

PROPOSAL:
SAN CLEMENTE MUNICIPAL GOLF COURSE
COMPREHENSIVE MASTER PLAN UPDATE



Prepared For:
City of San Clemente



NOVEMBER 22, 2023



2953 South Peoria Street, Suite 101
Aurora, Colorado 80014
303.770.7201 fax 303.770.7132
dconway@thkassoc.com

November 22, 2023

Ms. Samantha Wylie
Beaches, Parks & Recreation Director
City of San Clemente
100 North Calle Seville
San Clemente, California 92672

Re: Proposal – San Clemente Municipal Golf Course Comprehensive Master Plan Update

Dear Ms. Wylie:

Thank you for your request for a proposal to perform a comprehensive evaluation of the City of San Clemente’s municipal golf course and provide an analysis of the overall San Clemente golf market and make site, facility and planning recommendations and financial projections for the future use and operations resulting in a physical site concept plan and comprehensive master plan update for the San Clemente Municipal Golf Course. The golf course is certainly a tremendous community asset, and it’s renewed, and ongoing viability and success should be ensured. THK Associates, Inc. is extremely qualified to work with you and the city on an evaluation and assessment of the golf course and support facilities. The San Clemente Municipal Golf Course (SCMGC) consists of an 18-hole course, with the initial nine holes, designed by renowned golf course architect Billy Bell, opening in 1930, with the second nine added in 1955. The course hosts approximately 90,000 rounds per year. The pro shop is currently operated by Dave Cook, under a long-term agreement set to expire in 2026, while the food and beverage operation is managed through a concession agreement with Z Golf Services. The city maintains the golf course.

THK is familiar with the San Clemente area and overall Southern California regional golf market, and in recent years THK has performed several golf course and real estate market analyses in the area, including assessments of the Fallbrook Golf Club and the Country Club of California in Fallbrook, and studies in Temecula, Palm Springs, Desert Hot Springs and San Diego. THK has been providing golf course consulting, appraisal, management, and marketing services regionally and nationally for over 50 years. THK has the professional staff and capability to easily conduct the proposed services for the City of San Clemente’s municipal golf course operations evaluation. Joining THK to conduct the physical inspection and assessment of the SCMGC and provide site analysis and make recommendations that address clubhouse and food and beverage operations and needed site and facility improvements and provide a short and long-term capital improvement plan with their associated financial cost and return, will be Staples Golf Design. The Atkinson Design Group will serve as a sub-consultant to Staples Golf Design. Together they have partnered before on similar community focused projects and have extensive relevant experience as their provided resumes indicate.

The purpose of the proposed assignment is to conduct golf course business planning and site analysis with financial analyses and operational audits and produce a comprehensive master plan that will allow the SCMGC to operate at maximum efficiency and profitability, while best servicing the residents and visitors of San Clemente. In order to achieve this goal, a wide variety of data will need to be assembled, reviewed, and critiqued. This will include all contracts, equipment and services related to the golf facilities, a physical inspection and review of all assets, as well as the course itself, an analysis of current and future market potentials for the golf course, and review

of the marketing, maintenance, staffing, budgets, and financing that are in place for the golf facilities.

Specific questions that need to be answered by our research include, but are not limited to:

- What is the status of the overall San Clemente golf market?
- What are some innovative strategies to increase revenues at the golf course?
- What should be the structure for annual membership options, punch cards and green fees?
- How can revenues that originate from pro shop and restaurant/concession sales at the course be maximized?
- What will be the total operating revenues that should be expected each year through the next ten years?
- What should be the annual costs to operate, manage and maintain the golf course?
- What are the key market segments that comprise golfers and demand at the SCMGC, and how can they best be targeted?
- Are outside events, banquets and tournaments being emphasized and promoted adequately?
- Are existing equipment, inventories, leases and operating systems adequate and prudent?
- What physical improvements should be implemented at the course?
- What are the conditions and needs for the buildings and structures, irrigation system, trees and foliage?
- What is the necessary and optimum 10-year capital improvement schedule at the golf course and overall?
- What are the short-term capital needs and costs at the golf course?
- What should be the marketing structure and budget for the golf course?
- Are there any design or safety concerns based on the current routing of golf holes, and if so, what are the needed modifications and their associated costs?
- What other recommendations can be made to insure the long-term sustainability and success of the City of San Clemente's golf operations?

In general, THK would use extensive market research and analysis to assist you in isolating the most advantageous course of action with regard to the future marketing opportunities and needs for each of your municipal golf courses.

THK has the technical expertise and experience necessary to undertake this project. We offer the following summary in support of our capabilities.

- THK will visit San Clemente and the San Clemente Municipal Golf Course as well as the area's competing golfing facilities, and it will also have its analysts conduct thorough interviews with the appropriate City of San Clemente representatives and any other key stakeholders or parties that might have some bearing or input on the research. At the completion of the draft analysis THK principals will present the study to the city council and whoever else the city deems appropriate, whether it be a group of stakeholders or any other related gathering.

Ms. Samantha Wylie
November 22, 2023
Page Three

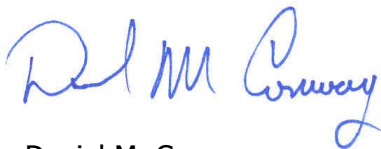
- This ensures that everyone with an interest in the project understands the study's conclusions and the numerous intricacies and implications that inevitably accompany any golf course analysis. Moreover, this provides an opportunity for all those involved to voice their concerns and to have addressed by the THK Team's industry experts any questions on the study or overall project.
- THK has extensive experience and expertise in the analysis of all types of golf courses having studied more than 600 golf operations including municipal, public, daily fee, regulation, 9-hole and executive layouts, independent practice facilities, semi-private resorts and private country clubs. We have the experience and capabilities of providing a wide range of golf course related services including market and economic feasibility analysis, cash flow analysis, valuations, golf course and clubhouse design, and construction, marketing, maintenance and cost estimating.

Research by THK, along with Staples Golf Design (including the Atkinson Design Group as a sub-consultant) being the architectural design and planning consultant, will include a complete review and assessment of all financial and physical aspects of the current operations of the golf course operations, a projection of golf course usage and demand will be presented; an analysis of competitive supply will be conducted; recommendations as to the structure of the staffing, marketing, equipment needs, capital improvements, maintenance and management of the course will be profiled; a thorough physical assessment will be conducted; and, a financial and a cash flow analysis with estimates of revenues and expenses for entire course operation will be projected for the next 10-year period. This analysis ultimately derives the projected annual net operating income for the SCMGC and allows for an accurate estimation of the performance of the facility in years to come. Recommendations will be made regarding all aspects and facilities at the San Clemente Municipal Golf Course.

Based on this extensive research and analysis, THK will provide a comprehensive master plan that details the type, scope of services, and costs for structural and procedural changes that should be incorporated into the City of San Clemente's future golf operations.

I trust this submittal is complete. We look forward to working with the City of San Clemente on your San Clemente Municipal Golf Course Comprehensive Master Plan Update. If you have any questions, please do not hesitate to give me a call. Again, thank you for the opportunity to present this proposal.

Sincerely,



Daniel M. Conway
President

DMC/kas

**SCOPE OF SERVICES:
SAN CLEMENTE MUNICIPAL GOLF COURSE COMPREHENSIVE MASTER PLAN UPDATE**

**SAN CLEMENTE MUNICIPAL GOLF COURSE
SAN CLEMENTE, CALIFORNIA**

A. BACKGROUND AND APPROACH

This work program outlines the scope of work THK will be utilizing to prepare a San Clemente Municipal Golf Course Comprehensive Master Plan Update for the City of San Clemente, with physical and operational reviews and financial analyses with cash flow projections, a business and operational and conceptual master plan that details the operational uses and procedural changes, and a capital improvement plan, that should be incorporated into the City of San Clemente’s future golf operations for the San Clemente Municipal Golf Course.

The following includes an outline of research methodology and the range of data used to determine a strategic master plan for the golf facility. Research by THK will include a complete review and assessment of all financial and physical aspects of the current golf course operations and facilities, a projection of golf course usage and demand; an analysis of competitive supply for the golf course; recommendations as to the structure of the staffing, marketing, equipment needs, capital improvements, maintenance and management of the golf course; and, a financial cash flow analysis with estimates of revenues and expenses for the San Clemente golf operations. This analysis ultimately derives the projected net operating income for the facilities and allows for an accurate estimation of the performance and financial capabilities of the facility in years to come. Recommendations will be made regarding all aspects and facilities at the golf course through this extensive research and analysis.

B. METHODOLOGY AND WORK PLAN

General Approach

The study by THK will generate a comprehensive database of information about the local San Clemente golf course market. The THK team will assess the feasibility for each of the subject golf facilities based on a synthesis of critical supply and demand indicators on a macro- and micro-market level of analysis.

In general, THK Associates will analyze the following components of supply and demand for golf in the San Clemente market area and their surrounding regional environs.

- An economic base analysis of the regional Orange County and San Diego County market area.
- Trade area profiles for primary markets within the projected service area of the San Clemente Municipal Golf Course (SCMGC) to include population, household growth, income and demographic characteristics, golf participation rates, and other relevant data.

-
- Inventory of competitive golf courses to note key operational features including character of course, rounds played, specific amenities and features, annual fees and dues, greens fees, guest fees, carts fees, etc. These competitive courses will be researched both locationally and conceptually.
 - Based on a synthesis of macro- and micro-level supply and demand factors, provide an assessment of the golf potentials and round play that should be anticipated at SCMGC.

The research will then determine the projected financial operating characteristics of the golf course facility based on the agreed upon operational and structural changes and recommendations to the facility and the results and related capital improvements and costs derived from the physical assessment of the golf course and related areas. Specific recommendations will be made regarding the green fee schedules, expected number of golf rounds played by type, cart usage, pro shop and concession proceeds and other revenues. Annual costs required to generate these revenues will be profiled including payroll, marketing, managing, operations, and maintenance expenses. The resulting projected annual net operating income and supportable debt for the SCMGC will then be determined. This master plan analysis should demonstrate the strengths and weaknesses and opportunities of golf course operations.

TASKS ONE & TWO: PROJECT COORDINATION, SITE VISIT AND REVIEW OF CURRENT OPERATIONS

Initially, THK and Staples Golf Design will have an introductory meeting with key City officials and stakeholders. This will serve to develop and elaborate upon the project goals and objectives, as well as confirm the proposed project process, schedule and key deliverables. An understanding will be reached regarding the level and type of public input and feedback that should be undertaken. A schedule of the meetings that will be required can be finalized, including the likely two Golf Course Committee Review meetings and a presentation of the final master plan to the City Council.

The first part of the analysis will be to gather all appropriate data related to the SCMGC including operations and staffing schedules, leases and contracts, marketing plans, financing instruments, and other relevant data. We have assumed that much of this can be assembled and provided by City personnel. The following is data that is known to be needed at this time but could be refined/enhanced during the initial meetings with City and golf course staff and interested stakeholders.

- Schedule of golf course assets, land area, building area, date of construction, FFE, etc.
- Assemblage of historical financial statements, any service contracts, historical round play, revenue and expenses by category, rates fees and charges, etc.
- Assemblage of any additional financial statements for the facilities, capital investments, and other relevant data.

A. Historical Review of Golf Operations

- A detailed review of the historical performance of the SCMGC will be conducted. Factors to be analyzed will include identifying and correlation between rounds play, participation trends, and greens fees. Relationships between golf course performance and regional economic trends will also be investigated.

B. Physical Site Inspection and Analysis

- THK, along with Staples Golf Design, will conduct a complete and thorough inspection of all facilities related to the golf course. This will lay the initial groundwork for determining any physical alterations and capital improvements that may be recommended and preparing any potential conceptual routing plans based on the outcomes of the assessment of the golf holes, trees and foliage, practice areas and irrigation system. At this point in the process, it would be beneficial to meet with appropriate stakeholders to understand and determine any known issues facing the facilities and prioritize their importance.

C. Competitive Golf Course Analysis

- THK will visit and profile the competitive and comparable golf facilities in the San Clemente area environs. The courses will be researched for course type, date of construction, number of holes and other relevant characteristics. Additional recreation facilities, including driving ranges and putting courses, will also be visited and profiled as needed.

TASK THREE: GOLF COURSE MARKET ANALYSES

A. Economic Base Analysis

The primary influences on the success of the development of alternate or additional private or public golf facilities in your San Clemente site environs include the supply and demand forces affecting the local private and public golf course markets. On the demand side, employment, population, household and income trends are the most significant growth indicators. On the supply side, construction patterns, usage levels, fee structures of existing courses, as well as proposed developments, are critical market indicators.

In order to profile your greater San Clemente golf course market a comprehensive analysis of economic and demographic trends will be undertaken. This economic base inquiry will include documenting the physical, economic and demographic features affecting the golf course. In particular, historical employment, population and household growth will be reviewed to determine specific growth trends among key industries. Based upon the historical performance of the local economy, future growth will be projected for the area. These estimates will provide the principal basis for making demographic growth projections and for quantifying the overall demand for golf rounds and related development. Following this section, our research focuses on the demand for golf in San Clemente.

B. Evaluation of Market Demand

Based on the preceding economic base analysis, THK will forecast future population growth by geographic sectors in the San Clemente region. The projections will be tempered by trends observed in historical and anticipated employment, population growth, previous forecasts, and local prognosis of future absorption patterns. The resulting demographic forecasts will be compared to golfing participation trends to quantify the number, type and location of potential private and public golfers.

C. Regional Demand

To assess the market potentials for golf facilities in the San Clemente market area, a variety of sources will be researched for national, regional, and local private and public golfing trends. Initially, THK will use its review of national private and public golfing trends to establish a general industry profile. This research will establish historical and projected participation for private and public resort golf or frequency of play by classification of participation and a profile of recreation and private and public resort golf participants by a variety of socioeconomic characteristics including age, gender, income and occupational status.

This review of national private and public golfing trends will provide important information for establishing the basic characteristics and growth conditions of the private and public golf industries, and the participation and frequency ratios to be applied to local population growth.

This analysis of regional private and public golf demand is then reevaluated in light of existing demographic and frequency of play conditions observed among comparable facilities (see Evaluation of Supply). After determining regional private and public resort golf demand needs, our inquiry shifts to a micro-level of analysis.

D. Trade Area Demand

The demand for a private or public golf course ultimately depends on the demographic and economic characteristics within a defined sphere of influence referred to as the primary trade area (PTA) and maps will be presented demonstrating the area definitions. Golf courses are considered a "destination" activity because a round of private or public golf can consume upwards of 4-5 hours depending on the playability of the golf course and individual skill levels of participants. Consequently, travel times to and from the golf course from major employment, population and visitor centers are important, but not absolutely critical, to a golf facility's market and economic success.

Based on locations of competing private and public golf courses, business and residential development, and traffic volumes in each course's vicinity, appropriate trade areas for golf for each of the three courses will be established. Specific demographic data to be compiled for the area include population, household growth, age and income characteristics, golf participation rates, and other relevant data. Projected private and public golf round play will be quantified by market segment.

Evaluation of private or public golf course demand, however, ultimately depends on operating characteristics of competitive facilities.

E. Evaluation of Competition

A complete inventory of golf facilities within the competitive region of SCMGC will be profiled as to their location, date of construction, number of rounds played (9 and 18 hole), services offered, basic service area, fee structure, size and type of clubhouse facilities, estimated surplus capacity, any plans for improvements, etc. A complete fee schedule for competitive and regional golf courses will be completed and a recommended fee structure for the San Clemente course will be provided.

F. Market Potentials for the San Clemente Municipal Golf Course

The determination of the appropriate fee structure and projected rounds played for Lake Arbor will be based on several different factors. The supply analysis will allow THK to determine what types of golf courses exist in the marketplace. The supply is then cross tabulated versus the demand that has been previously calculated. This allows THK to determine the optimal market segment and pricing structure for SCMGC. This will be dependent on the determination of the length and number of holes that is most appropriate based on the market analysis. A second equally important factor in the placement of the subject golf course will be the sensitivity to relative green fees. THK will utilize its extensive database of golf courses in the region to determine the relationship that exists between green fees and the number of rounds played on an annual basis. This will be verified by studying the same relationship in the local market.

TASK FOUR: PHYSICAL ASSESSMENT AND CONCEPT PLAN RECOMMENDATIONS

In coordination with the market study, the golf course architectural design team will conduct a detailed assessment of all physical aspects of the SCMGC and prepare a final concept plan with specific capital improvement needs and cost estimates that will be applied to the financial projections. The following outlines the tasks and sequencing of this design and planning effort that Staples Golf Design (with Atkinson Design Group as sub-consultant) will undertake.

A. Golf Course Research and Analysis

- Procurement of aerial, topo, utilities, and other pertinent base data (via City, if possible)
- SITE VISIT (in-person) to document general course conditions, infrastructure, and atmosphere
- Course assessment: routing, condition, character, practice facilities, and programming
- Detailed infrastructure studies (greens, bunkers, tees, irrigation, etc.)
- Historical analysis of the original William Bell design, and subsequent design evolution
- Teeing equity and yardage analysis
- COMMITTEE MEETING #1 (via Zoom) to discuss findings and proposed design direction.

B. Design Development & Feedback

- PUBLIC ENGAGEMENT via Townhall Meeting (or equivalent agreed upon method)
- Analysis of public input / feedback for inclusion in final report
- Conceptual design development of proposed course improvements w/ preliminary costs
- COMMITTEE MEETING #2 (via Zoom) to review preliminary design concepts.

C. Final Plan Recommendations with Cost Estimates

- Refine preliminary design concepts into one (1) final design plan.
- Prepare a detailed Cost Estimate for scope of the final design plan.
- Create hole-by-hole analysis document w/ design notes and justification for each hole.
- Prepare additional recommendations for irrigation system, practice areas, trees, etc.
- Implementation Summary to identify priority projects, phasing, and permitting recommendations.
- CITY COUNCIL REVIEW (via Zoom) of the Final Report and supporting graphics.
- Adjustments / edits to the Final Report per City Council feedback, as necessary

D. Future Steps (not included in Master Plan scope)

- Production of Construction Documentation & Specifications for all plan projects
- Construction contractor negotiation and procurement
- Marketing materials / graphics for public release
- Permitting assistance and procurement
- Project mobilization and construction management

As part of the Final Report for the City, Staples Golf will assist in production of the following:

- Summary of Project Vision, Goals & Objectives
- Course Research & Analysis: conditions, infrastructure, design evolution, teeing equity
- Summary of public input / feedback
- Final Conceptual Plan, Hole-by-Hole Analysis, and Cost Estimate
- Recommendations for priority projects, phasing, permitting, and future steps.

Additionally, Staples Golf will be involved in the following proposed meetings / site visits:

- Introductory meeting with City stakeholders (via Zoom)
- Site visit (in-person) to document general course conditions, infrastructure, and atmosphere
- Committee Meeting #1 (via Zoom)
- Public Engagement Townhall Meeting (via Zoom), or agreed upon equivalent.
- Committee Meeting #2 (via Zoom)
- City Council Review Meeting (via Zoom)

TASK FIVE: FINANCIAL PROJECTIONS

Based on our physical inspection of the San Clemente Municipal Golf Course, our physical and operational review, and the subsequent market study findings, the THK Team will develop a strategic schedule of recommendations, along with the costs and benefits of each of these recommendations. In creating the final plan THK will collaborate with the golf operations staff and applicable city officials and stakeholders and provide operational input relative to key fee structure changes and ultimately the impact on marketplace positioning for the San Clemente golf asset. Alternative scenarios can lead to the final, comprehensive financial proforma for the whole site operation that can then be used to determine the future vision and viability of the project and understand the level of funding that may be needed to implement these improvements. The ultimate test of each of the San Clemente facility's long-term success depends on the outcome of this highly detailed income/expense analysis. This evaluation is detailed below.

A. Income/Expense Analysis

1. Operating Revenues

Based on fee recommendations by THK, the following revenues from golf course and clubhouse operations, and possibly other new revenue generators, will be identified and analyzed based on industry standards, historical experience, the competition, and other area specific considerations:

- green fees;
- practice facility revenues;
- annual passes and fees;
- club rental;
- cart rental;
- food and beverage sales; and
- pro shop sales.

2. Operating, Management, Marketing and Maintenance Costs

The annual cost of operating, managing, marketing and maintaining each of the golf courses will be estimated based on industry standards, historical experience, and specific conditions. Specific items identified will include:

- salaries for golf course, food and beverage and pro shop operations;
- utilities (irrigation, water, electricity, sewer);
- repair, maintenance and replacement of equipment;
- supplies for golf course (fertilizer, seed, etc.); and
- insurance, general operations, etc.

3. Annual Net Operating Income (NOI)

A summary chart demonstrating annual operating revenues, annual operating expenses, and net operating income will be shown for San Clemente Municipal Golf Course and the entire operation in total. A debt sizing analysis can then be developed based on this NOI.

THK ASSOCIATES, INC.

THK Associates, Inc. is market research, landscape architectural, planning and urban design firm that assists public and private clients in making informed and realistic planning decisions. THK serves its' clients throughout the United States, with a broad base of professional skills and a multi-disciplinary team approach. With headquarters in Denver, Colorado, **THK** provides services that start with market feasibility studies, conceptual planning and design, followed by all phases of project implementation and construction supervision.

THK's expertise encompasses all aspects of planning, design and development including community and regional planning; urban design; land development planning; landscape architecture; economic and market research; and communication graphics. The firm is distinguished by its balanced emphasis on the physical, political, social and economic factors of a given project. Each assignment begins with a comprehensive analysis of the client's requirements and follows through with recommendations, emphasizing planning and design excellence, balanced by economic feasibility and preservation of the natural environment.

Since THK was formed in 1969, particular expertise has been developed in working with individuals, private corporations, and public agencies at the local, state and federal levels. **THK** conducts public meetings, community workshops and manages multi-disciplinary teams, successfully meeting construction and development budgets. **THK** Associates, Inc. strives for design solutions that enhance the environment and quality of life for all who use them -- a responsive synthesis of human values and aspirations.

LAND AND DEVELOPMENT PLANNING

The land development planning services at **THK** involves a team of planners, economists and landscape architects working together to develop a thorough understanding of client needs. Factors that are incorporated into the process are market and economic influences, physical conditions, political attitudes, and environmental constraints. These influences are then synthesized into a design solution for the parcel, with open space and circulation patterns, which best integrates the user into the environment.

THK has experience with many types of land development projects. These have included planning for: large multi-use commercial/ residential complexes, resort and golf course-oriented communities, low-rise and high-rise multi-family developments, moderate and low income projects, elderly housing, estate and high density single family communities, and government/ institutional complexes. Governmental permitting is often an important part of the development process. The firm is familiar with the approval process of local governments, frequently serving as the client's representative. This process could include preparing applications, coordinating agencies to resolve problems, and making presentations to community groups and legislative bodies.

LANDSCAPE ARCHITECTURE

THK's involvement in landscape architecture includes site analysis and project programming, site master planning, detailed site design, landscape design and horticulture, irrigation planning and design, interior landscape design, construction document preparation, site inspection and landscape management. These services may be performed for private development projects, as well as for public parks, open space and streetscape designs.

Representative parks and open space projects have included regional and community park planning, neighborhood park and playground design, and planning and design for athletic field complexes, golf courses and open space/trail improvements.

Development projects have included landscape design for individual residences, interior planting design for office and retail projects, and design of plazas and streetscapes, entry features, buffers and greenbelts for single family and multi-family developments, business and industrial parks and mixed-use projects. **THK's** team approach, utilizing landscape architects, planners, graphic designers and economists, assures the creation of aesthetically pleasing, functional and economically designed environments.

Market and Economic Planning

The most important considerations in the development process are whether a project will be successful in the marketplace. **THK Associates** has a staff of professionals in the Marketing and Economics Division who conduct economic and demographic analyses and financial feasibility studies. The results of these analyses allow a client to test his ideas against the market and provide the designer with an economic basis for land planning decisions. Financial feasibility studies are also developed for specific projects, including pro forma income statements, cash flow analyses, and determination of financial rate of return.

For the past decade, **THK** has been nationally recognized as one of the industry's leading authorities in golf course feasibility. **THK** has prepared over 300 studies for various types of golf courses and golf course real estate developments across the country. Our client list has included leading resort developers such as the Pebble Beach Company and Landmark Land Company, as well as many municipalities and public service districts, private real estate developers, country clubs and lending institutions.

Socioeconomic studies are also undertaken for public agencies and private clients as part of the land development process. These include economic base studies, development of public finance models, benefit costs analyses, public facilities cost estimates, fiscal impact studies, demographic analyses and surveys.

Appraisal and Valuation

THK Associates, Inc. provides valuation services for all property types. We are especially adept at valuing golf course properties and other special realty types. **THK** has prepared appraisals for over 400 golf properties throughout the nation and Mexico. We also have prepared value estimates for numerous residential communities, typically as an extension of our market research. We have extensive databases for all property types in Colorado and other markets across the county. We have monitored these markets for over 40 years. In the last year we have valued golf courses, vacant land, single-family subdivisions, office buildings, industrial and warehouse buildings, retail/commercial, shopping centers, hotels, and individual residential properties. Our staff is licensed in Colorado and has temporary licenses in at least twelve states. We also have associated MAI appraisers when that designation is required by a lender or client.

RECENT PROJECT EXPERIENCE



Location	Client	*Date: Type of Study
Riverdale Dunes Golf Club Adams County, Colorado	Adams County	2023, 1,2,4
Canandaigua Golf & Country Club Canandaigua, New York	MES Enterprises	2023, 1,2
Dream Golf Roggen, Colorado	Colorado State Land Board	2022, 1,2
Mad Russian Milliken, Colorado	Mad Russian Golf Club	2022, 1,2
McLemore Resort Chattanooga, Tennessee	Scenic Land Company	2022, 1,2
Banks Lake Electric City, Washington	Colville Tribes	2022, 1, 2, 3, 4
Buffalo Run Commerce City, Colorado	Commerce City	2022, 1, 2
Flying Horse Golf Club Colorado Springs, Colorado	Great Western Bank	2022, 1, 2, 3
Green Valley Ranch Denver, Colorado	Green Valley Ranch Metro District	2022, 1, 2
Trailhead Community Links Liberty Lake, Washington	City of Liberty Lake	2021, 1, 2, 4
Kukui'ula Golf Course Kaua'i, Hawaii	Baukol Capital Partners	2021; 1,2,3,4
Ritz Carlton Village Colorado Springs, Colorado	Flying Horse North	2021; 1,2,4
Colorado National Erie, Colorado	Great Western Bank	2021; 1,2,4
Plum Creek Castle Rock, Colorado	Great Western Bank	2021; 1,2,4
Bear Dance Larkspur, Colorado	Great Western Bank	2021; 1,2,4

RECENT PROJECT EXPERIENCE



Divot Golf Club Location TBD	Divot Golf	2021; 1,2,4
Scotch Hall Preserve Merry Hill, North Carolina	Blue Slide Steamers, LLC.	2021; 1,2,3,4
Sugar Creek Golf Course Elmore, Ohio	Village of Elmore	2020; 1,2,4
Riverdale Dunes Barrington, Illinois	Adams County, Colorado Woodstock Country Club	2020, 1,2 2020, 1,2
Larkspur, Colorado	Bear Dance	2019, 1
Castle Rock, Colorado	Plum Creek	2019, 1
International Falls, MN	River Golf Course	2019, 1,2,4
Colorado Springs, Colorado	Flying Horse County Club	2019; 1,2,3,4
Cherry Creek, Colorado	Cherry Creek Country Club	2018; 1,2
Greeley, Colorado	Greeley County Club	2018; 1,2,4
Eagle County, Colorado	Country Club of the Rockies	2018; 1,2,4
Battlement, Colorado	Battlement Mesa Golf Club	2018; 1,2
Denver, Colorado	Park Hill Golf Course	2018; 1,2
Elephant Butte, New Mexico	Turtleback Mountain Resort	2017; 1,2,3,4
Colorado Springs, Colorado	Flying Horse County Club	2017; 1,2
Colorado Springs, Colorado	Flying Horse County Club	2017; 1,2,3
Golden, Colorado	The Club at Rolling Hills	2017; 1,2,4
Island Hill Golf Club	Island Hill Golf Club	2017; 1,2,3,4
Colorado Golf Club Parker, Colorado	Reata South Metro District	2017; 2,3

RECENT PROJECT EXPERIENCE



Mulligans Golf Course South Jordan, Utah	City of South Jordan	2017; 1,2,4
Salt Lake City's 6 Municipal Golf Courses	Salt Lake City Corporation's Golf Enterprise Fund	2017; 1,2,4
Cherry Creek Country Club Denver, Colorado	Karen Hart	2017; 2
Bear Dance Golf Club Larkspur, Colorado	Great Western Bank	2016;2
Flying Horse Ranch North Colorado Springs, Colorado	Classic Homes	2016, 1
Colorado National Golf Club Erie, Colorado	Great West Bank	2016, 2
Mulligans Golf Club South Jordan, Utah	Staples Golf	2015; 1,2,3,4
Green Valley Ranch Denver, Colorado	First Western Trust	2015; 2
Meridian Golf Club Englewood, Colorado	Meridian Golf Mgmt. Group	2015; 2
Battlement Mesa Golf Club Battlement Mesa, Colorado	Battlement Mesa Golf Club	2015; 2
Castle Pines Golf Club Castle Pines, Colorado	Castle Pines Golf Club	2015; 4
Westwood Golf Course Arvada, Colorado	Z Design Group, LLC	2015; 1,4
Columbine Country Club Littleton, Colorado	Columbine Country Club	2015; 1

- *1) Golf Course Market Feasibility Study
- 2) Golf Course Appraisal/Valuation
- 3) Golf Course Related Residential Market Analysis
- 4) Golf Course Operations Review

DANIEL M. CONWAY

President, Director of Marketing and Economics

Education

Bachelor of Business Administration – Urban Land Economics from the University of Wisconsin, Madison, Wisconsin, 1968

Professional Memberships

Urban Land Institute; American Real Estate and Urban Economics Association; Honorarium Instructor, Real Estate School, University of Colorado and University of Denver

Experience

Daniel M. Conway is a real estate marketing and research authority specializing in residential, commercial/industrial and golf course developments. Mr. Conway has had over 40 years' experience as an urban land economist. Mr. Conway is a frequent guest speaker for economic associations and trade organizations and is a member and frequent speaker to the Urban Land Institute. He has been a real estate and urban land economic honorarium instructor at the University of Colorado and at the University of Denver. He has published many articles including the CCIM Magazine piece entitled "Market Analysis, the Road to Profit, Prosperity and Peace of Mind". Other professional and community activities of Mr. Conway have included membership on the Board of Directors of a federally chartered national bank and a member of the Mile High Transplant Bank. He also participated on the Archbishop's Inner City Sun School Committee to assess the future needs of elementary education in the inner city of Denver.

For the last 25 years, as President and Director of Economics and Market Research for THK Associates, he has conducted numerous residential, commercial, industrial and golf course economic feasibility and market studies, socioeconomic impact assessments and financial planning studies in all 50 of the United States, as well as a number of foreign countries.

Projects of particular interest include an international market center and industrial market analysis for the Dove Valley Business Air Park in Arapahoe County, a residential and related uses market analysis for several major developments in Douglas County including the 1,342-acre Parker City site and numerous golf course feasibility studies throughout the country. Specific communities where Mr. Conway has completed a wide range of research and analysis include Arvada, South Jordan, Las Vegas and Reno, Nevada; Oxnard, Palm Springs and Carmel, California; Kansas City, Missouri; Oklahoma City and Tulsa, Oklahoma; Austin, Texas; Albuquerque and Santa Fe, New Mexico; Seattle, Washington and Phoenix and Tucson, Arizona.

Most recently, Mr. Conway has gained recognition as a sought after speaker on the golf course development circuit. His numerous presentations at the Crittenden Golf Development Expos have been widely attended and universally applauded. His book "*The Cost and Revenues of a Unique Golf Club*" has furthered his reputation as one of the industry's leading authorities. Under Mr. Conway's guidance, THK Associates completes over 20 golf course feasibility studies and golf driving range market studies and appraisals each year.

E. PETER ELZI, JR.

Principal

Education

Bachelor of Science and Business Administration. Major in Real Estate and Construction Management, University of Denver, Denver, Colorado (1977)

Memberships & Organizations

Who's Who Among American Colleges and Universities
Colorado State Certified Real Estate Appraiser
Chairman of the Board, East Cherry Creek Valley Water & Sanitation District

Experience

Mr. Elzi has been with THK Associates, Inc. since 1981 and during that time he has assisted clients with development decisions concerning on all types of land uses including golf course, residential, office, industrial, hotel/motel and related opportunities. Mr. Elzi has completed over 75 golf course feasibility and cash flow studies during his career. Over the last 35 years, he has examined projects in over fifty major metropolitan areas around the nation. Mr. Elzi is especially adept at examining market strategies for various types of properties.

Recent projects include: an operational review and market analysis for the Mulligans Golf and Entertainment facility in South Jordan, Utah; the analysis of the Giants Ridge Golf Course and related operations in Biwabik, Minnesota; an appraisal of the Colorado National Golf Club in Erie, Colorado; an appraisal of the Meridian Golf Club in Englewood, Colorado; an operational review of the University of New Mexico golf facilities in Albuquerque, New Mexico; an operation review of the City of Longmont, Colorado golf operations for three courses; and the Economic Impacts of Golf on the State of Colorado economy. Mr. Elzi has also been retained as an expert to assess damages in litigation support for numerous property types including encroachments on golf course properties. Prior to joining THK Associates, Inc. Mr. Elzi was a residential appraiser and Realtor.

NED PROSSER

Senior Economist

Education

Bachelor of Science in Sociology, 1987
University of Colorado, Boulder

Master of Science in Urban Planning, 1993
Strathclyde University, Glasgow, Scotland

Experience

Mr. Prosser's broad education and international background has enabled him to bring a variety of skills and unique abilities to THK and its clients. While in Scotland for two years, his education and work centered on downtown regeneration strategies and redeveloping vacant buildings and sites. His educational focus on analyzing and strategizing optimal urban land uses and economic redevelopment policy has allowed him to develop and oversee economic and land planning studies for office, retail and residential developments, as well as the hotel, resort and golf markets. Mr. Prosser also specializes in developing feasibility models for unique uses including for a car dealership, a waterpark, a dude ranch and an athletic field complex.

Since returning to THK in 2021, Mr. Prosser's work has evolved to concentrate on golf course development, consulting, and feasibility studies. He oversees the majority of THK's extensive golf course consulting operations and has directed projects in over 30 states in areas as diverse as Michigan, Mississippi, South Carolina, Texas, and Idaho.

Recent golf course consulting work for Mr. Prosser has included valuation estimates for several a new private resort and golf club in Rising Fawn, Georgia, a market and operational analysis of the existing Banks Lake golf course in Electric City, Washington for the Colville Tribes and a feasibility study for a proposed new, high-end, private golf club in the Finger Lakes region of upstate New York. Mr. Prosser has completed over 250 golf course related studies and analyses for THK.

STAPLES GOLF DESIGN

COMPANY PROFILE – Staples Golf Design

GOLF DESIGN: ELEVATED

“We aim to create award-winning golf courses that are rooted in proven classic design principles and executed through sustainable practices, driven by our intent to leave the game better than we found it.”

Staples Golf Design is an international golf course architecture firm based in Scottsdale, Arizona, USA. Formed in 2002, our planning process has been built through nearly 30 years of experience with projects in multiple countries ranging from new builds, historic restorations, master plans, major renovations, and resource efficiency audits.

Our projects are committed to creative excellence and financial success. We have won national awards from every major golf publication in the country. Our courses continue to be listed on the “Best Places to Play” in their respective States.

1. Since 2003, we have demonstrated innovation and economic value by being the national leader in sustainable golf, including water and energy efficiency. Furthermore, over the past few years we’ve been advocating the benefits of increasing a golf course’s value as a community asset through our proprietary *Community Links*® concept.

Our private club experience is best illustrated by the recently completed renovation of the esteemed, member-owned Meadowbrook Country Club in the Detroit suburb of Northville, Michigan. The Master Plan received an 82% positive vote from the membership and a 76% “yes!” vote to close the course entirely (during its centenary year) to complete the work. In the end, the project finished on time and *under* budget, and as of today is one of only two clubs in the Metro Detroit area with a waiting list.

- Meadowbrook is now listed #130 in GolfWeek’s Best List of Classic Courses, #5 in Golf Magazine’s list of ‘The Best Golf Courses in Michigan’, and received a *Design Excellence Award* by the American Society of Golf Course Architects (ASGCA) as well as a “*Best New Renovation of the Year*” award in 2017 by Golf Inc. Magazine.

Our Community Golf experience is best illustrated by the work performed for the City of Hobbs, New Mexico at Rockwind Community Links. Originally constructed on a reclaimed Army airfield site, the entire property was rebuilt to attract golfers and non-golfers alike.

- Rockwind has been praised for its design innovation, player development, and community integration. The country’s first “Community Links” was named “*Golf Development of the Year*” by Golf Inc. (2016), awarded a “*Best New*” by Golf Digest (2016), received a *Design Excellence Award* by the ASGCA (2015), and is ranked as one of the “Best Courses You Can Play” in New Mexico by Golf Digest.

Staples Golf Resource Group, LLC. dba Staples Golf Design is a Limited Liability Company, solely owned by *Staples & Associates, Inc.* (Federal Tax ID: 45-2612513 - DUNS #: 80-116-2939). SGD is located at 4300 N. Miller Rd #124 in Scottsdale, Arizona, 85251 and has been at this office since 2011. Our office phone number is (602) 845-9074.



PROJECT TEAM – Andy Staples, ASGCA



“I believe great golf architecture not only inspires people to play more golf, it stirs their soul to bring others to the game.”

-Andy Staples, ASGCA



CONTACT:

andy@staplesgolfdesign.com
+1 (480) 206-1134

Andy Staples, ASGCA, principal of *Staples Golf Design*, will devote himself fully to this project. Andy is based in Scottsdale, AZ and has almost 30 years of design, construction, and long-term maintenance experience throughout the world. He has accomplished twenty-eight (28) Master Plans throughout the North America, five (5) new golf course designs, and performed over 100 golf course efficiency audits. His practice is built around a proven process of team collaboration, budget-oriented design, and industry-leading results.

Andy was named one of the *9 Most Innovative People in Golf* (2022) and *9 Most Innovative People in Player Development* (2016) by Golf Inc.; has taught the subject of Golf Course Design at the Harvard Graduate School of Design in Cambridge, Mass (1999, 2000); has been a keynote speaker for GolfWeek’s Architecture Summit – The 2nd Golden Age (2017); and is an active speaker within the industry, having presented to the USGA, GCSAA, ASGCA, among others, with regularity.

NOTABLE PROJECTS

Sand Hollow Resort <i>Hurricane, Utah</i>	Olympia Fields Country Club – North/South <i>Chicago, Illinois</i>
Meadowbrook Country Club <i>Northville, Michigan</i>	Mount Bruno Country Club <i>Montreal, Quebec, CAN</i>
PGA National Golf Club <i>Palm Beach Gardens, Florida</i>	San Vicente Golf Resort <i>Ramona, California</i>

LICENSES & CERTIFICATIONS

Member, Board of Governors – American Society of Golf Course Architects (ASGCA)
Associate Member – Golf Course Superintendents of America (GCSAA)
CA Contractors General B License #1047635

PREVIOUS FIRMS

Jerry Slack & Associates – Tulsa, OK (1995-97)
Robert Muir Graves & Damian Pascuzzo, Ltd. – San Francisco, CA (1997-2002)
John Fought Design – Scottsdale, AZ (consultant role)
Schmidt Curley Design – Scottsdale, AZ (consultant role)
Golf Plan, Dave Dale & Kevin Ramsey – Santa Rosa, CA (consultant role)

EDUCATION

University of Arkansas, Fayetteville, 1995
Bachelor of Landscape Architecture
Denmark’s International Studies Program – Urban Design, 1994
Copenhagen, Denmark
UC Berkeley, Haas School of Business Executive Education, 2012

PROJECT TEAM – Staples Golf Team Members



Joshua Goeden, Design Associate joined Staples Golf in 2021, and will be the project lead for all aspects related to golf course analysis, design recommendations, graphic communication, and community outreach.

Josh is a graduate of the University of Georgia’s MLA program, and brings a firm knowledge of landscape design processes, design theory, sustainable practice, and client engagement—all with an emphasis on classic golf architecture. His thesis research at UGA explored the use of participatory design methods for golf course design, with a focus on creative integrations of both golfer and non-golfer programming at municipal facilities. He continues to champion this passion for community golf design by leading our firm’s proprietary *Community Links™* efforts.

In addition to his design role, Josh also handles much of the firm’s day-to-day production including bid responses, quarterly newsletters, stakeholder discussions, graphics and renderings, and drone photography (FAA P107 certified). He also has past work experience in both golf maintenance and shovel-in-hand construction.

EDUCATION

University of Georgia, Athens, 2021 – Master of Landscape Architecture

South Dakota State University, Brookings, 2019 – Bachelor of Landscape Architecture



Tim Cloninger, Project Management assists the Staples Golf team in all aspects of golf architecture, from design through construction and on to grow-in. He has a full understanding of how design decisions affect long term management and has personally managed multiple construction projects including turf conversions, irrigation efficiency and water reduction plans, full golf course renovations, and new construction.

Tim has a M.S. in agronomy from the University of Nebraska and a B.S. in Turfgrass Science from the University of Arizona, and possesses a unique talent for leveraging technology to analyze agronomic conditions, manage construction projects, and save money.



Scott Laffin, PLA, ASLA, joined Staples Golf Design as a design associate in 2020. As a licensed landscape architect in Arizona, New Mexico, Ohio and Kentucky, he provides balanced support both technically and creatively. Through his understanding of site analysis, design, and implementation, he lends himself to a wide variety of projects. He is persistent in his approach to environmentally friendly and sustainable designs. Scott is an integral part of the office’s production, whether it be conceptual or through permitting and construction documents. Scott has a diverse background in the field of landscape architecture. Along with golf courses, he has designed park masterplans, rooftop decks, senior living facilities, LEED certified corporate headquarters and many more.

RELATED EXPERIENCE – Rockwind Community Links



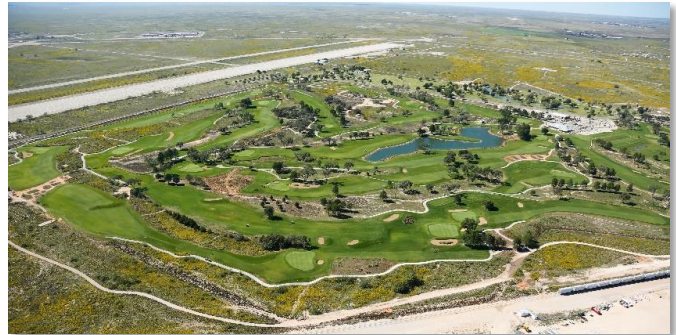
Location: Hobbs, New Mexico (2014-2015)
Client: City of Hobbs, New Mexico
Contact: Mr. Doug McDaniel, Parks & Rec Director
Phone: (817) 360-0263
Email: dmcdaniel@hobbsnm.org

Project: Master planning, community outreach, project approvals, and renovation of a City-owned golf course including reconstruction of all 18 holes, creation of a 9 hole par 3 “kids course”, and a double-ended practice range with First Tee facility. Project also included construction of a 5.2-acre effluent storage lake, new irrigation and pump station, and 105 acres of sand capping.

As our flagship *Community Links™* project, the site was also designed to include a new community clubhouse with indoor/outdoor dining, a trail system, and the design/construction of outdoor auxiliary spaces aimed at inviting site usage by the entire community – golfers and non-golfers alike.

The City of Hobbs has now re-imagined their entire community brand, using Rockwind Community Links as a centerpiece of their marketing efforts to both current and future residents. The course has seen significant increases in rounds and revenue since the renovation and truly embodies the value of meaningful investment in the community experience.

- Month & Year of Bid: October 2013
- Number of Bids: 4 (via pre-qualification process)
- Bid Award: \$9,235,065.75
- Final Contract Amount: \$9,209,017.28



RELATED EXPERIENCE – Dairy Creek Golf Course



Location: San Luis Obispo, California (2016-17)
Client: County of San Luis Obispo, CA
Contact: Mr. Josh Heptig, Past Golf Superintendent
Phone: (805) 781-1318
Email: jheptig@co.slo.ca.us

Project: Master planning and community outreach for a county-owned 18-hole golf facility that was losing 50% of their irrigation water supply and sought guidance for how to address their golf experience while balancing economic realities.

Staples Golf worked with the County to develop options for reducing the course footprint down to 12 holes to preserve a high-caliber course experience that would be more manageable with impending water restrictions. This included the development of a Plan ‘A’ and Plan ‘B’ option, with associated costs, that were used by the County for future planning efforts.

Additional emphasis was placed on finding better ways to integrate non-golfing amenities for their community in the fashion of a *Community Links™*, as well as a relocated driving range fit with Top Tracer technology to supplement the course and provide an enhanced practice and teaching experience.



PLAN ‘A’



PLAN ‘B’

RELATED EXPERIENCE – Trailhead Golf Course



Location: Liberty Lake, WA (2019-20)
Client: City of Liberty Lake, WA
Contact: Mr. Chris Johnston, Head Golf Professional
Phone: (208) 818-8936
Email: chrisjohnstonpga@gmail.com

Project: Planning and re-design of a 9-hole municipal course's practice facilities with minor golf course enhancements. In partnership with Doug Fredrickson Architects, work was focused on planning around and designing a community-oriented golf experience including a new clubhouse, along with the reimagining of the golf experience and community gathering space.

Designed as a true Community Links™, the final design has informed the City of Liberty Lake of the economic impact a project of this importance can have on the bottom line.



RELEVANT EXPERIENCE – Municipal Clients

In addition to the highlighted representative projects, Staples Golf Design has to-date completed twenty-eight (28) Master Plans, over a hundred (100+) golf course resource efficiency audits, and numerous *Community Links™* assessments across the U.S., many of which were conducted in partnership with municipal / government entities. Over the past 10 years, SGD has served 11 municipalities in seven states; each of which have included various levels of community engagement.

With less than 10% of the tax-paying population actually playing golf, it takes specific knowledge and understanding of the municipal market, trends, and community benefits to get the desired level of public buy-in for these projects. Our experience in both planning *and* communication has been proven to build this ever-important trust at all levels, and makes SGD an unparalleled expert in every aspect of municipal golf development.

Major Renovations with Municipalities:

- Rockwind Community Links – City of Hobbs, New Mexico (2014)
- Hillside Golf Course – City of Sidney, Nebraska (2014)



New Golf Course Development with Municipalities:

1. Sand Hollow Resort – City of Hurricane, Utah (2008)
2. Cedar Hills Golf Club – City of Cedar Hills, Utah (2003)



Master Plans with Municipalities:

- Mill Valley Golf Course – Mill Valley, California (ongoing)*
- Dairy Creek Golf Course – County of San Luis Obispo, California
- Mulligans Golf & Games – City of South Jordan, Utah (2015)
- Los Alamos Golf Course – Los Alamos County, New Mexico (2010)



Community Links™ Assessments and Feasibility Reports (2015-2018):

- EdgeBrook Golf Course – City of Brookings, SD
- Rockwind Community Links – City of Hobbs, NM
- Diamond Oaks Golf Course – City of Roseville, CA*
- Wood Creek Golf Course – City of Roseville, CA*
- South Jordan Community Links – City of South Jordan, UT
- Brooktrails Golf Course – District of Brooktrails, CA*
- Riverview Golf Course – San Juan County, NM
- Dairy Creek Golf Course – San Luis Obispo County, CA*
- Chimney Rock Golf Course – City of Wells, NV
- The City of Albuquerque – all City owned courses



* indicates project conducted in California



METHODOLOGY – SUSTAINABILITY STATEMENT

GOLF ARCHITECTURE IS A BLENDING OF ART AND SCIENCE

“Classic design is the art in which we practice. The science is where a course’s longevity lies.”



“Resource efficiency has never been more attainable than now, nor has it been more important. Water, electricity, fuel, and labor costs are often needlessly wasted at golf facilities, and we at Staples Golf make a commitment to increasing sustainability in every one of our projects.”

SIMPLY PUT – IT’S THE RESPONSIBLE THING TO DO.

In our pledge to sustainable golf design practices, Staples Golf aims to...

- Increase maintenance efficiency through design by minimizing the amount of large, maintenance-intensive features and working with our course superintendents to develop maintenance strategies tailored to their available resources, staff, and equipment capabilities.
- Advocate for “firm and fast” conditions on our courses, using less water across the board and promoting the use of fun, ground-level features that herald back to the origins of the game.
- Promote responsible water use through precision irrigation systems, reduction of total irrigated turf, and selection of the latest turf species that can uphold high quality playing conditions with less water input.
- Construct features using state-of-the-art methods tailored to each site’s specific context to ensure the quality and longevity of our courses.
- Utilize local materials and labor whenever possible in all of our projects, reducing the environmental footprint created through transportation and supporting local industry.

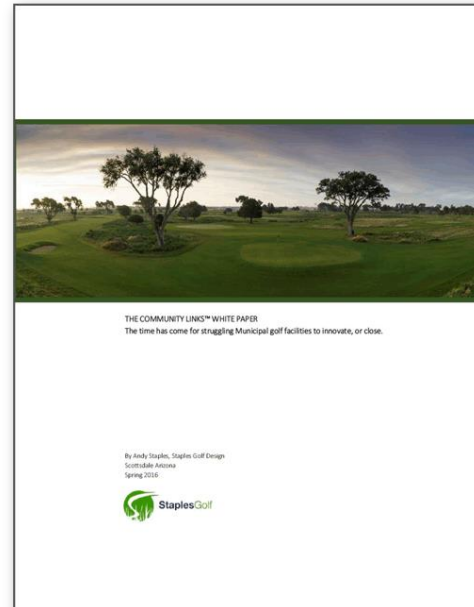
METHODOLOGY – COMMUNITY LINKS™

The Community Links™ Vision

Conceived in 2016, our *Community Links™* vision will elevate the connection between your facility and the San Clemente community. This planning approach and operational model aims to embrace programming for the entire community, resulting in increased pride and utilization of the facility by golfers, and non-golfers alike.

As championed by our design at Rockwind Community Links, the hallmark of our *Community Links™* approach is the ability for the facility to provide a fun, memorable golf experience for more than just the avid player. We will work to integrate programming for golfers of all skill levels alongside quality non-golfer recreational and social spaces. In doing so, your facility will draw a larger pool of users, introduce them to the game in an inviting and skill-appropriate manner, and foster social interactions that are mutually beneficial to both the course and the community.

The most valuable aspect of *Community Links™* is its proven process, which is tailored to reflect the values most important to your residents. We will facilitate the input of the City stakeholders and focus entirely on the San Clemente community throughout the Master Planning process, ensuring the final product provides an informed best-fit solution to the community's vision. This will help ensure our final design matches the community's voices, build trust in the process, and generate project pride and "buy-in," creating the positive support critical to success.



A Community Links facility can best be summarized in three equally important benefits: social, economic, and environmental...

- **Social Benefits** – *Community Links™* creates meaningful programming for golfers and non-golfers alike while supporting community social and recreational spaces that bring people together, promote physical and mental well-being, and introduce new people to the values of the game.
- **Economic Benefits** – *Community Links™* emphasizes cost efficiency, alternative revenue generation, and increased utilization that not only supports the golf facility but can also spur community growth as an attractive draw for new residents and tourism.
- **Environmental Benefits** – *Community Links™* promotes the responsible management of resources, water and energy use reduction, and enhancement / preservation of native ecosystems all while bringing increased environmental awareness through user interactions.

KEVIN ATKINSON

The Atkinson Design Group Team is a golf course architecture firm based in Morrison, Colorado. Formed in 2011, our planning process has been built through nearly 30 years of experience with projects in multiple countries ranging from new builds, historic restorations, master plans and major renovations.

Our projects are committed to creative excellence and financial success. We have won national awards from every major golf publication in the country. Our courses continue to be listed on the "Best Places to Play" in their respective States.

Our team has demonstrated innovation and economic value by being the national leader in sustainable golf, including water and energy efficiency. Furthermore, over the past few years we've been advocating the benefits of increasing a golf course's value as a community asset through our proprietary Community Links® concept.

Kevin Atkinson graduated from the University of Nebraska with a Bachelor's Degree in Architecture in 1994. While he was in college, Kevin worked for the golf course construction firm Landscapes Unlimited. After graduation, Kevin was hired as an Associate Architect at Ault, Clark & Associates, Inc. in Maryland. He spent four years in Maryland before joining Phelps-Atkinson Golf Design in 1999. In 2011 Kevin started Atkinson Design Group, to continue his passion for golf course architecture.

Since 2011 Kevin has worked on 10 new or renovated clubhouses for private clubs and public facilities. Kevin is one of only 170 members of the American Society of Golf Course Architects throughout North America. Kevin has been the Project Architect on ten new golf courses, more than thirty extensive remodel projects and consulted with over 140 facilities. Kevin has been involved in new courses and renovations in 21 different states, Canada and Mexico. He has designed multiple courses that have been awarded by Golf Digest as top courses in their respective states, best new courses in the country (Golf Club at Devils Tower, Big Creek Golf & Country Club), most improved golf course in the country (Bide-A Wee Golf Course) and has consulted on two top 100 golf courses in the United States (Monterey Peninsula Country Club and Tobacco Road). Closer to home, Kevin has consulted on 45 golf courses in Colorado.

CONTACT INFORMATION:

Kevin Atkinson

Atkinson Design Group

5438 Willow Springs Road

Morrison, Colorado 80465

(720) 530-5484

kevin@atkinsondesigngroup.com

REFERENCES

Mr. Steve Bruening
General Manger
Riverdale Golf Club
13300 Riverdale Road
Brighton, Colorado 80602
303.659.4700
steve@riverdalegolf.com

Adams County, Colorado retained THK and Atkinson Golf Design to assess the potential for a new short course and related recreational amenities on a 60-acre site adjacent to the north edge of the existing golf courses. THK analyzed the feasibility of the new short course in addition to a new driving range, clubhouse, Pickleball courts and miniature golf and other possible uses. Atkinson Design Group has prepared alternative site concepts and course layouts to envision the highest and best use of the site. This project began in March 2023 and is ongoing.

Mr. Dan Dent
Salt Lake City Director of Golf
Salt Lake City Golf
2375 South 900 East
Salt Lake City, UT 84106
801.485.7730
dan.dent@slcgov.com

In 2015 THK prepared a report entitled "Golf Business Planning and Benchmarking Analysis with Operational Review and Financial Analysis for the Salt Lake City Corporations Golf Enterprise Fund." This report studied Salt Lake City's 6 golf courses, evaluating operations and making recommendations to increase revenues and reduce costs.

Mr. Larry Mills
Golf Operations Manager
City of Longmont
1200 Cornell Drive
Longmont, Colorado 80503
303.776.6050
larry.mills@ci.longmont.co.us

The City of Longmont, Colorado, retained THK to prepare an "Operational Review and Financial Analysis" for its 3 municipally owned golf courses. Golf operations were studied in great detail and were profiled relative to the performance of other golf operations in their competitive market area. Detailed recommendations were made to increase revenue and reduce costs.

REFERENCES

Mr. Chris Goodman
General Manager
Metro Parks Tacoma
4702 S 19th St.
Tacoma, Washington
253.305.1022
chrisg@tacomaparks.com

The Metro Park District of Tacoma, Washington hired THK to prepare an audit of operations and a strategic master plan for their Meadow Park Golf Course Complex that included an 18-hole championship golf course, a very large driving range and an 18-hole short course. Recommendations were made for course and clubhouse improvements as well as a revamp of their marketing program and website. Design recommendations were made to improve routing and safety concerns.

Mr. Frank Andrews
Colville Tribes
P.O. Box 150
21 Colville Street
Nespelem, Washington, 99155
509.634.2570
frank.andrews.pln@colvilletribes.com

In 2022 the Confederated Tribes of the Colville Reservation in Washington State hired THK to study the potential of acquiring the Banks Lake golf course and additional land surrounding the course. Additional potential residential and lodging uses at the site were analyzed and conceptually laid out and a series of recommendations regarding the marketing, maintenance and operation of the golf course and clubhouse were provided.

PROJECT AND COST SCHEDULE AND STATEMENT OF COMPLIANCE

THK's normal fee structure includes charges for labor costs and expenses. Labor costs are a result of applying the billable rates of the personnel involved in the project to the 'person hours' devoted to each task. Hourly billing rates include provisions for salaries, fringe benefits, overhead including general administrative expenses and profit. Out-of-pocket expenditures including such items as travel, mileage, printing, and report production are included in the fees outlined below. We will bill you monthly so that you are kept informed of progress and costs. The work can be terminated at any time upon due notice and only work performed, and costs incurred as of such date of notification will be charged. **This proposal is in strict compliance with the Request for Proposal and Draft Agreement and no exceptions to either are proposed.** THK and Staples Golf Design expect to go through the following process and schedule to conduct and present the study:

Project and Fee Schedule - San Clemente Golf Course Comprehensive Master Plan Update

Scope of Services	Staff	Hourly Rate	Estimated Hours	Fee	Week
Task One Project Coordination and Site Visit(s)	Dan Conway	\$175	16	\$2,800	One-Three
	Ned Prosser	\$120	16	\$1,920	
	Staples Golf Design	\$150	28	\$4,200	
	<i>Sub-Total</i>		60	\$8,920	
Task Two Review of Current Operations & Physical Site Analysis	Dan Conway	\$175	8	\$1,400	Three-Six
	Ned Prosser	\$120	24	\$2,880	
	Staples Golf Design	\$150	56	\$8,400	
	<i>Sub-Total</i>		88	\$12,680	
Task Three Golf Course Market & Financial Analysis	Dan Conway	\$175	8	\$1,400	Five-Eight
	Ned Prosser	\$120	44	\$5,280	
	Support Staff	\$95	16	\$1,520	
	<i>Sub-Total</i>		68	\$8,200	
Task Four Golf Course Public Feedback, Site Recommendations and Concept Plans	Dan Conway	\$175	8	\$1,400	Seven-Thirteen
	Peter Elzi	\$150	8	\$1,200	
	Ned Prosser	\$120	20	\$2,400	
	Staples Golf Design	\$150	64	\$9,600	
	<i>Sub-Total</i>		100	\$14,600	
Task Five Cost Estimates & Financial Projections	Dan Conway	\$175	8	\$1,400	Eleven-Thirteen
	Peter Elzi	\$150	8	\$1,200	
	Staples Golf Design	\$150	16	\$2,400	
	Ned Prosser	\$120	16	\$1,920	
	<i>Sub-Total</i>		48	\$6,920	
Task Six Finalize Report and Report Presentation	Dan Conway	\$175	8	\$1,400	Fourteen
	Staples Golf Design	\$150	16	\$2,400	
	Ned Prosser	\$125	8	\$1,000	
	<i>Sub-Total</i>		32	\$4,800	

*Travel expenses are inclusive

PROFESSIONAL FEE TOTAL	396	\$56,120	Fourteen Weeks
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"STATEMENT OF NON-COLLUSION"

The proposal is submitted as a firm and fixed request valid and open for 180 days from the submission deadline.

This proposal is genuine, and not shameful or collusive, nor made in the interest or on behalf of any person not herein named: the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.



11/21/23

Signature of Authorized Representative

Date

Daniel M, Conway, President

Name and Title of Authorized Representative



CITY OF SAN CLEMENTE

Beaches, Parks & Recreation Department
100 N. Calle Seville
San Clemente, CA 92672
(949) 361-8237

REQUEST FOR PROPOSAL

SAN CLEMENTE MUNICIPAL GOLF COURSE **COMPREHENSIVE MASTER PLAN**

October 16, 2023

PROPOSALS DUE:

November 22, 2023, by 2 p.m.

CITY OF SAN CLEMENTE

REQUEST FOR PROPOSAL
OCTOBER 2023

CITY OF SAN CLEMENTE

REQUEST FOR PROPOSAL OCTOBER 16, 2023

Prospective Contractors:

The City of San Clemente (City) is interested in receiving proposals from Professional Services Contractors (Contractors) for the conduct of a San Clemente Municipal Golf Course Comprehensive Master Plan Update, property located at 150 Avenida Magdalena, as described in detail in the attached Request for Proposal (RFP).

Schedule of Events from Issuance of the RFP to Award of Contract:

Issuance of RFP	October 16, 2023
Site Visit (Optional)	October 26, 2023, 9 a.m.
Questions Due	November 1, 2023
Submittals Due	November 22, 2023, 2 p.m.
RFP Review by Selection Committee	
Interviews (Tentative)	December 4-6, 2023
Contract Award at City Council	December 19, 2023

City Point of Contact:

The sole source of contact regarding this RFP is Samantha Wylie, Beaches, Parks & Recreation Director. Individuals or firms interested in submitting a proposal are asked not to contact other members of the City of San Clemente staff or Councilmembers in connection with the RFP before the announcement of the consultant selected.

Proposals, questions, and all correspondence related to this RFP are to be submitted confidentially to the following mailing address or via the e-mail listed below:

Beaches, Parks & Recreation Director
City of San Clemente
100 N. Calle Seville
San Clemente, CA 92672

(949) 429-8875

WylieS@san-clemente.org

Proposal Closing Date: Monday, November 22, 2023, 2 p.m.

Please e-mail your proposal to Samantha Wylie at WylieS@san-clemente.org no later than November 22, 2023, at 2:00 p.m. Proposals received after this time will not be accepted.

Sincerely,



Attachment 1: Project Location Map
Attachment 2: Statement of Non-Collusion
Attachment 3: Sample Professional Services Agreement

CITY OF SAN CLEMENTE

REQUEST FOR PROPOSAL

SAN CLEMENTE MUNICIPAL GOLF COURSE COMPREHENSIVE MASTER PLAN UPDATE

Background about the City and the project, as well as information about the Scope of Work to be undertaken, are discussed in this section of the RFP.

A. INTRODUCTION

The City of San Clemente is seeking proposals from qualified contractors to provide all personnel, materials, and services required to complete a study to develop a comprehensive plan for the San Clemente Municipal Golf Course (the “SCMGC”). The awarded Consultant shall provide a comprehensive review of all SCMGC operations including financial status and capital projects to determine the SCMGC’s sustainability over the next ten years. The study and resulting plan shall include realistic projections of revenues and expenses. These estimates will be supported by a thorough market and facility analysis. The resulting plan will identify best practices in course management, potential new/enhanced revenue streams, and other options that will improve the quality of service and play for SCMGC users.

B. BACKGROUND

The City of San Clemente is a California municipality located on the coast of Southern California, between Los Angeles and San Diego, in Orange County. The City has a population of approximately 65,000 residents in an 18 square-mile area.

The City provides various services to its residents. Services include, but are not limited to, general governmental services, beaches, parks and recreation, water/wastewater, public works, and solid waste collection.

The SCMGC is an 18-hole championship golf course. Built by renowned Golf Course Architect William “Billy” Bell on land donated by city founder Ole Hanson, the course consisted of nine holes on opening day in 1930, with what is now the back nine being added in 1955. Municipally owned and operated since its inception, the SCMGC is aptly known as the “Pride of the Pacific.” The course hosts roughly 90,000 rounds per year.

The SCMGC Pro Shop and Starter Office are currently operated by a long-term contractor, Dave Cook through a license agreement with the City. This agreement is set to expire in 2026. The banquet, restaurant, and event operations are currently managed through a concessionaire agreement with Z Golf Services (DBA

Wedgewood). The maintenance of the course is managed by city personnel under the direction of the Maintenance Manager and Golf Manager, in the Public Works Department.

The SCMGC Master Plan was last updated in 2002 and included the reconstruction of the clubhouse and pro shop and design updates to the driving range and parking lot.

The City is seeking a consulting firm to conduct a Master Plan update to SCMGC. This plan shall be a comprehensive review of all operations including the financial status and capital projects to determine the SCMGC's sustainability over the next ten years along with realistic projections of revenues and expenses. These estimates will be supported by a thorough market and facility analysis. The study will identify best practices, potential new/enhanced revenue streams, and other options that will result in continuing as a self-sustaining enterprise fund. Identify all capital projects, scope, and cost estimates that will be required for successful golf club operations over the next ten years.

C. PROJECT OBJECTIVES

The City intends to contract with a professional golf landscape architect firm or other qualified design consulting company to develop a master plan update for the San Clemente Municipal Golf Course. The plan should include public review and comment, which will ultimately be refined to one final conceptual plan, which might reasonably be anticipated to be built. The conceptual plan shall include different phases and shall be accompanied by a cost estimate and summary report. The design shall include access and parking for vehicles and alternative modes of transportation; ADA compliance; lighting that is sensitive to neighboring properties; and other factors that are identified in the data collection and public input process.

The project budget is \$60,000.

D. PROJECT ORGANIZATION AND SCOPE OF WORK

The scope of services requested includes the following:

- A. Hole-by-hole analysis and recommendations.
- B. Building assessment and recommendations.
- C. Irrigation systems analysis and recommendations.
- D. Practice area recommendations.
- E. Tree assessment and recommendations.
- F. Pro Shop and Starter Office assessment and recommendations.
- G. Restaurant and event services assessments and recommendations.
- H. Staffing and Equipment evaluation

F. DELIVERABLES

The contractor is responsible for the following deliverables in keeping with the schedule described in subsection G below. The contractor is responsible for the following deliverables:

1. Site plan, plan base specifications, and special provisions for the course (18-hole) design, and element construction.
2. Analysis of all operations and findings to support recommendations for continued sustainable operations in all aspects of course functions.
3. Detailed estimate of any future construction cost(s).
4. Summary Report. The final plan shall be accompanied by a written report summarizing site conditions, key findings, justification for design and design elements, identification of major obstacles to development, necessary permits and approvals, detailed estimate of cost, and phasing options. Studies and reports used to develop the conceptual plan should be included in appendices to the summary report.

G. SCHEDULE

The following are key dates for the San Clemente Municipal Golf Course Comprehensive Master Plan Update. Schedule may be subject to change based on stakeholder/community feedback through public comment periods.

Issuance of RFP	October 16, 2023
Site Visit (Optional)	October 26, 2023, 9 a.m.
Questions Due	November 1, 2023
Submittals Due	November 22, 2023, 2 p.m.
RFP Review by Selection Committee	November 27-30, 2023
Interviews (Tentative)	December 4-6, 2023
Contract Award at City Council	December 19, 2023
Meeting with Stakeholders	January 15-26, 2024
Golf Course Committee Review #1	March 7, 2024
Golf Course Committee Review #2 (Optional)	As needed
City Council Plan Review/Adoption	May 21, 2024

H. PROPOSAL SELECTION

Proposals will be reviewed and scored by City staff and a selection of proposals will be invited to interview with the master plan steering committee to determine the winning proposal.

Proposals will be scored according to the following factors:

1. Consultant Qualifications with Similar Projects and the Project Area - 35%
2. Scope of work, methodology, public engagement, and scheduling - 35%
3. Overall Quality, Completeness, and Clarity in the Proposal - 15%

4. Consultant Costs and Fee Schedule – 15%

The City will select one or more Proposers and invite them for an interview prior to awarding the contract. In this process, the City may ask the respondents to give an oral presentation of their respective proposals. The purpose of this oral presentation is to provide an in-depth analysis of certain qualifications, experience in performing similar services, and an opportunity for the Consultant(s)/Teams to clarify or elaborate on their qualifications without restating the proposal. The interview and presentation are merely to present facts and explanations to City and allow them to ask targeted questions. The day and time will be notified to the proposers at least one week before the meeting. Each interview will last 45 minutes and will be comprised of a presentation and Q&A. Interviews may be held via Zoom or in-person depending on preference of the Consulting Firm.

CITY OF SAN CLEMENTE

REQUEST FOR PROPOSAL

SAN CLEMENTE MUNICIPAL GOLF COURSE

COMPREHENSIVE MASTER PLAN UPDATE

INSTRUCTIONS AND CONDITIONS

The following instructions and conditions apply to this RFP:

A. GENERAL CONDITIONS

1. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Professional Services Contractor (contractor) in:

- Preparing a proposal in response to this RFP
- Submitting that proposal to the City of San Clemente
- Negotiating with the City of San Clemente on any matter related to this RFP, proposal and/or contractual agreement
- Any other expenses incurred by the contractor prior to the date of an executed contract

The City of San Clemente shall not, in any event, be liable for any pre-contractual expenses incurred by any contractor. In addition, no contractor shall include any such expenses as part of the price proposed to conduct the scope of work for this project.

2. Authority to Withdraw RFP and/or Not Award Contract

The City of San Clemente reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any contractor responding to this RFP. The City expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).

3. Pricing Approach

The City of San Clemente intends to award a fixed-price contract for the conduct of this project. In no event shall the City pay an amount in excess

of the dollar value negotiated in the contractual agreement with the successful contractor.

4. Right to Reject Proposals

The City of San Clemente reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the contractor which, in the opinion of the City, is best qualified to conduct the project.

5. Proposal Evaluation Criteria

Proposals will be evaluated on the basis of their response to all provisions of this RFP. The City of San Clemente may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- a. Previous experience
- b. Demonstrated record of success on work previously performed for the City or similar work performed for others
- c. Project Lead
- d. Educational background of project lead and staff
- e. Staff to perform work within the specified time
- f. Methodology proposed to accomplish the work
- g. Ability to make effective public presentations of the report and/or design required
- h. Ability to work effectively with City staff, other public agencies, and related parties as directed during the course of the design, study, or other services
- i. Pertinent new ideas which may be presented during the course of the selection process
- j. Adequate knowledge of local conditions
- k. Availability, experience and knowledge of all subcontractors hired to complete the job or study

- I. Additional work performed by the contractor which may have a direct and substantial physical relationship or conflict to the proposed project
- m. Retention of original contractor on projects modified due to the original contractor's detailed knowledge of the work or on the grounds of cost
- n. Previous history of completing projects within budget and design estimates
- o. Ability to furnish adequate and effective construction supervision
- p. Consideration for contractors currently working with a major developer in the City for work within or adjacent to the major development project

B. PROPOSAL FORMAT AND CONTENT

Proposals should be typed as brief as possible. They should not include any elaborate or unnecessary promotional material. The following order and content of proposal sections should be adhered to by each contractor.

1. Cover Letter

A cover letter not to exceed three pages in length should summarize key elements of the contractor's proposal. The letter must be signed by an individual authorized to bind the contractor. The letter must stipulate that the proposed price will be valid for a period of at least 90 days. Indicate the address and telephone number of the contractor's office located nearest to San Clemente, California, and the office from which the project will be managed.

I. Background and Approach

The Background and Approach Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished.

II. Methodology(ies)

This section should clearly describe the methodology or methodologies you plan to use to carry out the specific work tasks described in the Work Plan.

III. Work Plan

Describe the sequential work tasks you plan to carry out in accomplishing this project. Indicate all key deliverables and their contents. Identify how much of the work will be done on site.

IV. Project Organization and Staffing

Describe your approach and methods for managing the project. Provide an organization chart showing all proposed project team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the person who will be the key contact with the City of San Clemente. Indicate how many hours each team member will devote to the project by task, along with a statement indicating the availability of the members of the project team for the duration of the project. Include resumes for each member of the project team. Include information and staff support required from City personnel. If utilizing a City-paid intern is possible to address data collection or routine work assignments, identify that opportunity and related cost savings.

V. Related Experience

Describe recent, directly related experience. Include on each listing the name of the client; description of the work done; primary client contact, address and telephone number; dates for the project; name of the Project Director and/or Manager and members of the proposed project team who worked on the project, as well as their respective responsibilities.

At least three references should be included. For each reference, indicate the reference's name, organization affiliation, title, complete mailing address and telephone number. The City of San Clemente reserves the right to contact any of the organizations or individuals listed.

VI. Project Schedule

Provide a schedule for completing each task in the work program, including deadlines for preparing all project deliverables.

VII. Cost Data

Indicate the total cost for which you will conduct the project by phase. Identify by project team member: name, classification, and the number of hours each member will spend on each work task.

Indicate separately, total cost for fees and expenses, including any proposed fee discount.

VIII. Statement of Compliance

Contractors must submit a Statement of Compliance with all parts of the Request for Proposal and Draft Agreement terms and conditions, or a listing of exceptions and suggested changes, along with a description of any cost implications or schedule changes the exceptions and/or changes cause. The Statement of Compliance must declare either:

- A. This proposal is in strict compliance with the Request for Proposal and Draft Agreement and no exceptions to either are proposed; or
- B. This proposal is in strict compliance with the Request for Proposal and Draft Agreement except for the items listed.

For each exception and/or suggested change, the contractor must include:

- 1. The suggested change in the RFP or rewording of the contractual obligations.
- 2. Reasons for submitting the proposed exception or change.
- 3. Any impact the change or exception may have on project costs, scheduling or other considerations.

IX. Other Information

Include any other information you consider to be relevant to the proposal.

- X. Consultant agrees that in carrying out its responsibilities under this agreement, and in particular with regard to the employment of persons and sub-contractors working on the project, it will not discriminate on the basis of race, color, creed, national origin, religion, sex, age, or handicap. In the event any of the work performed by consultant hereunder is sub-contracted to another person or firm (with approval of the City as required herein), sub-contract shall contain a similar provision.

SUMMARY OF MAJOR COMPLIANCE REQUIREMENTS

The following highlights the key compliance elements contained in the City contract:

Meetings

This is a suggested schedule which is open to discussion.

1. Attend bi-weekly progress meetings with the City's Project Manager.
2. Attend monthly meetings with Project Team.
3. Conduct general meetings (2 - 3) open to employees, boards, and commissions for overview and discussion of study.

Reporting

1. Project report to City Project Manager including:
 - Monthly report to Department Heads.
 - Summary of work completed during previous two weeks.
 - Discussion of any significant problems encountered or issues arising during the project.
 - Percentage of project completion by work task.
 - Explanation of variance between actual work task completed vis-a-vis the work plan.
2. Oral briefings/summary of project findings for presentation to City Project Manager.
3. Copies of the Draft Final Report, including Executive Summary, findings for presentation to City Project Manager.
4. Oral presentation of findings and recommendations to the City Council, City Manager, and employee groups.

Insurance Coverage

Prior to commencement of any project activities, consultant is to secure worker's compensation insurance, so as to be in compliance with State statutes and comprehensive

general liability insurance, including auto and contractual liability coverage, in an amount not less than \$1 million.

“PROJECT LOCATION MAP”





“STATEMENT OF NON-COLLUSION”

The proposal is submitted as a firm and fixed request valid and open for 180 days from the submission deadline.

This proposal is genuine, and not shameful or collusive, nor made in the interest or on behalf of any person not herein named: the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Signature of Authorized Representative

Date

Name and Title of Authorized Representative