

CITY OF WATERTOWN, NEW YORK
Special Council Meeting Agenda
December 12, 2022
7:00 p.m.

This shall serve as notice that a Special Meeting of the City Council will be held on December 12, 2022 at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

ROLL CALL

READING OF NOTICE OF THE MEETING

RESOLUTIONS

Resolution No. 1 - Approving the Asset Purchase Agreement with Watertown Golf Club, Inc. and 1 Thompson Park, LLC

WORK SESSION

Next Work Session is scheduled for Monday, January 9, 2023 at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
DECEMBER 19th, 2022**

Res No. 1

December 8, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving the Asset Purchase Agreement with Watertown Golf Club, Inc. and 1 Thompson Park, LLC

The Asset Purchase Agreement with Watertown Golf Club, Inc. (“The Club”) and 1 Thompson Park, LLC is attached for City Council review, along with a resolution approving it. The purchase price for the real estate and personal property of both entities is \$3.4 million.

The real estate includes two parcels within the City and one in the Town totaling 63.84 acres. The personal property is described in Exhibits A-D.

The purchase also includes a covenant not to compete that will be put into the deeds, which will limit the owner of Ives Hill Golf Course to operating no more than nine holes. It will be obtained by The Club from Prime, LLC. The Club will also release the City and Council Members Olney and Ruggiero from all liability in reference to the notice of claim filed by the Club. The purchase agreement does not include a release from any claims made by P.J Simao. Mr. Simao is not a party to the agreement, the golf course companies cannot provide such a release, and there are no pending claims to be released from.

The City Council will have to decide how the purchase is going to be budgeted. The funds could come from Fund Balance, the Capital Reserve Fund, or the ARPA funds budgeted for Thompson Park. I am concerned about using the ARPA funds, because there may be Federal regulations pertaining to the purchase of property that I am not aware of, which could cause issues in an audit.

The Council will also have to amend the budget for the operational costs and capital improvement. A shelter for the golf carts will have to be built before next winter.

RESOLUTION

Approving the Asset Purchase Agreement with Watertown Golf Club, Inc. and 1 Thompson Park, LLC

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS Watertown Golf Club, Inc. (“The Club”) and 1 Thompson Park LLC (“1TP”) own real estate and personal assets needed to operate the golf course known as the Watertown Golf Club in Thompson Park, and

WHEREAS The Club and 1TP have offered to sell their real estate and personal assets for \$3.4 million, and

WHEREAS the City Council wishes to purchase the assets to expand John C. Thompson Park and continue the operation of a golf course, and

WHEREAS an Asset Purchase Agreement has been drafted,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Asset Purchase Agreement, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that Mayor Jeffrey M. Smith is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, dated and effective the day of December 2022, by and between

Watertown Golf Club, Inc. (“The Club”), with an office and principal place of business at 1 Thompson Park, Watertown, NY 13601; 1 Thompson Park, LLC (“1TP”), with an office and principal place of business at 1 Thompson Park, Watertown, NY 13601; and the City of Watertown (“The City”), a municipal corporation with offices at 245 Washington Street, Watertown, NY 13367.

WHEREAS The Club operates a golf course facility in the City of Watertown, known as the Watertown Golf Club in Thompson Park, as called, off Gotham Street in the said City of Watertown, and

WHEREAS The Club owns three parcels of real property, identified as tax parcels numbered 12-26-101.100 and 12-26-104.000 in the City of Watertown, and 83.18-1-3 in the Town of Watertown, consisting of 63.84 acres, on which the clubhouse, starter building, event tent bar building, and holes one through nine of the said golf course are located, and

WHEREAS The Club leases from The City, certain real property, identified as tax parcel number 12-20-101.701, consisting of 66.30 acres, on which holes ten through eighteen of the said golf course are located, and

WHEREAS The Club possesses good will and additional assets, including, but not limited to, event tent and fixtures, furniture, and equipment (including, but not limited to, kitchen and bar equipment, clubhouse furnishings, and event tent bar equipment), and

WHEREAS 1TP’s assets consist of golf course maintenance and mowing equipment, and golf accessories and carts, and

WHEREAS The Club desires to sell all its real estate, buildings, goodwill, and other assets of said Corporation, and The City desires to purchase said real estate, buildings, goodwill, and assets, and

WHEREAS 1TP desires to sell all its assets and The City desires to purchase said assets,

NOW, THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

1. The City shall pay Three Million Four Hundred Thousand and 00/100 Dollars (\$3,400,000.00) for all the assets of The Club and 1TP, pursuant to the terms and conditions set forth below.

2. Allocation of sale price:

a. The Club:

i. Land -	\$ 2,100,000.00
ii. Buildings -	\$ 450,000.00
iii. Assets listed in the attached Exhibit A -	\$ 250,000.00
Total:	\$ 2,800,000.00

b. ITP:

i. Assets listed in the attached Exhibits B & C -	<u>\$ 600,000.00</u>
Total:	\$ 3,400,000.00

3. Conditions Precedent to Closing. This Agreement regarding purchase and sale of the assets of The Club and ITP shall be subject to the following condition precedent:

- a. The passing of a resolution by the City Council approving the Agreement and authorizing the mayor, or other authorized City official, to execute the necessary documents to complete the terms of this Agreement.

4. Additional Conditions, Warranties, and Understandings regarding purchase and sale of the assets of The Club and ITP:

- a. A complete, detailed list of the personal property, fixtures, furnishings, and equipment of The Club provided by The Club to The City and attached hereto as Exhibit A.
- b. A complete, detailed, list of said maintenance equipment, carts and golf-related parts and accessories provided by ITP to The City and attached hereto as Exhibit B.
- c. As part of the Goodwill being transferred by The Club to The City, The Club shall provide to The City its current membership and vendor lists, as well as its current price lists for goods and services, and greens and cart fees
- d. The real property, personal property, fixtures, furnishings, and equipment of The Club and ITP shall be free of all liens and encumbrances and shall provide the appropriate Discharge(s) and Satisfaction(s) for the below-mentioned mortgage, liens and debts.
- e. The Club and ITP acknowledge that the current debt of The Club and ITP is as follows:
- i. to the Watertown Savings Bank a mortgage and line of credit
 - ii. to Wells Fargo a lien on various equipment
 - iii. to Michael E. Lundy, personally, and The Lundy Group of Companies for course improvement and asset purchase loans.

- f. Included in the assets of The Club at time of the sale are the following:
 - i. Current survey of the portions of the southern and western boundaries of The Club's real property which do not adjoin property presently owned by The City, certified to The City
 - ii. Copy of the clubhouse Asbestos Study, dated December 7, 2018
 - iii. Watertown Savings Bank Environmental Questionnaire, dated July 12, 2011.
 - iv. Engineering drawings and NYS DOH and DEC approvals of newly constructed septic system
 - v. Course irrigation as-built map
 - vi. Cart storage building slab and foundation
 - vii. Cart storage building engineered Drawings
 - viii. Site plan approval for cart storage building and maintenance building expansion
 - ix. Course re-design master plan by Barry Jordan, golf course architect
- g. The said lease between The Club and The City shall be terminated at the time of closing.
- h. The carts and accessories included in the assets of ITP to be sold shall be the following:
 - i. Six (6) 2012 Yamaha gas golf Carts
 - ii. Forty-four (44) 2015/2016 ClubCar electric golf carts
 - iii. Twenty-two (22) electric charging stations
 - iv. Ten (10) EZ-Go gas carts
 - v. All electric carts shall have new batteries, as of 2021 or 2022, and all carts shall be serviced and delivered back to Watertown Golf Club for use by April 1, 2023.
 - i. The inventory of seeds, fertilizer, and parts located in the maintenance facility shall be included in the sale of assets of ITP, as set forth in Exhibit C.

5. Additional conditions and obligations required of the parties:

- a. The City shall be liable for all sales and usage taxes, if any.
- b. The food and beverage (both alcoholic and non-alcoholic) inventory of The Club shall not be included in this sale.
- c. The City intends to operate, to the best of its ability, eighteen (18) hole golf course now known as the Watertown Golf Club at Thompson Park.
- d. The City shall, to the best of its ability, attempt to honor The Club's obligation and commitment to host the 2023 City of Watertown Men's Golf Tournament and the 2024 Northern New York Golf Association Regional Golf Tournament.
- e. The City may maintain The Club's membership in the Northern New York Golf Association and Michael E. Lundy is willing to remain the Northern New York Golf Association representative for The City through 2024.

- f. Michael E. Lundy and Colleen shall assist in maintaining all anticipated 2023 charity golf tournaments and leagues, at the said course.
- g. The assets of The Club sold to The City by this Agreement shall include all hardware, software, and licenses to operate the point of sale and Golf Management programs now used by The Club in the operation of the said golf course.
- h. The said golf course shall be ready for play, including servicing of all maintenance equipment, carts, and accessories in operating condition, by April 1, 2023, weather permitting, at the sole expense of 1TP.
- i. The Club will complete, by April 1, 2023, the following improvements:
 - i. a new hole 9 green
 - ii. a new hole 9 green irrigation system
 - iii. a new hole 9 tee box
 - iv. a new hole 6 tee box.
 - v. replace one of the two pumps in the Clubhouse (the pump, which is operable, but leaking) for the main irrigation system.
 - vi. The aeration of all greens.
- j. The Club shall clean the Clubhouse and Maintenance facility by April 1, 2023.
- k. The Club, at the time of closing, shall agree to waive and forebear any cause of action and/or claim against The City arising from any actions and/or events performed and/or enacted by The City, its officers, officials, employees, and/or agents, in reference to the operation of the Watertown Golf Club and shall provide The City, and Councilpersons Onley and Ruggiero, a General Release releasing them from all liability in reference to the notice of claim filed by The Club against The City and said Councilpersons.
- l. The Club will provide and record prior to closing, at its sole expense, a covenant not to compete and deed restriction from Prime, LLC, for the benefit of the real property presently owned and leased by The Club. The said covenant not to compete and deed restriction shall have the following terms:
 - i. Attach to each of the three parcels being transferred by The Club to The City by this Agreement, identified as tax parcels numbered 12-26-101.100 and 12-26-104.000 in the City of Watertown, and 83.18-1-3 in the Town of Watertown, consisting of 63.84 acres, as well as parcel leased by The Club from The City, identified as tax parcel number 12-20-101.701, consisting of 66.30 acres, and
 - ii. Be given by each of the Prime LLC's parcels which presently constitute the Ives Hills Golf Course, and
 - iii. Run with the land, and
 - iv. Bind Prime, LLC, its successors, assigns, licensees, and lessees, and
 - v. Applies if Prime, LLC, its successors, assigns, licensees, and lessees operate a golf course, and then the said golf course shall be limited to no more than nine (9) holes, and

- vi. The consideration shall be One and 00/100 Dollars and other good and valuable consideration.
- m. The City acknowledges that it is only buying the assets and not the stock of Watertown Golf Club, Inc.
- n. The Club will convey the current logo of the golf course if The City requests the same.
- o. The Club shall deliver good and marketable title, evidenced by a 40-year Abstract of Title and a ten-year tax search, by warranty deed, subject to public utility easements, existing zoning laws, building and use restrictions and taxes for local improvements. The Club and 1TP will also deliver Bills of Sale, free of any and all encumbrances, for the personal property set forth in Exhibits A-C.
- p. All real property taxes will be prorated as of the closing date.
- q. The Club shall provide appropriate UCC searches, water and sewer account statements, franchise tax searches, corporate resolutions, and Certificates of Good Standing to The City prior to the closing.
- r. The City will be required to file with the NYS Department of Taxation and Finance the appropriate Bulk Sales Reports (Form AU 196.10).
- s. Upon acceptance, this Asset Purchase Agreement shall be a binding contract containing the entire understanding of the parties and all prior understandings are merged herein; this contract may not be modified or annulled except by written agreement; notices given by the parties shall be in writing and may be delivered personally or by mail.
- t. The Club and 1TP represent that there is no Broker in this transaction and that no other Real Estate Broker or Agent has been instrumental in bringing about this sale.
- u. Possession shall be at the time of closing.
- v. All assessments for local improvements which are now liens, or which may become liens, prior to the date originally fixed for delivery of the deed hereunder shall be paid by The Club.
- w. The risk of loss or damage to the premises until closing remains with The Club and 1TP.
- x. This contract may be assigned by the Buyer.
- y. Upon acceptance, this contract shall be binding upon and inure to the benefit of the successors, representatives, and assigns of the respective parties hereto; reference to the parties in the singular form, namely as The Club, The City, and 1TP, is intended to include all parties and their liability shall be joint and several.
- z. The parties agree that The City shall be entitled to a walkthrough of the property 24-48 hours prior to the closing to review the amount and condition of the property, both real and personal, being conveyed by this Agreement. The Club and 1TP shall provide The City at the time of the signing of this Agreement with pictures depicting the amount and condition of the personal property set forth in the attached Exhibits A-C, which The City and its representatives may use during the said walkthrough to confirm the amount and condition of the said personal

property being conveyed by this Agreement. The said pictures shall be attached hereto as Exhibit D as flash drive, and is only demonstrative of Exhibits A-C.

- aa. The City shall pay the entire purchase price (Three Million Four Hundred Thousand and 00/100 Dollars [\$3,400,000.00]) at closing, payable by check made payable to the Young Law Office, PLLC, attorneys for The Club and 1TP.
- bb. The Young Law Office, PLLC shall hold in its escrow account the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) as security that The Club will perform its responsibilities under Paragraphs 5(i), 5(j), and 5(k) of this Agreement. The said funds held in escrow will not be released to The Club and 1TP until the Young Law Office, PLLC receives written notice from The City that The Club and 1TP held completed their respective responsibilities as set forth above.
- cc. Transfer of title shall be completed at Slye Law Offices, P.C., 104 Washington Street, Watertown, NY 13601.
- dd. The parties agree that time is of the essence and the closing date for the completion of the transfer of the assets of The Club and 1TP shall be on or before Saturday, December 31, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date their respective acknowledgements.

Watertown Golf Club, Inc.

By: _____
Michael E. Lundy,
President

1 Thompson Park, LLC

By: _____
Michael E. Lundy,
Managing Member

City of Watertown

By: _____
Jeffrey Smith, Mayor

STATE OF NEW YORK)

) ss.:

COUNTY OF JEFFERSON)

On this day of December 2022, before me, the undersigned, personally appeared

MICHAEL E. LUNDY

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss.:

COUNTY OF JEFFERSON)

On this day of December 2022, before me, the undersigned, personally appeared

JEFFREY SMITH

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

WGC CLUBHOUSE / BAR / DINING ROOM INVENTORY

	<u>QTY</u>
Beverage-Air MT23-1B 29 1/2" Marketeer Series Black Refrigerated Glass Door Merchandiser with LED Lighting	2
Regency 18" x 24" Underbar Ice Bin with Juice Holders - Serial # 600IB1824	2
Advance Tabco BK-2 Stainless Steel Single Tier Speed Rail - 24" #109BK2X	2
3 Compartment Stainless Steel Bar Sink with Built-In Drain Boards on Each Side	1
Advance Tabco BK-2 Stainless Steel Single Tier Speed Rail - 60"	1
Noble Products Manual 8" Triple Bar Glass Washer	1
Advance Tabco Hand Wash Sink Serial # 7-PE-EC-SP	1
Beverage Air 4-Tap Draft Kegerator*	1
Soda Gun System with 2 Guns*	1
48" Base Cabinets	2
12" Base Cabinet	1
24" Base Cabinet	1
168" Continuous Stainless Steel Counter Top	1
Custom Made Steel and Wood Display Shelving	2
24" Chrome Plated Glass Hanger Rack	12
48" 3-Tier Liquor Display with Color Changing LED Lighting	1
16' Continuous Hunter Green Laminent Seated Bar Area	1
78" Green Laminate Top for Coffee Bar	1
30" Base Cabinets	2
76" Two-Sided Green Laminate Seated Bar Area	1
Black Top Frame Ladder Back Swivel Bar Height Chair with Black Padded Seat	26
3' Bar Height 36" Square Tables	2
3' Bar Height 36" Round Tables	4
30" Dining Height 36" Square Tables	10
Black Padded Dining Height Metal Chairs	50
8' Wood Custom Table	1
8' Stainless Steel Buffet Table	1
Heavy Duty Stainless Steel Chafing Dishes with Connected Roll Top	7
Rectangular Chafing Dishes with Lift-Off Top	4
Triple Threat 8 Qt. Crockpot	1
Nacho Cheese Warmer with Pump	1
Presto Small Pizza Oven	1
Mega chef Electric Warming Tray with Adjustable Temperature Control, 24 in	2
Nostalgia Popcorn Machine and Cart	1
Mr. Coffee 12-Cup Auto Coffee Maker	2
LG 48" Flat Screen TV	1
LG 54" Flat Screen TV	2
Stainless Steel Trash Can	2
2" x 18" Black Bar Mat Serial # 8882332	6
Choice 3 1/4" x 27" Black Bar Mat #176BM27BK	4
One-Piece Aluminum Scoop - 12 oz.	4

American Metalcraft J263 1.25 oz. & 2 oz. Stainless Steel Jigger	4
Choice 28 oz. Stainless Steel 3-Piece Bar Shaker #176SHAKRSS28 - EA	4
Choice 3.7 Gallon Stainless Steel and Polycarbonate Double Beverage Dispenser	2
Choice 6 Compartment Condiment Holder #176CON6XPNT - EA	3
Choice 60 oz. Clear SAN Plastic Beverage Pitcher #69060P - EA	10
Choice Black Plastic Bar Caddy Organizer - 9 3/8" x 5 5/8" x 4 3/16" #176CAD6BK - EA	2
Libbey 139 Heavy Base 13 oz. English Hi Ball / Double Old Fashioned Glass	48
Libbey 2310 Lexington 10.5 oz. Tall Hi-Ball Glass	36
Chef & Sommelier 46961 Cabernet 16 oz. Tall Wine Glass by Arc Cardinal	48
Acopa 8.5 oz. Glass Carafe	12
Acopa 13 oz. Blanc Wine Glass - #5535213 - DZ	48
Libbey 3815 15.25 oz. Customizable Footed Pilsner Glass	12
Master's Reserve 9177 Circa 12 oz. Stemmed Pilsner Glass	12
Master's Reserve 9175 Circa 16 oz. Customizable Stemmed Pilsner Glass	36
12 oz. Brandy / Beer Snifter Glass	24
Acopa 16 oz. Rim Tempered Pint Glass / Mixing Glass	72
Acopa 6.25 oz. Flute Glass	24
Acopa 7 oz. Rocks Glass	48
Sam's Adams Custom Beer Pints	18
2.25" Table Number Holder, Menu, and Place Card Stands	12
Jofefe 20pcs Mini Place Card Holders	20
32x46" Extra Large Chalkboard for Wall Hanging with Liquid Chalk	1
Lancaster Table & Seating 20" x 16 1/2" x 36" Folding Tray Stand Black Metal	4
Vollrath 86328 Cork-Lined Laminated Serving Tray - 14" X 18"	4
GET RCT-16-BR Round 16" Cork Non-Skid Serving Tray	12
American Metalcraft SMS2 Stainless Steel Tabletop Menu Card 3 1/2" x 6 3/4"	7
Choice Black Guest Check Presenter	60
LOT of Stored Juice Glasses/Water Glasses/Coffee Cups/ Misc. Wine / Other Glassware	LOT
LOT of Stored White Tableware (Dinner Plates/Appetizer Plates/Bowls)	LOT
iPad with Cellular Availability Lightspeed Restaurant App and Credit Card Swipers	5
*Draft and Soda Gun Systems are set up and hooked up in the Basement	

WGC KITCHEN INVENTORY

	<u>QTY</u>
Traulsen 2-Door Commercial Freezer Serial # T33480B10 Model G22010	1
Cantaur Commercial Refrigerator Serial # MCR4L46010 Model CSD-2DR	1
True Refrigerated Sandwich Prep Table Serial 1-4464259 Model TSSU 48-12	1
True Sandwich Prep Table Serial 5298300 Model TSSU 60-16 (Refrigeration not currently working)	1
Vulcan Commercial Convection Oven	1
Royal 4 Burner Stove, Flat Top Griddle & Double Oven	1
Delta Hood Fan with Pleeter Ansul System Fully Inspected and Fully Charges	1
Vulcan Deep Fryer - 2 Basket Serial # DV-1045731H3 Model LG500	1
Vulcan Deep Fryer - 1 Basket Serial # DV-1002701 Model LG300	1
Commercial Hot Dog Cooker/Steamer Serial # 35114398 Model 35S	1
Panasonic Commercial Microwave Serial # 6A99090044 Model NE-1251R	1
General Slicing - Meat Slicer on Rolling Cart	1
Kitchen-Aide Commercial Toaster Serial # WXA0202567	1
Oster Commercial 4-Slice Toaster	1
Garde 1/2" Heavy-Duty French Fry Cutter with Suction Cup Feet Serial # FC12SC	1
Garde Heavy-Duty 1/4 lb. 4" Hamburger Patty Molding Press with Handle HDHP14	1
3-Bay Sink	1
Regency 21"x24" 18-Guage Stainless Steel Detachable Drainboards	2
Prep Sink Model KBK5015	1
Advance Tabco Hand Sink with Cabinet	1
FDW Kitchen Work Table Stainless Steel 24x24 Inch Work Table Heavy Duty	1
Hally Sinks & Tables H Stainless Steel Table for Prep & Work 24 x 60 Inches	3
KPS Stainless Steel Double Over shelf for Prep Work Table 14 x 60 Top Mount	2
KPS Stainless Steel Double Over shelf for Prep Work Table 14 x 48 Top Mount	2
60" Butcher Block Cabinet with 60" 6-Drawer Base Cabinet	1
Regency 18"x60" Chrome Wire Shelf	4
Regency 18"x 48" Chrome Wire 5-Shelf Lit with 86" Posts	2
Regency 18" x 72" Chrome wire Shelf	1
Regency Single Aluminum Swinging Traffic Door with 9" x 14" Window	2
Commercial Table Mounted Can Opener	1
Hand Held Can Opener	1
Acopa 12 oz. Ivory (American White) Stoneware Onion Soup Crock	24
Acopa 4 oz. White Fluted Melamine Ramekin	36
Cal-Mil 1531-616-13 Black Round Edge Rectangle Flat Bread Serving Board - 16" x 6" x 1/4"	12
Choice 11" x 7" x 1 1/2" Forest Green Oval Plastic Fast Food Basket	48
Choice 12" x 8 1/2" x 1 1/2" Forest Green Rectangular Plastic Fast Food Basket	19
Choice Black Oval Food Baskets	28

Choice 9 1/4" x 5 3/4" x 1 1/2" Forest Green Oval Plastic Fast Food Basket	12
Choice 12" Round Black Plastic Diner Food Basket	31
Wicker Baskets	13
Stock Pots - Various Sizes	11
Sauce Pans	10
Serving Pans - Large	26
Serving Pans - Medium	10
Serving Panes - Small	8
Full Sheet Pans	16
Glass Bowls	5
Glass Measuring Cups	2
Handheld Strainers	3
Metal Mixing Bowls	6
Colanders	6
San Jamar B6186L EZ-Chill 6-Compartment Stainless Steel Condiment Bar	1
Condiment Pump	1
Empty Condiment Squeeze Bottles	3
Cal-Mil 401-12-34 12 1/4" Clear Acrylic Pebble Salad Bowl	1
Cal-Mil 401-15-34 15" Clear Acrylic Pebble Salad Bowl	1
Cal-Mil 401-18-34 17 3/4" Clear Acrylic Pebble Salad Bowl	1
Cambro RSB23CW148 40 Qt. White Camwear Round Ribbed Bowl	4
Choice 20" x 15" x 5" Gray Polyethylene Plastic Bus Tub	4
Plastic Storage Bins with Lids	20
Thunder Group Forks	48
Thunder Group Salad Forks	48
Thunder Group Butter Knives	48
Thunder Group Teaspoons	48
Thunder Group Tablespoons	48
Steak Knives	108
Sets of Measuring Cups	4
Pasta Baskets	4
Sets of Measuring Spoons	2
Handheld Grater	1
Perfect Egg Ring	2
Garlic Press	1
Plastic Salad Tongs	3
Scoopers	2
Grill Spatulas	6
Spatulas	3

Plastic Tongs	10
Ladles	5
Potato Masher	1
Pizza Cutter	1
Various Sharp Knives	12
Metal Tongs	12
Metal Serving Spoons	12
Dough Cutter	1
Whisks	3
Choice 15" Flame Retardant Oven Mitts - Set	2

WGC STORAGE ROOM INVENTORY

	<u>QTY</u>
Regency Ice Bagger for 8, 10 or 20 lb. Bags	1
Manitowoc Ice - Ice Maker with 430 lbs. of ice storage Model #QT0454A	1
Hussman 3 Door Freezer Model HF92AT Serial # 06020110	1
Hussman 3 Door Refrigerator Model HF82AT Serial # 06020121	1
Imbera 2 Door "Coke" Cooler Model #VRD43 Serial #A66170500177	1
Wall Mounted Electronic Safe	1
Built In Desk with 24" File Cabinet	1
4 Drawer File	1
Camera Security System with Monitor (Monitoring through STAT Communications	1
Large White Igloo Coolers	3
Medium Coleman Coolers	3
6-Pack Soft Coolers	137
Lockable Linen Closet	1
Linen Closet Including:	1
New Bar Towels	132
Washed Bar Towels	212
Large White Rectangular Tablecloths for Tent Tables	46
Large Green Rectangular Tablecloths for Tent Tables	21
Large Round White Tablecloths for Cocktail Tables in Tent	8
Green Satin Sashes for Cocktail Tables	12
Green Linen Napkins	141
White Linen Placemats	250
White Linen Napkins	193
Mop Sink with Faucet and Hose	1
Regency 24" x 48" NSF Chrome Wire 5-Shelf Kit with 86" Posts #460EC2448K85	4
Dry Storage:	
3 Oz. Plastic Shot Glasses	300
6 Oz. Plastic Champagne Flutes	24
8 Oz. Plastic Wine Glasses	770
8 Oz. Styrofoam Cups	500
9 Oz. Plastic Crystal Tumblers	500
9 Oz. Plastic Rock Glasses	720
10 Oz. Plastic Cups	1,900
12 Oz. Styrofoam Cups	500

12 Oz. Plastic Cups	945
16 Oz. Plastic Cups	60
16 Oz. Styrofoam Cups	500
8 Oz. Soup Cups with Lids	250
12 Oz. Soup Cups with Lids	500
16 Oz. Lids for Plastic Cups	700
16 Oz. Lids for Styrofoam Cups	1500
Brown Kraft To Go Paper Food Containers	400
Nacho Plastic Containers	250
Flat Bread Pizza Cardboard to-Go Containers	200
Votive Candles	72
Battery Operated Window Candles	20
Sabrina Bud Vases	16
Dozen Skirt Clips for Tables	360
Waitress Order Pads	18
Liquor Bottle Purer Covers	48
Liquor Bottle Speed Pourers	17
40 Cup Percolator Coffee Pot	1
7" Stirrer Sticks	10,000
5" Stirrer Sticks	6,000
Extra Can Separator Inserts for Beverage Air Refrigerators	5
1 Lb. Cardboard Food Tray	250
Wave 7" Round Plastic Plates	360
Wave 9" Round Plastic Plates	90
Premium 10" & 6" Plastic Plates	48
Plastic Forks	600
Matching Plastic Fork/Knife/Spoon	200
Lentine Votive Candles	54
Assorted Table Display Vases	10
Green Paper Placemats	1000
Small Storage Jars for Condiments	12
Members Mark Dinner Napkins	550
Choice Dinner Napkins	1500
Beverage Napkins	1000
Napkin Dispensers	2

WGC OLD PRO SHOP INVENTORY

- (1.0) Samsung 85 inch Class Q6 Series with 4k Ultra HD TV with Bracket for Event Tent
- (2.0) 175 Lifting Folding Chairs for Tent
- (3.0) 4' Square Portable Stage
- (4.0) Easels, Silver and Black
- (5.0) PA System with Speakers & Microphone
- (6.0) 6 Foot Display Case & Counter
- (7.0) (2) Outdoor Chair
- (8.0) Computer Stand
- (9.0) 56" Tower Stand
- (10.0) 36" TV on Wall
- (11.0) (2) Serving Tray Stands
- (12.0) 6 Bollards with Chain
- (13.0) 22 Foot Slat Wall
- (14.0) Merchandise Hangers/holders for Slat Wall
- (15.0) Flameless Candle Centerpieces
- (16.0) 30" x 5' Merchandise Table
- (17.0) 30" x 5' Merchandise Table
- (18.0) 3' x 3' Table
- (19.0) Security Camera System Set-Up

WGC TENT BAR / CONCESSION BUILDING

	QTY
True Custom Sliding 2 Door Refrigerator	1
Beverage-Air MT53-1-SDB 54" Marketeer Series Black Refrigerated Sliding Glass Door Merchandiser	1
Avantco UBB-48-HC 48" Black Counter Height Narrow Solid Door Back Bar Refrigerator with LED Lighting	1
Avantco UDD-48-HC Four Tap Kegerator Beer Dispenser - Black, (2) 1/2 Keg Capacity	1
Frigidaire 36 Bottle Wine Refrigerator	1
Regency 18" x 24" Underbar Ice Bin with Juice Holders - Serial # 600IB1824	2
Star Commercial Hot Dog Roller (Holds 36 Dogs)	1
Expert 3 Burner Grill	1
GE Microwave	1
Black and Decker 12 Cup Coffee Pots	2
Professional Series 50 Cup Coffee Digital Urn	1
20 Cup Coffee Warmers	2
Emeril Air Fryer Grill 360	1
Seville Classics 5-Level Commercial Shelving with Wheels Model # 48245B	2
Hally Sinks & Tables H Stainless Steel 24" x 60" Commercial Heavy- Duty Table with Undershelf and Backsplash	1
30" Square Table	1
Custom Made Black 3-Tier Liquor 24" Shelving	2
American Metalcraft J263 1.25 oz. & 2 oz. Stainless Steel Jigger	3
Choice 28 oz. Stainless Steel 3-Piece Bar Shaker #176SHAKRSS28 - EA	2
Choice Black Plastic Bar Caddy Organizer - 9 3/8" x 5 5/8" x 4 3/16" #176CAD6BK - EA	2
One-Piece Aluminum Scoop - 12 oz.	2
Choice 60 oz. Clear SAN Plastic Beverage Pitcher #69060P - EA	4
Glass Storage Jars for Drink Condiments	4
Liquor Speed Pourers	23
Air Conditioners	2
Fan	1
Brooms	2
Vacuum for Tent	1
16 Oz. Clear Plastic Draft Beer Cups	40
16 Oz. Styrofoam Cups	54
12 Oz. Styrofoam Cups	35
9 Oz. Plastic Rocks Glasses	25

WGC PRO-SHOP/STARTER BUILDING INVENTORY

- (1.0)** (2) 4x3 Weatherproof Cork Display Board
- (2.0)** Wall Mount AC Unit, 12,000 BTU
- (3.0)** 16x20 Mirror
- (4.0)** 6 foot Desk with (2) File Cabinets
- (5.0)** 48 inch Upper Cabinet
- (6.0)** Black Office Chair
- (7.0)** City Championship Plaque
- (8.0)** Ryobi Pressure Washer and Cart Washing Equipment
- (9.0)** 6 Metal Rack With 6 Shelves
- (10.0)** Tote With Cart and Misc. Needs
- (11.0)** (2) Club Car Windshields
- (12.0)** Club Car Tow Bar
- (13.0)** Coke Beverage Cooler, Pepsi Beverage Cooler
- (14.0)** Sandwich Board
- (15.0)** Wicker Basket
- (16.0)** 6 Foot Folding Table
- (17.0)** Security Camera
- (18.0)** 2 Trash Cans
- (19.0)** Tournament Scoreboards
- (20.0)** Gold Ball Pickers
- (21.0)** WGC Pencil / Scorecard Holder
- (22.0)** Titleist Ball Display
- (23.0)** Top Flight Glass Ball Jug
- (24.0)** Range Tokens and Keys

- (25.0)** 2 Front Desk Chairs
- (26.0)** Front Counter / Shelving
- (27.0)** 6 Boxes of Golf Pencils
- (28.0)** Misc. Signs
- (29.0)** 2 Electronic Cash Drawers
- (30.0)** 6 Closest to the Pin Markers
- (31.0)** Pushcart
- (32.0)** Slat Wall & Hardware & Shelves
- (33.0)** Keys to unlock, Vending Machines, Range Machine, Cash Drawers
- (34.0)** 2 foot by 4 foot, 8 cubicle Shelf
- (35.0)** Sunglasses Display Rack
- (36.0)** 100 Amp 3 Phase Panel Box
- (37.0)** 30 x 30 Table
- (38.0)** Soda Vending Machines
- (39.0)** Tech Supplies

WGC TENT INVENTORY

- (1.0) 40' x 60' Aluminum Frame Clearspan Liri Event Tent with (6) PVC White Solid Roof Panels and (20) PVC White Sidewalls with Panoramic Clear Windows
- (2.0) Outdoor Outlets Along Tent
- (3.0) 100 AMP 3 Phase Electrical Panel in Tent
- (4.0) Custom Aluminum and Glass Tent Double Door
- (5.0) Custom Aluminum and Glass Tent Double Door

In Storage:

	<u>QTY</u>
8' White Hard Plastic Folding Tables	45
Lancaster 32" Round Granite White Heavy-Duty Bar Height Plastic Folding Cocktail Tables	26
Folding White Hard Plastic Chairs	175
Upright Propane Heaters	4

WGC OUTSIDE/COURSE/DRIVING RANGE INVENTORY

- (1.0)** 1st Tee benches & Picnic Tables
- (2.0)** Crop Circle Benches and Fire Place
- (3.0)** Golf Bag Holder
- (4.0)** (3) Driving Range Benches
- (5.0 - 5.1)** (2) Bag Racks 5-Bag 70"L x 18"D x 41"H
- (6.0)** Picnic Tables
- (7.0)** 1st Tee bench / Ball Washer Bracket
- (8.0)** Pro Shop Area bench
- (9.0)** 2nd Tee Bench / Ball Washer Bracket
- (10.0)** 5th Tee Bench / Ball Washer Bracket
- (11.0)** 6th Tee Bench / Ball Washer Bracket
- (12.0)** 7th Tee bench / Ball Washer Bracket
- (13.0)** 8th Tee Bench / Ball Washer Bracket
- (14.0)** 9th Tee Bench, Blue Tees / Ball Washer Bracket
- (15.0)** 9th Tee Bench, White Tees / Ball Washer Bracket
- (16.0)** 10th Tee Bench / Ball Washer Bracket
- (17.0)** 11th Tee bench, Blue Tees / Ball Washer Bracket
- (18.0)** 11th Tee Bench, White Tees / Ball Washer Bracket
- (19.0)** 12th Tee Bench / Ball Washer Bracket
- (20.0)** 13th Tee Bench / Ball Washer Bracket
- (21.0)** 14th Tee Bench / Ball Washer Bracket
- (22.0)** 15th Tee Bench / Ball Washer Bracket
- (23.0)** 16th Tee Bench / Ball Washer Bracket
- (24.0)** 17th Tee Bench / Ball Washer Bracket
- (25.0)** 18th Tee Bench, Blue Tees / Ball Washer Bracket

(26.0) 18th Tee Bench, White Tees / Ball Washer Bracket

(27.0) Restroom / Vending Station after hole #13

(28.0-28.1) Rain Shed

(29.0) (2) 8-Burner Commercial Outdoor Grills

(30.0) Range Servant GL-12 Ball Dispenser with 12,000 Range Balls

In Storage:

	<u>QTY</u>
Deluxe Classic Tee Mats with Rubber Tees	4
Tee Target Net	1
Oversized Range Flags (Red, Royal Blue, White, Yellow)	8
Adirondack Chairs	4
Adirondack Side Tables	2
Outdoor Chairs for Crop Circle Area	12

EXH. B

Electric Club Cars

Cart Number	Serial Number
1	JE1437-492641
2	JE1437-492577
3	JE1437-492652
4	JE1437-492679
5	JE1437-492688
7	JE1638-678293
8	JE1437-492664
11	JE1437-492655
12	JE1437-492674
15	JE1437-492650
16	JE1638-678291
17	JE1638-678361
18	JE1638-678311
19	JE1638-678295
20	JE1638-678364
21	JE1638-678314
22	JE1638-678289
23	JE1638-678353
24	JE1638-678317
25	JE1638-678323
26	JE1437-492685
27	JE1638-678288
28	JE1638-678360
29	JE1638-678342
30	JE1638-678285
31	JE1638-678322
32	JE1638-678363
33	JE1638-678349
34	JE1638-678337
35	JE1638-678284
36	JE1638-678319
37	JE1437-492671
38	JE1638-678312
39	JE1638-678339
40	JE1638-678315
41	JE1437-492644
42	JE1638-678358
43	JE1638-678320
44	JE1638-678355
45	JE1638-678356
46	JE1638-678292
47	JE1638-678350
48	JE1638-678347
49	JE1638-678318

ExH.B

Yamahas

Cart Number	Serial Number
52	JW8-317248
53	JW8-317293
54	NOT VISIBLE
55	JW8-317351
57	JW8-317295
58	JW8-317237

EZ-GOs

Cart Number	Serial Number
4	L402-1554377
27	L102-1520198
45	2617108
62	2617116
65	J102-1520194
67	L402-1554386
70	2617066
75	J102-1520365
76	J102-1520379
102	2617114

Beverage Cart OCN070796

WGC MAINTENANCE GARAGE INVENTORY

- (1.0 - 1.1)** 2017 Jacobson LF550 Fairway Unit 7 Bladed Reel
Serial: 6801201662
Diesel
2,095.8 Hours
- (2.0 - 2.1)** 2017 Jacobson Eclipse 322
Serial: 62803-0389
13 HP Gas Engine
1309 Hours
Electric Reels
- (3.0 - 3.1)** 1990 Ford 1720 Tractor, 4 Wheel Drive, Diesel
Serial: UL28785
3,443.4 Hours
- (4.0 - 4.1)** 2007 Pro Flex 120" Rotary Tow Behind Rough Unit
Serial: 08271223
2 Extra Set of Blades
- (5.0 - 5.1)** 2006 Toro Multi Sprayer 5700, Diesel
Serial: 41582-260000222
3,312.7 hours
- (6.0 - 6.1)** 1995 Cushman Truckster Hydraulic Dump, PTO-HYD, Port
Serial: 95005925
Parked outside
Gas unit
- (7.0 - 7.1)** Tow Bearing Hydraulic Dump Wagon
- (8.0)** Push Range Picker
- (9.0 - 9.2)** 2 Sets of 5 Jacobsen Worthington Gangs With Frames
- (10.0 - 10.1)** 2000 John Deere Tractor, 4 Wheel Drive, Diesel 5210
Serial: LV52705224046
12,578.8 hours
New Seat
- (11.0 - 11.1)** 2007 SmithCO Superstar Sand Pro, Gas, 16 HP
Serial: 5376
Hour Meter Not Working
Has Scarifier Attachment
- (12.0 - 12.1)** 2015 Jacobson Greens King 4 With Reels,
Serial: 6230402238
Diesel
1,469.8 Hours
- (13.0 - 13.1)** 2001 Jacobson Greens King 4 With Reels, Diesel
Serial: 6228901725
5,147.9 Hours

- (14.0 - 14.1)** 2004 Jacobson Greens King 4 With Reels, Diesel
Serial: 06228903421
5,485.6 Hours
- (15.0 - 15.1)** 2008 Jacobson Greens King 4, Diesel
Serial: 6228904677
- (16.0 - 16.1)** 2017 Jacobson AR522 Rough Unit, Diesel
Serial: 6813201914
1,964.6 Hours
Extra Set of Blades
- (17.0 - 17.1)** 1969 John Deere Tractor With Bucket, Gas
Serial: 195395T
Parked Outside
- (18.0)** Misc. Parts for Equipment
- (19.0)** Bag Rack
- (20.0)** 1992 Jacobson 22" Walk Mower, Gas
Serial: 622403484
- (21.0 - 21.1)** 1992 Ryan GA 24 Aerifier, Walk Behind, Gas
Serial: 92509500
- (21.2 - 21.3)** Parts to Ryan GA 24
- (22.0)** 1996 Cushman Core Harvester
Serial: A96012171
- (23.0 - 23.1)** 2012 Club Car Carryall with Hydraulic Dump
- (24.0)** 1986 Vicon Spreader, Pro Driven Chain Setup
Serial: 7540052677
- (25.0)** Tarter Spreader Metal, Cyclone
Serial: 2118427
- (26.0)** Cosmo Spreader Plastic, Cyclone
Serial: 0229823
- (27.0)** Misc. Hand Landscaping Tools
- (28.0)** 16 Green Irrigation Heads
- (29.0)** 8 Fairway Irrigation Heads
- (30.0)** 12 Tee Irrigation Heads
- (31.0)** New Green Head Fittings
- (32.0)** Misc. Irrigation Parts and Fittings

- (33.0)** Dewalt Battery Pack Grease Gun
- (34.0)** Simpson 2.4 GPM Pressure Washer
- (35.0)** Back Pack Blower, STIHL BR 600
- (36.0)** Push Blower, Little Wonder 8HP
- (37.0)** NAPA Battery Charger, 125A 6V, 275A 12V
- (38.0)** Self-propelled Rotary Toro Mower
- (39.0)** Set of 3, Greens Verticutters
- (39.1)** Set of 3, Greens brushes
- (40.0)** Set of 3, Vibratory Rollers for Greens
- (41.0)** 1997 Set of 3, 22" Verticutters
- (42.0 - 42.1)** Green Set of 3, 22" Mowing Heads with Groomers
- (43.0)** Green Set of 3, 22" Mowing Heads
- (44.1 - 44.3)** Tee Set of 3, 22" Mowing heads,
- (45.0)** Misc. Rollers for Reels
- (46.0)** Misc. Blades
- (47.0)** Reel For Parts
- (48.0 - 48.2)** Misc. Tires
- (49.0)** Scotts Pro Turf Drop Spreader
- (50.0)** Weed Whips, Stihl and Craftsman
- (51.0)** Tiller, Honda F210
- (52.0 - 52.1)** Seed Spreader
- (53.0)** Push Mower, Craftsman, Torque 22 inch Deck
- (54.0 - 54.1)** Greens King 4, Grass Collection Box
- (55.0)** Scott Pro Turf & The Andersons Seed Spreader
- (56.0)** Scotts Pro Turf, Professional Drop Spreader
- (57.0)** Rolair 2HP, 4.3 Gallon, Contractor Twin Stack Air Compressor
- (58.0)** 1 Set of 5 Toro 5 Blade Rough Unit With Frame

- (59.0 - 59.1)** Irrigation Boxes and Saddle Tee
- (60.0 - 60.4)** 20 Par Aide hole Ball Washers
- (61.0)** 18 Pins with Flags
- (62.0 - 62.2)** Tee Markers
- (63.0 - 63.1)** Course Markers
- (64.0)** Course Trash Cans
- (65.0)** 100 foot of 1 inch Hose
- (66.0 - 66.1)** Bunker Rakes
- (67.0)** Tee Boxes

- (68.0 - 68.1)** VEG Based Hydraulic Fluid, GreensCare Biodegradable
13 Gallons (50 liter)
19 Gallons (75 liter)
- (69.0)** 55 Gallon Motor Oil 10 W-40
 $\frac{3}{4}$ Quarters Full
- (70.0 - 70.8)** Tool Box Completely Full
- (71.0)** Hardware, Machine Nuts, Bolts, Washers
- (72.0 - 72.2)** Hand Tools
- (73.0)** Ball Washing Machine for Driving Range Balls
- (74.0 - 74.1)** Florite Cart Watering System
- (75.0)** Belts, Filters, Gringer, Vise
- (76.0)** Weed barrier
- (77.0)** Hole Number Signs
- (78.0 - 78.1)** Trash Cans
- (79.0 - 79.1)** Misc. Irrigation Piping
- (80.0 - 80.1)** Working Refrigerator

WGC CHEMICAL INVENTORY

FERTILIZER'S

(1.0) Andre and Son 46-0-0
11 Bags st 50 LBS

(2.0) Tyler Bent Spec 28-8-18
4 bags at 25 LBS

(3.0) Turf King 28-0-15
15 bags at 50 LBS

(4.0) Signature 18-24-12 Starter Fertilizer
2 bags at 50 LBS

(5.0) Andersons trace Element Package
High Mag
1 Bag at 50 LBS

(6.0) Turf King 18-9-18
6 bags at 50 LBS

(7.0) Nature Safe 8-3-5
1 bag at 50 LBS

(8.0) Turf King 21-0-0
21 bags at 50 LBS

(9.0) Turf King 14-14-14
7 bags at 50 LBS

(10.0) Turf King 0-0-29
3 at 2.5 gallons

FUNGICIDES

(11.0) Subdue Fung Max
1 Gallon

(12.0) Subdue Fung. Granular
2 Bags at 25 LBS

(13.0) Fungicide VII, Anderson
5 Bags at 29.18 LBS

(14.0) Ipro Fungicide
2.5 Gallons

(15.0) Pro Star 70WDG
4 bags at 3 LBS

(16.0) Emerald Fungicide
(2) .49LB Packets Granular

INSECTICIDES

(17.0) Sevin
2 at 2.5 Gallons

(18.0) Dylox
2.5 Gallons

(19.0) Imidacloprid
3.5 gallons

(20.0) Bifenthrin
2 Gallons

HERBICIDES

(21.0) Herbicide Primera One
15 Gallons

MISC.

(22.0) Growth Reg: Proxy
2 at 2.5 Gallons

(23.0) Growth Reg: Accomplish LM
2 at 2.5 Gallons

(24.0) Aqua Aide Wetting Agent
2.5 Gallons

(25.0) Hydration A Plus Wetting Agent
2.5 Gallons

(26.0) Turf Screen
3 at 2.5 gallons