

***Also a Cover Page RFP # 2018-07
"Webb County Golf Course Management"***



SOUTHERN GOLF PROPERTIES

THIS FORM MUST BE INCLUDED WITH RFP PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFP PACKAGE AND SIGN BELOW TO COMPLETE SUBMITTAL OF EACH REQUIRED ITEM.

RFP # 2018-007
"Webb County Golf Course Management"

- Proposer Information

- A minimum of five (5) references


- Conflict of Interest form (Form CIQ)

- Certification regarding Debarment (Form H2048)

- Certification regarding Federal lobbying (Form 2049)

- Code of Ethics Affidavit

- Proof of No Delinquent Tax Owed to Webb County



Signature of person completing RFP

Letter of Transmittal




SOUTHERN GOLF PROPERTIES



Proposer Information

Name of Company: SOUTHERN GOLF PROPERTIES- USA, LLC
Address: 100 RIVERBANK CLUB LANE
County and State: KERRVILLE, TEXAS 78028
Phone: 210-213-5785
Email Address: junker@southernproperties.com

Signature of Person Authorized to Sign: 
Signature
JOHN H. JUNKER
Print Name
CEO
Title

Indicate status as to "Partnership", "Corporation", "Land Owner", etc.

CORPORATION
8-8-17
(Date)

Note:

All submissions relative to these RFP shall become the property of Webb County and are nonreturnable.

If any further information is required, please call the Webb County Contract Administrator, Juan Guerrero, at (956)523-4125.



SOUTHERN GOLF PROPERTIES

“Webb County Golf Course Management” Proposer Information RFP # 2018-007

Southern Golf Management

100 Riverhills Club Lane

Kerrville, Texas 78028

210-213-5785

www.southerngolfproperties.com

jjunker@southerngolfproperties.com

Facilities Owned:

Riverhill Country Club

Owned for nine years. Membership is currently full at 575 members. Southern Golf grew membership over 150 members. Revenues grew to over \$3,000,000, showing an increase of over \$700,000. Key improvements included a reclaimed water deal with the City of Kerrville that included the construction of a reclaimed holding and distribution lake, Tee and Bunker Renovations, Range Renovations, and substantial Club Facility renovations. In all Southern Golf has invested over \$1,500,000 into Riverhill Country Club. The Club currently has zero debt.

Current Facilities Managed:

The Club at Colony Creek

Managed for over 5 year. Colony Creek was transitioned into completely private Club in July of 2016. Membership grew from 89 to over 400 in the 5 year period. With the exception of capital improvements, the Club was profitable in 2017. Currently Colony Creek shows a profit year to date again in 2018. Great ownership group that provided the tools and opportunities. We shared a common vision.

Past Facilities Owned:

Flying L Guest Ranch 1997 –2006, Woodlake Golf Club 1998–2002, Lake Houston Golf Club 1998 –1999, Cotton Gin Restaurant 2003–2005.

Past Facilities Managed:

The Club at Concan, Alsatian Golf Club, Golf Club of Texas, 777 Game Ranch, DRG Services

Key Personnel in Southern Golf Properties:

John Junker – CEO

Jorge Flores – Manager

Matt Trevino – PGA Professional and Director of Golf

Kevin Bartholomew – Agronomy

Dwayne Anderson – Accounting

Blas Gonzalez – Food & Beverage Director

Jennifer Gibson – Event Sales Manager



SOUTHERN GOLF PROPERTIES

- ❖ Conflict of Interest form (Form CIQ)
- ❖ Certification regarding Debarment (Form H2048)
- ❖ Certification regarding Federal lobbying (Form 2049)
- ❖ Code of Ethics Affidavito Proof of No Delinquent Tax Owed to Webb County

On behalf of Southern Golf Properties, we would like to thank the Webb County Community and Leadership for allowing us to be a part of Casa Blanca Golf Course. Should we have the privilege to continue, we will look forward to serving the Laredo community further. If there is a company or situation more suited for the future direction and success of the facility, we are thankful for the years spent in Webb County and wish all concerned nothing but the best. Should that be the case, Jorge Flores and I will assure a smooth transition in the change.

Sincerely

Southern Golf Properties - CEO

Signature of person completing RFP



SOUTHERN GOLF PROPERTIES

References

Judge Steven Abels	830-459-5681
Matt Fawkes	432-424-5000
Hank Moody	830-257-0585
Gary Cochran	830-459-8808
JoAnez Wright	361-274-3617
Dick Owen	830-370-4526



SOUTHERN GOLF PROPERTIES

References

August 8, 2018

Dear Webb County,

It is not hard to recommend John Junker for management of your facility. I am the owner of a non golf related property. John agreed to help consult and manage our business after my brother's illness. John gained a quick understanding of our operations and made some changes that were beneficial to our operations. He implemented systems and organized the daily business processes. John's knowledge and business acumen was needed and helpful in a difficult family situation.

John took over all the Human Resource functions, along with the general stores operations. My brother never had to be involved in the business again, and I no longer obligated to be at the business on a daily basis. We have entrusted him with many aspects of our business. Most importantly to our family, John Junker is honest, trustworthy and reliable.

John's company has been with us for over five years, and hopefully will stay involved with us for many years to come. Should he decide to move on, we hope that he will assist us in selling our business.

Regards,

Jo Anez Wright



July 28, 2018

Dear Webb County,

For over 36 years I have been blessed to be a member at Riverhill C.C. The club has primarily been a member owned club, but the poor economy finally caught us and I was on the board of directors that decided to sell.

We talked to many interested parties, but the board instantly like the Southern Golf group and their vision. They were very sensitive to our membership as we did the changeover. After about a year under Southern Golf, I have some observations that are universally shared by the membership.

Our Golf Pro is the best ever, our general manger is the best ever, our chef is the best ever and our greens keeper is on par with some of the best green keepers in the state who started their careers at Riverhill. The course is in the best shape ever, the food is spectacular and the spirit among the staff is positive and infectious. Every time I am at the club, someone makes a comment about how lucky we were that Southern Golf found us.

I had the good fortune to meet John Junker years ago when he served as a foreman on one of my Court's Grand Juries. I then took several groups for golf outings at his resort in Bandera. When John approached us, I told the board that we would be lucky to have a man of John's integrity to buy our club. Never have I been more correct in an assessment. All these guys at Southern Golf love the club the way the members have always loved the club.

I highly recommend them to you and am confident that you will share the same wonderful experience. Please feel free to contact me anytime for further questions and comments.

Sincerely,

A handwritten signature in black ink that reads 'Stephen B. Ables'.

Judge Stephen B. Ables



July 25, 2018

Dear Webb County,

I served for two years as a member of the Board of Directors of Riverhill Country Club, prior to our sale to the Southern Golf group. Like many member-owned clubs, we were not able to keep pace with revenue needs and expense management. We decided to seek other possible solutions.

We met with a number of potential management groups and potential buyers and decided on Southern Golf. This was based on their commitment to professional management and improvements to the club. They met numerous times with our membership and to discuss all aspects of their plans and our needs. Every member was impressed with their professionalism and vision. The members voted on a sale to Southern Golf and 99% voted for the sale.

The membership entered this arrangement with high expectations and all have been met and exceeded. They have improved our golf course and continue to plan for additional improvements. Our clubhouse and dining facilities have been remodeled and improved.

We are very pleased with the improvements in our dining experiences. Food quality and presentation are continually praised by our members. Our wait staff is well trained and member-friendly.

Southern Golf has done an excellent job with a hands-on management style. The membership is 100% behind and supportive of our new owners. Southern Golf was the best decision Riverhill Country Club made in the 15 years I have been a member.

Please feel free to contact me at 830-370-4526.

Sincerely,

Dick Owen



July 27, 2018

Dear Webb County:

I was the treasure and a member of the board of directors of Riverhill Country Club (“the Club”) in September 2009 when Southern Golf Management purchased the Club from the equity members.

Through the closing, I worked closely with John Junker. Many details had to be worked out and negotiated. The gentlemen from Southern Golf could not have been more professional. There were several items that had to be allocated between the seller and the buyer. All were satisfactorily resolved, and there was never a situation where there was a disagreement. I have never worked on a transaction that went more smoothly.

Since the sale, Southern Golf Management has delivered on every promise they made to the former members of the Club. Most of the promises were not contractual, and yet they still delivered what they said they would do.

Please feel free to call me if you have any question at 830-257-0585.

Very truly yours,

A handwritten signature in cursive script that reads 'W.H. Moody'.

William H. (Hank) Moody

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

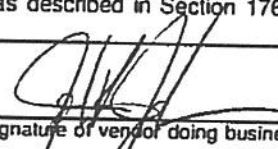
Yes No

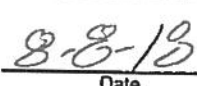
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity


Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No


5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.
SOUTHERN GOLF PROPERTIES	26-3769521	



 Signature of Authorized Representative

John H. Sunko

 Printed/Typed Name and Title of Authorized Representative

8-8-18

 Date

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
 No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.
SOUTHWEST PROPERTIES	26-3769521	

Name of Authorized Representative	Title
John H. Spivey	CEO


Signature – Authorized Representative

8-8-18
Date

**WEBB COUNTY PURCHASING DEPT.
QUALIFIED PARTICIPATING VENDOR CODE OF ETHICS
AFFIDAVIT FORM**

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

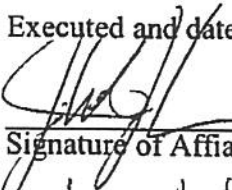
COUNTY OF WEBB *

BEFORE ME the undersigned Notary Public, appeared John Linder
the herein-named "Affiant", who is a resident of Bandera County, State
of Texas and upon his/her respective oath, either individually and/or behalf of their
respective company/entity, do hereby state that I have personal knowledge of the following facts,
statements, matters, and/or other matters set forth herein are true and correct to the best of my
knowledge.

*I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby
confirm that I have reviewed and agree to fully comply with all the terms, duties, ethical policy
obligations and/or conditions as required to be a qualified participating vendor with Webb
County, Texas as set forth in the Webb County Purchasing Code of Ethics Policy posted at the
following address: <http://www.webbcountytexas.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf>*

*I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby
further acknowledge, agree and understand that as a participating vendor with Webb County,
Texas on any active solicitation/proposal/qualification that I and/or my company/entity failure to
comply with the Code of Ethics policy may result in my and/or my company/entity disqualification,
debarment or make void my contract awarded to me, my company/entity by Webb County. I agree
to communicate with the Purchasing Agent or his designees should I have questions or concerns
regarding this policy to ensure full compliance by contacting the Webb County Purchasing Dept.
via telephone at (956) 523-4125 or e-mail to the Webb County Purchasing Agent to
joel@webbcountytexas.gov.*

Executed and dated this 17 day of August, 2018.

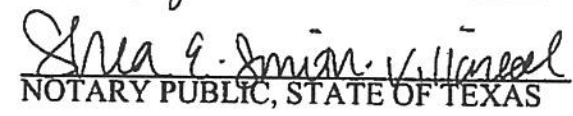


Signature of Affiant

John R. Linder

Printed Name of Affiant/Company/Entity

SWORN to and subscribed before me, this 17th day August, 2018



NOTARY PUBLIC, STATE OF TEXAS



PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name SOUTHERN GOLF owes no delinquent property taxes to Webb County.

SOUTHERN GOLF owes no property taxes as a business in Webb County.
(Business Name)

_____ owes no property taxes as a resident of Webb County.
(Business Owner)

John Junker
Person who can attest to the above information

*** SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

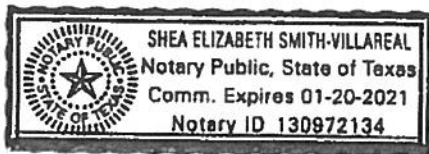
The State of Texas

County of Webb

Before me, a Notary Public, on this day personally appeared John Junker, know to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 17th day of August 2018.

Notary Public, State of Texas



Shea E. Smith-Villareal

(Print name of Notary Public here)

My commission expires the 1 day of 20 2021

Executive Summary



SOUTHERN GOLF PROPERTIES



SOUTHERN GOLF PROPERTIES

BUSINESS PLAN



Business Plan

Due to the future plans of rerouting the current golf course, Southern Golf proposes to manage the Golf Facility under a year-to-year agreement. We feel that we are the best fit for Webb County currently and for a future transition and remodeling of the golf course. Southern Golf is proposing a “year-to-year” commitment. We believe this to be more advantageous to the County, due to the uncertain nature of the “Loop Project”. The agreement can have a one year extensions, should Webb County wish to extend with Southern Golf Properties.

Both Jorge Flores and Southern Golf have been involved with the Casa Blanca for some time. We have a beneficial advantage in our community relationships and understanding the current situation of the golf course facilities and County systems and procedures.

Southern Golf Managements will agree to operate the Casa Blanca facility, working with Webb County to provide the best possible product and experience for the Webb County Community. Through our experience, we feel that the total operating costs of the Facility will should be \$580,000 per year. This does not include any capital expenditures on the property. This overall expenditure will ensure that the facility is maintained properly on a daily basis. This includes all other expenses related to the direct operations of the golf course, club house and driving range. We propose that this total amount should be divided up on an appropriate basis per month. This amount would be allocated to the management company by the 5th of each month. This will ensure that things get done in a timely manner. Timeliness has been an issue for the past several years. We feel this is the best possible situation for maintenance of the facility, operations and most importantly, the experience of all golfers. All revenues will be deposited on a daily basis into a Webb County bank account. This will include all green fees, cart fees, range fees, player pass fees and any other revenues agreed upon by both Webb County and SGP. These revenues could include food & beverage and merchandise revenues as well, should Webb County desire. With the latter comes the cost of product or goods also. Based on this general scenario, the County would be responsible for paying the taxes collected on all sales. All bills paid will be accounted for with proof of payment, receipts and turned into the County on a weekly basis. This will verify the monthly funding vs. expenditures.

Should The County not want involvement in F&B or merchandise, Southern Golf will run this as a separate entity and be responsible for the Liquor License, Liquor Liability Insurance and Retail Sales Tax ID number. Although this is not ideal for the consumer, Southern Golf will have a separate system as to not comingle funds on a daily basis. We feel through past experience, this is a better for The County.

Under this scenario, Southern Golf will continue to charge \$5,000 per month. Southern Golf will be responsible for the oversight of the facility. This includes, but is not limited to required insurance, agronomic practices, sales & marketing, financial reporting, and human resources. We feel it is more beneficial to The County, with the Management Company takes on the responsibility HR. This provides an overall savings for both parties and decreases any exposures to The County.

Revenue projections under this scenario are projected at \$460,000 for the 2018 – 2019 year. This leaves a deficit of \$120,000 annually. As everyone would like to project a break even to a profit position, it would be difficult given the facility. SGP does agree that a future renovation of the facility would create a profit position for Webb County.



Jorge Flores will be the onsite manager of the facility. Southern Golf will provide professional support through accounting, agronomy, marketing and human resources.

Southern Golf Properties possesses all of the criteria required for this agreement. We have strong ties in all facets of the golf industry. Given the right tools, SGP has proven success in ownership and management inside the golf industry and also in other business ventures.

Should the time come that there is an opportunity to renovate Casa Blanca Golf Course, due to "Loop Construction"; Southern Golf will be well equipped to redesign and overlook the construction of this potential renovations. Kevin Bartholomew is an employee of Southern Golf. Kevin has vast experience in daily agronomic operations, as well as redesign and renovation. Including Southern Golf in these future renovations provides the opportunity to save Webb County substantial money, while creating a solid product for the Community. Although the actual work will need to be contracted out, Southern Golf's oversight will assure an efficient and effective process.

Golf Operations	Hours	Weeks	Pay	Total	
Manager	48			\$ 60,000.00	
Shop Attendant 1	40	52	\$ 10.00	\$ 20,800.00	Off Season Times are key to budget savings and efficiencies
Shop Attendant 2	32	52	\$ 10.00	\$ 16,640.00	Shop Attendants may need to put carts for 5 days in the mornings
Outside Services	40	52	\$ 9.00	\$ 18,720.00	Shop Attendants may need to put carts for 5 days in the mornings
Outside Services	32	52	\$ 9.00	\$ 14,976.00	Outside services starts at 11:00 4 days per week.
Book Keeping	32	52	\$ 12.00	\$ 19,968.00	Helps with Counter Work at times
	224			\$ 151,104.00	
				\$ 24,176.64	
				<u>\$ 175,280.64</u>	

\$175K is going to be tough. I may be able to save some on payroll fees.

Hours per Week 224
Hours per Day 32
Employees per Day 4

Keys to Success: On slow days and times only have a couple of people work the day. At Riverhill, Matt will work the entire day with one other staff member. He is salaried and one outside service guy. This works well at most facilities and saves Labor for busier times.

Golf Course Maintenance

Asst. Super	40	52	\$ 14.00	\$ 29,120.00
Grounds Crew	40	52	\$ 12.00	\$ 24,960.00
Grounds Crew	40	52	\$ 11.00	\$ 22,880.00
Grounds Crew	40	52	\$ 11.00	\$ 22,880.00
Grounds Crew	24	52	\$ 10.00	\$ 12,480.00
Grounds Crew	24	52	\$ 10.00	\$ 12,480.00
Mechanic	32	52	\$ 14.00	\$ 23,296.00
				\$ 148,096.00
				\$ 24,435.84
				<u>\$ 172,531.84</u>

\$180K should be the budget

Management Fees
Dwayne - Accounting
Kevin - Agronomy
General Liability Insurance
Liquor Liability Insurance
Liquor License

	12	\$ 5,000.00	\$ 60,000.00
	12	\$(1,000.00)	\$(12,000.00)
	12	\$(1,000.00)	\$(12,000.00)
	12	\$(398.91)	\$(4,786.95)
	12	\$(141.65)	\$(1,699.85)
	1		\$(2,400.00)
			<u>\$ 27,113.20</u>

Added this upcoming contract.

Net in 2018 will be less than \$36,000

Fund 800 - Casa Blanca Golf Course
Golf Course Driving Range

2400 Proprietary Operating Revenues

3717-01	Range Large Bucket	15,000	1,200	900	900	900	900	1,500	1,650	1,500	1,500	1,500	1,200	900	1,200	1,650
3717-02	Range Small Bucket	9,000	720	540	540	540	540	900	990	900	900	900	720	540	720	990
3717-04	Range Member	7,000	560	420	420	420	420	700	770	700	700	560	420	560	770	
		31,000	2,480	198	16	1	0	0	0	0	0	0	0	0	0	
	Department Total	31,000	2,480	1,860	1,860	1,860	1,860	3,100	3,410	3,100	3,100	2,480	1,860	2,480	3,410	

Fund 800 - Casa Blanca Golf Course
Golf Course Club House

3100 Operating Expenditures

6004	Tele GC Pro	1,000	80	60	60	60	60	100	110	100	100	100	80	60	80	110
6004	Tele GC Rest	1,000	80	60	60	60	60	100	110	100	100	100	80	60	80	110
6201	Electric	14,000	1,120	840	840	840	840	1,400	1,540	1,400	1,400	1,400	1,120	840	1,120	1,540
6201	Sanitation Fees	2,400	192	144	144	144	144	240	264	240	240	240	192	144	192	264
6201	Water	9,000	720	540	540	540	540	900	990	900	900	900	720	540	720	990
6411	Soft ware	1,500	120	90	90	90	90	150	165	150	150	150	120	90	120	165
		28,900	2,312	1,734	1,734	1,734	1,734	2,890	3,179	2,890	2,890	2,890	2,312	1,734	2,312	3,179
	Department Total	28,900	2,312	1,734	1,734	1,734	1,734	2,890	3,179	2,890	2,890	2,890	2,312	1,734	2,312	3,179

Fund 800 - Casa Blanca Golf Course
Golf Course Green Fees

3100 Operating Expenditures

5601	Administrative Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6001	Office Supplies	250	20	15	15	15	15	25	28	25	25	25	20	15	20	28
6004	Telephone	800	64	48	48	48	48	80	88	80	80	80	64	48	64	88
6014	Equipment Rental	2,400	192	144	144	144	144	240	264	240	240	240	192	144	192	264
6022-15	Professional Services - Water Rights	3,000	240	180	180	180	180	300	330	300	300	300	240	180	240	330
6201-ELECT	Utilities Electric	28,000	2,240	1,680	1,680	1,680	1,680	2,800	3,080	2,800	2,800	2,800	2,240	1,680	2,240	3,080
6201-WATER	Utilities Water	2,500	200	150	150	150	150	250	275	250	250	250	200	150	200	275
6204	Fuel & Lubricants	11,000	880	660	660	660	660	1,100	1,210	1,100	1,100	1,100	880	660	880	1,210
6205-GACCE	Materials & Supplies Golf Accessories	2,800	224	168	168	168	168	280	308	280	280	280	224	168	224	308
6205-MSHOP	Materials & Supplies Maintenance Shop	2,800	224	168	168	168	168	280	308	280	280	280	224	168	224	308
6224	Minor Tools & Apparatus	2,400	192	144	144	144	144	240	264	240	240	240	192	144	192	264
6230-LABOR	Reimbursable Labor	172,532	13,803	10,352	10,352	10,352	10,352	17,253	18,979	17,253	17,253	17,253	13,803	10,352	13,803	18,979
	Equipment Lease	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6412-CLUBH	Repairs & Maintenance - Club House	1,200	96	72	72	72	72	120	132	120	120	120	96	72	96	132
6412-EQUIP	Repairs & Maintenance - Equipment	8,000	640	480	480	480	480	800	880	800	800	800	640	480	640	880
6412-IRRIG	Repairs & Maintenance - Irrigation	8,000	640	480	480	480	480	800	880	800	800	800	640	480	640	880
6412-MBARN	Repairs & Maintenance - Maintenance Barn	1,800	144	108	108	108	108	180	198	180	180	180	144	108	144	198
6412-TRACT	Repairs & Maintenance - Tractor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6502	Janitorial Supplies	1,200	96	72	72	72	72	120	132	120	120	120	96	72	96	132
6780-CHEM	Chemicals	13,000	1,040	780	780	780	780	1,300	1,430	1,300	1,300	1,300	1,040	780	1,040	1,430
6780-FERTI	Fertilizers	13,000	1,040	780	780	780	780	1,300	1,430	1,300	1,300	1,300	1,040	780	1,040	1,430
6780-PLANT	Plants	600	48	36	36	36	36	60	66	60	60	60	48	36	48	66
6780-SAND	Sand & Gravel	4,800	384	288	288	288	288	480	528	480	480	480	384	288	384	528
6780-SODS	Sods/Seeds	1,400	112	84	84	84	84	140	154	140	140	140	112	84	112	154

Department Total	281,482	22,519	16,889	16,889	16,889	28,148	30,963	28,148	28,148	22,519	16,889	22,519	30,963
	281,482	22,519	16,889	16,889	16,889	28,148	30,963	28,148	28,148	22,519	16,889	22,519	30,963

Fund 800 - Casa Blanca Golf Course
Golf Course Cart Rentals

3100 Operating Expenditures													
6201-ELECT	Utilities Electric	2,200	176	132	132	132	220	242	220	220	176	132	176
6205	Materials & Supplies	300	24	18	18	18	30	33	30	30	24	18	24
6224	Minor Tools & Apparatus	-	-	-	-	-	-	-	-	-	-	-	-
6412-BARN	Repairs & Maintenance - Cart Barn	-	-	-	-	-	-	-	-	-	-	-	-
6412-CARTS	Repairs & Maintenance - Carts	1,800	144	108	108	108	180	198	180	180	144	108	144
		4,300	344	258	258	258	430	473	430	430	344	258	344
	Department Total	4,300	344	258	258	258	430	473	430	430	344	258	473

Fund 800 - Casa Blanca Golf Course
Golf Course Driving Range

3100 Operating Expenditures													
6205	Materials & Supplies	3,200	256	192	192	192	320	352	320	320	256	192	256
6780-FERTI	Fertilizers	600	48	36	36	36	60	66	60	60	48	36	48
6780-SAND	Sand & Gravel	1,200	96	72	72	72	120	132	120	120	96	72	96
6780-SODS	Sods/Seeds	-	-	-	-	-	-	-	-	-	-	-	-
		5,000	400	300	300	300	500	550	500	500	400	300	400
	Department Total	5,000	400	300	300	300	500	550	500	500	400	300	550

Fund 800 - Casa Blanca Golf Course
Golf Course ProShop Sales

3100 Operating Expenditures													
6004	Telephone	-	-	-	-	-	-	-	-	-	-	-	-
6011	Training & Education	-	-	-	-	-	-	-	-	-	-	-	-
6202	Uniforms	-	-	-	-	-	-	-	-	-	-	-	-
6205	Materials & Supplies	600	48	36	36	36	60	66	60	60	48	36	48
6224	Minor Tools & Apparatus	200	16	12	12	12	20	22	20	20	16	12	16
6230-LABOR	Reimbursable Labor	175,281	14,022	10,517	10,517	10,517	17,528	19,281	17,528	17,528	14,022	10,517	14,022
6231	Merchandise Cost Hard Goods	-	-	-	-	-	-	-	-	-	-	-	-
6232	Merchandise Cost Soft Goods	-	-	-	-	-	-	-	-	-	-	-	-
6411	Repairs & Maintenance - Software	1,500	120	90	90	90	150	165	150	150	120	90	120
6412-BPRSH	Repairs & Maintenance - Pro Shop	600	48	36	36	36	60	66	60	60	48	36	48
		178,181	14,254	10,691	10,691	10,691	17,818	19,600	17,818	17,818	14,254	10,691	14,254
	Department Total	178,181	14,254	10,691	10,691	10,691	17,818	19,600	17,818	17,818	14,254	10,691	14,254

Fund 800 - Casa Blanca Golf Course
Golf Course Administrative

3100 Operating Expenditures													
5601	Administrative Travel	1,200	96	72	72	72	120	132	120	120	96	72	96
6001	Office Supplies	400	32	24	24	24	40	44	40	40	32	24	32
6004	Telephone	-	-	-	-	-	-	-	-	-	-	-	-
6005	Postage & Courier Service	600	48	36	36	36	60	66	60	60	48	36	48

6006	Advertising	12,000	960	720	720	720	1,200	1,320	1,200	1,200	960	720	960	1,320
6007	Dues & Memberships	-	-	-	-	-	-	-	-	-	-	-	-	-
6011	Training & Education	-	-	-	-	-	-	-	-	-	-	-	-	-
6011-5	Meetings & Conferences	-	-	-	-	-	-	-	-	-	-	-	-	-
6048	Licenses And Permits	-	-	-	-	-	-	-	-	-	-	-	-	-
6049	Directors Fees/Management	60,000	4,800	3,600	3,600	3,600	6,000	6,600	6,000	6,000	4,800	3,600	4,800	6,600
6201-CABLE	Utilities Cable	1,600	128	96	96	96	160	176	160	160	128	96	128	176
6233	Credit Card Fees	6,000	480	360	360	360	600	660	600	600	480	360	480	660
6600	Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
6600-01	Depreciation General Government	-	-	-	-	-	-	-	-	-	-	-	-	-
		81,800	6,544	4,908	4,908	4,908	8,180	8,998	8,180	8,180	6,544	4,908	6,544	8,998
	Department Total	81,800	6,544	4,908	4,908	4,908	8,180	8,998	8,180	8,180	6,544	4,908	6,544	8,998
	TOTAL REVENUES	463,580	37,086	27,815	27,815	27,815	46,358	50,994	46,358	46,358	37,086	27,815	37,086	50,994
	TOTAL EXPENSES	579,662	46,373	34,780	34,780	34,780	57,966	63,763	57,966	57,966	46,373	34,780	46,373	63,763
	NET INCOME / (LOSS)	(116,082)	(9,287)	(6,965)	(6,965)	(6,965)	(11,608)	(12,769)	(11,608)	(11,608)	(9,287)	(6,965)	(9,287)	(12,769)

Marketing Approach



SOUTHERN GOLF PROPERTIES

Management Approach



SOUTHERN GOLF PROPERTIES



SOUTHERN GOLF PROPERTIES

*Over 30 Years of successful experience in
Owning, Managing, and Consulting Golf
and Recreational Facilities*



SOUTHERN GOLF PROPERTIES

Commitments

Southern Golf Properties is a smaller company by design. We provide quality service, exceptional communication, and work hard at returning high value through personal and “Hands On” service. SGP Ownership personally provides the Consultation, Management and time required to improve a projects success. Our company is comprised of time proven and creative systems that are distinctive to SGP. We are flexible and can easily adjust to business changes and environment when necessary.

SGP welcomes this opportunity to assist you in the betterment of your facility and strongly believes we are an excellent partner in achieving your financial success.

Southern Golf Properties provides this overview to Webb County for your review in potential management of Casa Blanca Golf Course. We are confident in our skills and experience that we will benefit the operations for the Webb County Community. We will provide the expertise and a strong foundation to assist you in maximizing your short term and long term asset value.

The following are the underlying principles of our work, should you choose to accept to move further:

- Southern Golf Properties operates with complete transparency in all the work we perform. We provide weekly reports on operational activities. Additionally, monthly financial reports will be provided and reviewed with you.
- We will integrate all expenditures, staff, services and practices into a single operational unit to maximize every dollar committed or spent.
- SGP’s initial plan will be to analyze all current and future capital commitments from a cost benefit perspective so that available or planned capital will be maximized.
- SGP will be accountable for all aspects of our services based on a monthly and yearly plan. Our plans will be both financial and activity based.
- SGP is creative both operationally and strategically. We will stay highly focused on daily operations, with a creative eye on opportunities for revenues, improvements and cost reduction.



Scope of Work

SGP is typically engages in three year operational contracts to manage all facilities, services and staff with consecutive two year term renewals. This would include:

- Golf Operations, Procedures, Accountabilities, and Analysis
- Golf Facility Revenues, Pricing Structures and Opportunities
- Golf Course Agronomic Operational Plans and Programs
- Golf Facility Restaurant Operations, Procedures, Accountabilities, and Analysis
- Make ready all facilities and services based on an agreed timeline
- Comprehensive Annual Budgeting with monthly Reviews and Variance Analysis

We will provide a detailed scope of work for the first 6 months of the proposed contract. We can be somewhat flexible in this scope, but we firmly believe this defines the necessary work to help ensure our success and your understanding of our management process and what we believe is crucial to protect and maximize your investment.

We will provide an “out” on this contract for any mutual agreeable business reason with a 30 day notice. Because we are also facility owners, SGP understands changing environments and economical conditions.



Success Factors

Our experience working with Municipalities has afforded us the understanding of success that requires the following issues to be addressed together.

- We would assess all existing personnel evaluating their present and future value. We will not make changes without mutual agreement in advance.
- We typically would work with a representative the city. It has proven beneficial to provide SGP with a combined 4 hours during the first few months of this contract to ensure appropriate levels of communication and assist in setting mutually agreed upon direction.
- We will report to the assigned personnel for all purposes of this contract. We would prefer one main contact, but fully understand others may need to be involved.



Pricing

Our pricing for this work would be based on a monthly fee.

- \$5,000 would per month. *(Initial monthly fee will be prorated based on the day of month this contract begins).*
- Mutually agreed upon out of pocket expenses will be reimbursed on a monthly basis. These may include travel, payroll and other appropriate expenses, but will be specified for mutually understanding moving forward.



Agronomic Program

This is the most important facet of any golf facility. SGP has proven it's' ability to develop the best possible golf course conditions, while maximizing the revenue capabilities of your facility. In today's market, golfers require a sense of value. SGP has proven success in providing perceived value. Commonly we hear the most important part of any golf course is greens conditions. This is true, but not specific to just greens. In order to compete today, fairways, tees and even in-play rough areas must be maintained for optimal playability. A player's time and experience on the golf course must leave an impression that is memorable and positively impactful.

Supporting our agronomic programs with proper operations is key. Pace of play, on time play, clean golf carts, fresh drinking water, on course customer service programs, beverage / food carts, and timely communication with golfers support the SGP Agronomic Program. Our program provides the complete and satisfying round of golf experience.



SGP Golf Operations

Providing an all encompassing golf operation is expected in today's golf market. SGP goes beyond the expectation in providing friendly and professional experiences. Building relationships with golfers is the core of our program. Our foundational beliefs are to know,

understand and communicate through personalized marketing efforts to our customer base. This has proven to ensure customer retention and loyalty.

Other SGP Golf Operations Offerings

- Exceptional and profitable merchandising programs
- Enjoyable Instructional Programs for all levels and ages
- Solid and organized Tournament, Outing & League Programs are essential to the financial success of your facility
- Consistent, organized and efficient Tee Time and On Course Management Programs



SGP Marketing & Sales

Southern Golf Properties excels in the art of current marketing and promotional techniques. We combine these opportunities with foundational marketing principals. Building a multitude of targeted relationships is fundamental to any programs. We strongly believe in cultivating personal relationships and train consistently to achieve them.



SGP Food & Beverage

Food & Beverage is another strong area for SGP. Our programs are established and successful. F&B is an integral part of the client's wide-ranging and positive experience at your facility. Our 3 point foundations are Knowing our Customers, Consistent Product and Value Items. Our menu offerings are simple, good and consistent. We offer delicious options for the healthy and not so healthy preferences. We offer extra Cold drinks and Quality Hot Coffee. We offer each serving with a friendly and gracious smile. We do it at a profit.



Human Resources

Our program is unique to SGP. In order to relieve the facility of the difficulties and high exposure of employment, SGP partners with a Staff Leasing Company. This relationship has proven to be beneficial to facilities providing professional employment procedures and continual current policies. This greatly reduces the exposures and troubles of today's employment environment. Together, we provide safety training and standards, food service requirements and sanitation, food handling, TABC and equipment operations and maintenance and other key areas of human resource management. Employment Manuals and monthly updates are provided for proper, lawful and dependable work environments. SGP sets the expectations for all employees prior to their employment with your facility. We consistently train to these set expectations.



SGP Oversight

As illustrated earlier, SGP believes in on hands attention from John Junker. Over 30 years of management and ownership knowledge will be poured into your facility. We hire talent and we believe in keeping the Employment Dollars on site at your facility. This is the sole reason SGP's

lower than market management fees. Our goal is success for your facility. The additional funds retained into the facility support the SGP beliefs and programs listed above. Our company validates and demonstrates our beliefs.

Our programs and systems are designed for clear and transparent communication with facilities ownership. Being owners in the past, we understand the importance of planning versus reacting. Our clear and consistent reporting and communication has been a celebrated benefit to SGP clients.

In closing, Southern Golf Properties is passionate about the Golf Industry. The difficulties of our industry continue to challenge us to succeed for our clientele and for the longevity of the game. Our reputation is built on dependability, integrity and success. Our relationships have been long lasting. When accepting a new project, we do it with excitement and respect. We always feel it a distinction to be entrusted with these opportunities.



SOUTHERN GOLF PROPERTIES

John Junker, CEO
Cell: 210-213-5785
Office: 830-896-1400
100 Riverhill Club Lane
Kerrville, Texas 78028

Bio - John Junker, chief executive officer, principle

John R. Junker is the founder and Chief Executive Officer of the Southern Golf Properties Group. He is a graduate of the University of Wisconsin-Stout with a Bachelor's Degree in Business Administration/Finance and a strong emphasis in Hotel/Restaurant Management, Accounting and Marketing. Junker's employment history involves more than 27 years of management in the golf and resort industry focusing on business improvement and realignment. Coming from finance and banking background, Junker has specialized in start-up projects, consultations, development, and operational management.

Currently Junker owns Riverhill Country Club, Manages and Consults with two other golf facilities and consults with an oil field business.

Junker started his career in 1986 as the Operations Manager at the Flying L Guest Ranch in Bandera, Texas, which was then a subsidiary of Property Resources Corporation in Minneapolis, Minnesota.

After two years, Junker moved north as Director of Golf at Lake Arrowhead Golf Club in Wisconsin. Within a year, Lake Arrowhead was recognized and honored as a “Top 100 Public Golf Course” by *Golf Digest* Magazine and quickly grew to a multi-million dollar golf operation and development. Lake Arrowhead’s golf operations became a model for future golf facilities. In 1990, Junker was promoted to manage Property Resources Corporation’s Golf Operations. This led to quickly rebuilding the operations of facilities, making them profitable, and then selling them. These ventures became highly profitable for Property Resources Corporation. After the sale of Lake Arrowhead in 1993, John transferred back to Texas. However, he headed the management contract that Property Resources secured with Lake Arrowhead until 1995. He also became General Manager of all operations of the Flying L Guest Ranch, the only remaining resort property owned by Property Resources.

In 1994, the Flying L became profitable for the first time in its long history. In 1997, Junker purchased the Flying L Guest Ranch from Property Resources. Junker became the managing partner of the Ranch. With its rich history and under new ownership and management, the Flying L Guest Ranch became a world-renowned, multi-million dollar resort. It became one of the most popular drive-to destination resorts in Texas. *Southern Living* Magazine featured the Ranch as one of its top four family vacations, and *Family Circle* included the Flying L in its “Top 100 Family Vacations.” The Ranch’s golf course has been lauded as the No. 1 golf facility in its class by the *San Antonio Express News* in the categories of golf course, customer service, and golf shops. Junker added vacation ownership to their portfolio and has been recognized with a “Five-Star” and “Premier Resort” rating from Interval International.

In 2001, Southern Golf Properties acquired the historic Woodlake Golf Club and Lake Houston Golf Club. Both facilities were in need of professional management. Lake Houston Golf Club was sold, while Woodlake was retained. After a year of ownership, Woodlake was honored as the No. 2 golf course in its category in the San Antonio Area by the *San Antonio Express News*, just behind the Flying L.

During the summer of 2000, Junker founded Southern Golf Properties. In the summer of 2008, Junker successfully consulted and managed restaurants, a world renowned wild game ranch, and several golf courses. One of his clients was the “777 Ranch,” one of the United States’ finest and well-known hunting and fishing ranches. Within a year, Junker’s company took the “777 Ranch” from an operating loss of more than (\$600,000) to a \$680,000 profit. In addition, the “Cotton Gin Restaurant and Lodging” was taken from a \$30,000 monthly loss to a profit position within two months.

From 2008 through 2018, Southern Golf Properties was awarded the management contracts include; Casa Blanca Golf Course in Laredo, Texas in Webb County, the new Club at ConCan near Uvalde, Texas, Alsatian Golf Club in Castroville, Texas, The Golf Club of Seguin in Seguin, Texas, the Utopia Golf Course in Utopia, Texas, the Golf Club of Texas at Briggs Ranch

in San Antonio, Texas, Riverhill Country Club in Kerrville, Texas, and The Club at Colony Creek in Victoria, Texas, Rebecca Creek Golf Club in Spring Branch Texas, Llano River Golf Club in Llano, Texas.

In October of 2009, Junker and a venture capitalist group acquired the famed Riverhill Country Club in Kerrville, Texas. This Byron Nelson designed facility hosts several state wide events professional and amateur events. It is the home base of Southern Golf Properties and Southern Golf Properties. Purchased in distress, Riverhill is a thriving country club and profitable facility today.

In 2010, Junker was instrumental in the upstart of DRG, Inc., a management company that manages and consults for Oil Field Related Companies. To Date, these companies have generated over \$19 million dollars annually in gross revenues.

Junker is a Class A Member of the Professional Golfers Association of America. He has served on the Texas State Water Board for Region J for three years and a Bandera ISD School Board Member. John has been on several boards and selection committees **servi**ng the Bandera Area and San Antonio communities. He and his wife Dana reside in Bandera, Texas.

Bio – Jorge Flores, Facility Manager

Southern Golf Properties names Jorge Flores as the Golf Pro and Manger at Casa Blanca. Flores a local Golf Professional is a Laredo native who grew up playing golf and graduated from United High School in 1995. After high School Flores attended TAMIU as part of its first freshman class in the fall of 1995. Later Flores left Laredo to pursue his career in the golf industry to attend and later graduated from The Professional Golfers' Career College, in Temecula, CA. There he received a Specialized Associates Degree in Professional Golf Management. Upon graduation Flores was hired to work at one of Illinois Top 10 Private Country Courses, The Knollwood Club, under the direction of Illinois Section Past President and Hall of Fame Member, SHERMAN W. FINGER III, who was the first player to become a 3-time 1st Team All American in 1964-1966, while playing for the University of Southern California. He captured the Pac-Ten individual title all three years as well as the team National Championship. Flores worked his direction for 6 years in Lake Forest, Illinois. Upon his returning to Laredo, Flores continued his career under the direction of PGA member and past president of the South Texas section Balt Ramos here at Casa Blanca Golf Course. Flores left Laredo for a new opportunity to manage and serve the Head Golf Professional and Manager for 4 ½ years at Los Ebanos Golf Course in Zapata, TX before returning to Laredo in October 2012 to open its newest course The Max, where he served as General Manager and Golf Professional for nearly 3 years. Recently

Flores has managed Casa Blanca golf course under the direction of Southern Golf Management for the past 3 years.

Kevin Bartholomew, Head of Agronomic Operations

After majoring in Turf grass Science at Texas State Technical College, Mr. Bartholomew graduated first in his class. Kevin began his agronomy career in Austin, Texas at Austin Country Club. After working assistant jobs at Lost Creek in Austin and Oak Hills in San Antonio, Kevin was ready for the next step.

In June of 1997 Kevin went to work for a design company and was overseeing and supervising new construction and reconstruction of some of the finest facilities throughout the world. Stops in Texas, Alabama, Florida, Virginia, North Carolina and Egypt were now the norm for this busy Agronomist.

In December of 2000, Kevin was named the Superintendent at Dubai Creek Golf and Yacht Club, Dubai, United Arab Emirates. While there, Kevin managed this 27-Hole facility which each year welcomed the finest professionals in the world during the Dubai Desert Classic.

After 6 years in the desert of Dubai Kevin was lured away to an even loftier position. In October of 2006 Kevin became the Director of Golf Maintenance at Sandy Lane Hotel and Resort, a 45-Hole Tom Fazio facility in Barbados. That year Kevin's club hosted the World Golf Championship, World Cup. Sandy Lane Hotel and Resort is home to the famed Green Monkey course.

Kevin is currently the Director of Golf Maintenance at Riverhill Country Club. He is a huge part of the success at The Club which is now over 575 members.

Kevin's extensive experience throughout the world makes Southern Golf Properties a leader in agronomic management.

J. Dwayne Anderson, Accounting and Financial Manager

J. Dwayne Anderson, CPA is a career financial manager with extensive experience and education in the golf and hospitality fields.

Dwayne is a native of the DFW metroplex and graduated high school from Eastern Hills High School in the Meadowbrook area of Fort Worth. He was introduced to the field of financial management by a high school guidance counselor, who placed him in his first accounting job at the age of 17. He had full responsibility for accounts payable, accounts receivable, and daily cash management of a large farm and ranch store. Dwayne was also a participant in his high school golf team.

Dwayne then attended college at Baylor University in Waco, TX and earned a BBA in accounting in four years, graduating in 1987. Dwayne was active in various service projects as well as social and religious organizations both on and off of campus while also working at First Financial Corporation in the mortgage lending department. Dwayne passed the Uniform CPA examination in 2008. Mr. Anderson continued his interest in the game of golf by regularly playing at a number of courses in the Waco and Fort Worth areas.

Mr. Anderson's golf career began in 1988 as the assistant financial manager at the Colonial Country Club and he served in this position until 1993. The years at Colonial were rich in experience earned at one of the world's top 100 private clubs and included five Colonial National Invitational tournaments and one US Open tournament, while also working with local professional golfers including Ben Hogan and others.

In 1993 Dwayne and his wife relocated to the Austin area when he became the controller of the Austin Country Club, one of the oldest clubs in the western United States. Dwayne was responsible for all accounting functions at ACC, along with human resources, purchasing, security, and employee benefits. Pleasures at this club included getting to know Harvey Penick and being part of the team that transitioned this club into a truly world-class club from a distressed development property.

In 1999 Dwayne began his career of independent financial management consulting. Dwayne serves clubs in every facet of the industry including country clubs, city clubs, golf clubs, development clubs, as well as daily fee properties throughout central Texas. His dream is to continue serving the club industry and expand his operation throughout the state of Texas and the world, while enjoying the game of golf along the way with his son.

Mr. Anderson earned the Certified Hospitality Accounting Executive designation in 1997 and is active in the Hospitality Financial and Technical Professionals, serving as the Greater Austin Chapter's president for a number of years and enjoys contributing to other organizations serving the club industry as a speaker and consultant.

More information is available at Dwayne's website, www.carefreefinancial.com.

Transition Plan



SOUTHERN GOLF PROPERTIES

N/A