

LLCC Greens Committee Meeting MINUTES
Tuesday, September 5, 2023 (1:30 PM – Pro Shop Café)

ATTENDEES: Vern Duggan, Robbi Alberts, Joel Gray, Ed Irvin, Lance Levine, Tim Magee, Gary Yando
[Excused: Gail Gagner, Nancy Milliman, Sheila Nokes, Steve Saylor, Gayle Wilcox,]
GUESTS: Mike Berni, Dean Dyson, John Ingemi
STAFF: Javier Martinez, Mark Hendricks, Roger Milliman

Vern called the meeting to order at 1:35 PM.

Minutes: Joel Gray moved to: **APPROVE THE MINUTES FROM THE AUGUST 1, 2023 GREENS COMMITTEE MEETING.** Tim Magee seconded, and the motion **PASSED.**

Greens Report: Javier reported September approached quickly, but the course was ready. With the weather changing soon, crews are prepared.

Things accomplished in August: Crews focused on keeping the course in great condition ... maintained and fixed sprinklers, as needed ... added another sprinkler in the chipping area ... and removed trees on the course at #4 & #5.

Things to accomplish in September: Focus on deep drill of the greens on Wed, September 6th ... also on that day, Keith Smith will begin cleaning weeds out of the pond, on #6 & #7 (a "moat" will be dug about 4 feet from the edge of the pond, leaving bushes around the pond in place, to help keep balls from rolling into the pond) ... punching the tees & fairways ... and sanding the fairways and tees.

Topics to discuss: Javier said, when crews have completed their list of projects, they'll begin focusing on rebuilding more of the tee-boxes. A group will be convened to figure out which tee-boxes to schedule first. And with Fall quickly approaching, they will be getting the course ready for eventual winter weather.

Vern thanked Javier and his crew for a job well-done. Public golfers who come to our course are amazed at how great the conditions are at our course.

Pro-Shop Report: Mark reported August was a busy month, with tons of play. Six group lessons were held each week, plus other private lessons scheduled at mutually-agreeable times.

Golf carts are holding up pretty good as we are renting more carts than ever before. There were only a couple breakdowns the entire month, and numerous times they ran out of carts to rent, or were down to just one or two.

The new Lake Limerick Golf & Café banner is now on the school fence, across from Fred Meyer (4th from this end).

Please vote (& encourage your neighbors to vote) to approve the capital items included in the HOA budget – we need those three additional golf-carts.

Tomorrow crews are punching greens and beginning work on the pond. Volunteers are stepping forward to help on both projects (or even just to fill in divots).

While Elen is off hunting this month, Barb Carmichael has volunteered to help fill in some of the hours (saving the course HOA money instead of paying overtime to existing staff).

CAM Report: Roger said Javier took him out on a tour of the course. There have certainly been improvements, with more planned for winter. Year-to-date sales are up 9% for Golf, and 23% for the Café! Ballots are being cast to support capital projects, including replacing some telemetry system faceplates to improve the irrigation system (part 2 of that project) ... three re-conditioned golf carts ... and replacing flooring in the Pro Shop & Café.

Roger said it was suggested we replace the Café's kitchen flooring also. Shelton Floors gave us a quote of \$5,690. Another option is cleaning and applying a coat of sealant. But that would require moving the equipment. Some of the equipment is on peg legs, not rollers, so it wouldn't be easy to move. Roger is currently researching cleaning the floor and applying a commercial grade coating designed for kitchens.

Other Greens-related capital budget items on the ballot include: New tractor/backhoe/front loader (shared by Greens, Water & Facilities) ... and Asphalt for #3 cart path, including patching spots on #6, #8, etc.

Joel Gray asked about installation of the filter in the ditch on the backside of #9 green (to filter not only what comes off the course, but also homeowners' run-off, before it goes into the lake). Javier said Jacob will be out in mid-September; and he offered to help set this up (Javier will watch & learn, so he can do this in the future).

It was suggested we should emphasize educating the entire LLCC neighborhood about their run-off that eventually goes into the lake. (Joel said he wrote an article on that in a recent LLCC newsletter.) John Ingemi suggested perhaps Greens should conduct a Town Hall, like other committees have done, to educate the membership.

Comments from the Chair: Vern again thanked Mark and his crew for their great attitude and smile on their faces. It provides a friendliness and welcoming to all who walk through the Pro Shop door.

Vern said he is going on a road-trip. Thus, the October meeting is rescheduled for the 3rd Tuesday, October 17th (just before the October Board meeting).

Marketing: Mark said Nancy couldn't be here today, but she is working on an ad for the Oysterfest program (first weekend in October). As noted earlier, the banner has been hung on the school fence on Wallace Kneeland.

Dean Dyson said he gets the "Pacific NW Golfer" magazine which is mailed quarterly to 100,000 golfers all over Washington State. Should Lake Limerick advertise in that? Vern suggested Dean look into it and come back with rates, etc. (Website: <https://thepnga.org/golfer-magazine/>)

Pond Clean-up: Work is scheduled to begin tomorrow. Keith will be driving the excavator, and Gerardo will be driving the dump trailer. Joel will have his waders, and other volunteers are planning to help. They will be excavating a moat ~4 feet from the edge of the pond. Where the excavator can't reach, they'll be using weed-wackers. More volunteers would be welcome.

Entrance monument: Lance had proposed that a wall be built on the backside of the White tee-box on #8, with perhaps a welcome sign for our course? Lance said he hasn't yet completed the drawing for this idea.

Fundraiser: Mark said he hopes to get something going soon, after all the league & tournament events are over. They are looking for "coordinators".

PAR for Golf Carts: Three reconditioned/used golf carts are included in the budget proposal which is out to the HOA membership for a vote. Once the vote comes in, if approved, we need to submit a PAR to the Board for these carts so they can approve the funding and we can order them right away. Vern said he emailed out some wording that could be used for the PAR. Lance Levine moved that: **PENDING BALLOT APPROVAL OF THE MEMBERSHIP, THE GREENS COMMITTEE REQUESTS THE LLCC BOARD TO FUND THREE (3) RECONDITIONED/USED GOLF CARTS, AT A COST OF \$5,300 EACH (NOT TO EXCEED \$15,000 TOTAL), BASED ON BID FROM PACIFIC TURF.** Tim Magee seconded, and the motion PASSED. [See **Attached PAR/Project Approval Request.**]

Since we are currently down three carts (as three were sold earlier this year), expedited processing of this purchase is requested.

New Business: Joel Gray said, having been voted the #1 golf course in Mason County, and our improved golf sales, perhaps Lake Limerick should replace the "no urinating" signs with something more professional (e.g., "restrooms are located x, x, x"). Vern asked Joel to come back with a proposal that includes costs.

Vern also asked Javier if he was thinking of replacing the log on the path down the hill on #6? Javier will look into it.

ADJOURN: At 2:20 PM, Robbi moved to: **ADJOURN.** Lance seconded, and the motion PASSED.

NOTES BY ROBBI

ATTACHMENT (requiring Board action)

- **PAR for three (3) reconditioned/used Golf Carts** (pending ballot approval) **and Cost Proposal from Pacific Golf & Turf**

Project Approval Request

GOLF CART PURCHASE ... 2023

FROM: GREENS COMMITTEE – 9/6/2023

PURCHASE: Three (3) 2020 EZGO golf carts, model TXT 48V E (from Pacific Golf & Turf)

REASON: Continue to replace our existing 20+-year-old carts. The old carts can only go for 18 holes (or less) and then need recharging. Newer ones can go at least 36 holes. Old carts are also unreliable, break down regularly and cost us revenue when they break down. *(When a cart breaks down, IF we have another cart available, Pro Shop staff needs to run another cart out to them. There are times only one person is working at the Pro Shop, so the shop must be closed down to take care of the problem.)*

These carts will match our existing golf carts.

Lake Limerick bought 19 carts over the last 4 years; the **buy-back was less than one year** in the year they were bought. We recently sold three of the older carts for \$2,200, in anticipation of replacing them with newer carts this fiscal year. We are currently down three carts; so when all our carts are being used, we have to turn away golfers wishing to rent a cart.

Golf carts are our second biggest revenue source. Between October 1, 2022 and September 7, 2023, **golf cart rental income totaled \$120,630.**

COST: **\$15,900** total for three (3) golf carts (@ \$5,300 each).

FUNDING: We brought in \$6,600 from sale of three older carts. Plus \$9,300 was approved by the Board as a Capital budget project (and is pending approval* by Lake Limerick members for Capital projects in the September 2023 annual vote). **Total available funding: \$15,900*.**

VENDOR: We contacted both Scott Alexander's and Tacoma Yamaha, but they have no carts available and thus provided no bid.

Pacific Turf is the area's EZ-GO distributor. We have purchased 19 carts over the past four years from Pacific Turf. They are an excellent company to work with, and they stand behind their product. In addition to these three golf carts, they are supplying new batteries/4 batteries per cart. (NOTE: The cost of one battery is between \$180 & \$250). They are also supplying new fold-down windshields, complete service & delivery.

Since we are down three carts, we should place our order as soon as possible.

PROJECT MANAGERS: Vern Duggan, Mark Hendricks, and Roger Milliman

The Greens Committee is doing their due diligence by updating our outdated carts, to be able to increase revenue, attract more golfers and most importantly to increase the reliability of our carts. This income source is a big benefit to Lake Limerick Community. This helps us increase revenue to offset the cost of doing business.

Greens Committee and Staff

PURCHASE AND SALE AGREEMENT (FLEET)

Pacific Golf & Turf LLC, a Washington limited liability company (“**Seller**”), having an address of 14625 S.E. Stark Street, Portland, Oregon 97233, agrees to sell to ___ Lake Limerick Country Club_ (“**Buyer**”), having an address of ___790 East St. Andrews Drive, Shelton, WA 98584_, and Buyer agrees to purchase from Seller, the following goods under the following terms and conditions:

Description of Goods	Quantity Purchased	Unit Price	TOTAL PURCHASE PRICE PAYABLE BY BUYER
Used/Reconditioned 2020 E-Z-GO TXT 48v Electric fleet golf cars	(3)	\$5,300.00 ea.	\$15,900.00

ESTIMATED DELIVERY DATE: _____ July 2023 _____
 SHIPMENT TERMS: _____ PGT Delivery _____
 PAYMENT TERMS: _____ COD _____
 CANCELLATION CHARGES: See the reverse side of this Purchase and Sale Agreement.

THIS TRANSACTION IS SUBJECT TO AND SHALL BE GOVERNED BY THE TERMS SET FORTH ABOVE AND THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE REVERSE SIDE OF THIS PURCHASE AND SALE AGREEMENT.

SELLER:

PACIFIC GOLF & TURF LLC, a
 Washington limited liability company

By: _____
 Name: _____
 Title: _____
 Date: _____

BUYER:

**Lake Limerick Country
 Club** _____
 ___ **Shelton, WA** _____

By: _____
 Name: _____
 Title: _____
 Date: _____

TERMS AND CONDITIONS OF SALE

1. General. The sale of the goods described on the face of this Purchase and Sale Agreement (“**goods**”) from Seller to Buyer is subject to and governed by these Terms and Conditions of Sale and the terms on the face of this Purchase and Sale Agreement. If these Terms and Conditions of Sale, together with the terms set forth on the face of this Purchase and Sale Agreement, differ in any way from any purchase order or other document submitted by Buyer (“**Buyer’s Documents**”), these Terms and Conditions of Sale, together with the terms on the face of this Purchase and Sale Agreement, shall control, and the inconsistent terms contained in Buyer’s Documents are hereby rejected. No additions to or modifications of any of these Terms and Conditions of Sale or the terms set forth on the face of this Purchase and Sale Agreement shall be effective unless made in writing and signed by Seller.

2. Limited Warranty; Disclaimer of Certain Warranties. Seller warrants that it has title to all goods sold to Buyer under this Purchase and Sale Agreement. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE), GIVEN BY SELLER ON ANY GOODS SOLD BY SELLER TO BUYER, AND SELLER HEREBY DISCLAIMS ALL SUCH WARRANTIES.** The foregoing disclaimer of warranties does not affect the manufacturer’s warranty on any of the goods sold under this Purchase and Sale Agreement.

3. Limitation on Buyer’s Remedies. **Buyer’s sole remedy with respect to any claim arising out of this Purchase and Sale Agreement or Seller’s performance in connection therewith, including, without limitation, any claim arising out of any defect or alleged defect in any goods sold by Seller, shall be exclusively (at Seller’s sole option) the right of repair or replacement of such goods by Seller or, if such goods cannot reasonably be repaired or replaced by Seller, repayment of the purchase price actually paid by Buyer for such goods. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF ANTICIPATED PROFITS) INCURRED BY BUYER WITH RESPECT TO ANY GOODS SOLD BY OR AGREED TO BE SOLD BY SELLER. This limitation of Seller’s liability is applicable to any and all claims or theories of recovery asserted by Buyer, including, without limitation, breach of contract, breach of warranty (expressed or implied), strict liability, and/or negligence.**

4. Cancellation of Orders. Buyer may not cancel an order for goods unless (a) Buyer either cancels the entire order or cancels the order with respect to not more than ten percent (10%) of the goods that comprise the order (for example, if the order consists of fifty vehicles, Buyer has the right to either cancel the order with respect to all fifty vehicles or cancel the order with respect to five or fewer vehicles), (b) Buyer delivers to Seller written notice of such cancellation (“**Buyer’s Cancellation Notice**”) ten or more days prior to the estimated delivery date of the order (as such date is indicated on the face of this Purchase and Sale Agreement), and (c) Buyer pays to Seller, at the time of delivery of Buyer’s Cancellation Notice, an amount equal to \$500 for each vehicle or other unit that is the subject of such cancellation. Under no other circumstances shall Buyer be entitled to cancel an order or any portion thereof.

5. Force Majeure. Seller shall not be liable or otherwise responsible for any delay in or impairment of performance or delay in delivery caused by circumstances beyond its reasonable control, including, but not limited to, an act of God, fires, floods, wars, government actions, accidents, weather conditions, riots, labor troubles (including strikes), labor shortages, unavailability of materials, unavailability of equipment, transportation delays, pandemics and/or epidemics (or any governmental actions resulting therefrom), or other causes beyond Seller’s reasonable control (each, a “**Force Majeure Event**”). Seller may, without liability to Buyer or any third party, suspend its performance when Seller’s performance is delayed or prevented by any Force Majeure Event.

6. Technical Assistance. Unless otherwise expressly agreed in writing, Seller shall have no liability to Buyer for technical advice provided by Seller to Buyer with respect to goods sold by Seller to Buyer.

7. Penalty for Return of Inoperative Vehicles. If Buyer delivers to Seller, as a trade-in for a new or replacement vehicle or otherwise, a vehicle that is inoperative to the extent that it is unable to move under its own power, Buyer shall pay to Seller, at the time of such vehicle’s delivery to Seller, the sum of \$100.

8. Governing Law; Jurisdiction. The interpretation and enforcement of this Purchase and Sale Agreement, including without limitation these Terms and Conditions of Sale, and/or any disputes arising between Seller and Buyer in connection with this Purchase and Sale Agreement or the transaction contemplated hereby, shall be governed by and interpreted in accordance with the laws of the State of Oregon, without regard to the principles of conflicts of law thereof. Buyer agrees that it shall be subject to the personal jurisdiction of the federal and state courts located in the state of Oregon with respect to any dispute or litigation arising under or in connection with this Purchase and Sale Agreement and consents to the exclusive jurisdiction of such courts.

9. Collection Costs and Attorney Fees. Buyer agrees to pay all of Seller’s costs and expenses, including without limitation Seller’s reasonable attorney fees and collection agency fees, incurred in collecting payments due from Buyer, regardless of whether a lawsuit or other legal proceeding is filed. In the event that Seller or Buyer institutes a suit, action, arbitration, or other legal proceeding of any nature whatsoever relating to this Purchase and Sale Agreement or the goods sold by Seller to Buyer hereunder or to the rights or obligations of the parties with respect thereto, the prevailing party shall be entitled to recover from the losing party the prevailing party’s reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or other proceeding, and including such fees, costs and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts provided for by law. This cost and attorney fees provision shall apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law.

10. Severability. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, (i) such provision shall be enforced to the fullest extent allowed, and (ii) such invalidity, illegality, or unenforceability shall not affect any other provision of this Purchase and Sale Agreement.

11. Notices. All notices required or permitted under this Purchase and Sale Agreement shall be in writing and shall be (a) sent by registered or certified mail, postage prepaid, return receipt requested, which notices shall be deemed given three (3) business days after deposit in the United States mail; or (b) sent by overnight delivery using a nationally recognized overnight courier service, which notices shall be deemed given one business day after deposit with such courier. Notices shall be given at the addresses set forth on the face of this Purchase and Sale Agreement or to such other address that the receiving party may provide in writing to the sending party.

12. Entire Agreement. These Terms and Conditions of Sale and the terms on the face of this Purchase and Sale Agreement, together with any other document incorporated herein by reference, constitute the sole and entire agreement between Buyer and Seller with respect to any order or sale to Buyer of the goods, superseding completely any prior or contemporaneous oral or written communications.

13. Counterparts. This Purchase and Sale Agreement may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute one and the same agreement.

Buyer’s Initials _____