

**NOTICE OF INVITATION TO SUBMIT BID PROPOSALS
FOR PURCHASE OF GOLF COURSE AND ASSOCIATED EQUIPMENT**

The City of Hazlehurst, Georgia will be accepting sealed bids (60 days) for opening on Monday July 17, 2023 during a regular City Council Work Session which begins at 5:00 p.m. Interested individuals or entities may pick up a Bid Package from City Hall during regular business hours which sets forth the terms and conditions. Bid proposals must be submitted not later than noon July 17, 2023,

The property for which Bid proposals are being received is as follows:

LEGAL DESCRIPTION OF REAL ESTATE

All that certain tract or parcel of land lying and being situate in Land Lot No. 508 of the Second Land District of Jeff Davis County, Georgia, containing 81.77 acres, more or less, and being more particularly described as having the same metes, bounds, dimensions, courses and distances as shown on that certain plat of survey prepared by James Alva Wooten, Surveyor, dated June 22, 1966, and recorded in Plat Book 2, Page 95, in the Office of the Clerk of the Superior Court of Jeff Davis County, Georgia which said plat of survey and its record thereof, are by reference, incorporated herein for descriptive and all other legal purposes.

This is the same and identical tract of land conveyed to the Jeff Davis County by the City of Hazlehurst in that certain deed dated February 17, 2011, and recorded in Deed Book No. 402, Page 202, in the Office of the Clerk of Superior Court for Jeff Davis County, Georgia which said deed and its record thereof, are by reference, incorporated herein for descriptive and all other legal purposes.

DESCRIPTION OF PERSONAL PROPERTY

GOLF CART LEASE: Assumption of Golf Cart Lease dated June 2, 2017 renewed February 28, 2020 and ending July 28, 2024. Copy included in Bid Package.

All personal property and equipment belonging to the City which is contemplated but not guaranteed to consist of the following items:

GOLF COURSE EQUIPMENT: JOHN DEERE ZERO TURN, GREENS MOWER 2500B PRECISION CUT, GAS TANK, DIESEL TANK, 7-50 LB BAGS OF SEED, 2 UTILITY CARTS, BALL PICKER ON WHEELS, WIRE MAT, SEED SPREADER, BUFFALO BLOWER S/N 4630605901, BOSTITCH 6 GALLON AIR COMPRESSOR, CUB CADET GRASS SWEEPER, 3 EXTRA CUTTING HEADS FOR GREENS MOWER, 2 HOLE CUTTERS, KABOTA TRACTOR, FAIRWAY MOWER, PRO GATOR, DAKOTA SEED/SAND SPREADER, AERATOR, BUNKER RAKE

PRO SHOP CONTENTS: BLACK WOODEN BOOKSHELF, ROUND WOODEN TABLE, 2 CHAIRS, 2 FOLDING CHAIR, 2 SOFAS, VIZIO TV, SURGE PROTECTOR, CANDY DISPENSER, BEVERAGE COOLER WITH GLASS DOOR, SNACK DISPLAY RACK, POINT OF SALE SYSTEM, 2 OFFICE CHAIRS, TIME CLOCK, WOOD BAR STOOL, SAMSUNG TABLET, SQUARE PAY CUBE

BREAKROOM CONTENTS: 1 ROUND WOOD TABLE, 1 WOODEN STOOL, 5 WOOD CHAIRS, 6 METAL LOCKERS, 1 COFFEE POT, 1 RECTANGLE TABLE, 1 ROUND BEVERAGE COOLER, 3 OVER THE STOVE HOOD VENTS, HUSQUVARNA WEDEATER, HART WEDEATER, HART HANDHELD BLOWER, ECHO HEDGE TRIMMER

KITCHEN CONTENTS: SOUTHBEND DOUBLE OVEN, IMPERIAL FLAT GRILL, VOLLRATH FLAME GRILL, 2 ATOSA DOUBLE BASKET FRYERS, SUPERIOR SIX BURNER STOVE, PROTEX II FIRE SUPPRESSANT SYSTEM, 2 STAINLESS STEEL ROLLING COUNTERS, 1 STAINLESS STEEL ROLLING 3-TIER SHELF, 2 TRUE DOUBLE DOOR COOLERS, 5 CASES OF SCOTT NAPKINS

BAR CONTENTS: 9 BARSTOOLS, 2 SQUARE TABLES, 8 CHAIRS, 1 TV, 2 BEER DISPENSERS 2 BEER KEGS, 1 CHEST FREEZER, 1 FRIDGE, PANS, WARMERS

HALLWAY STORAGE ROOM CONTENTS: 1 LONG PLASTIC RECTANGLE TABLE, 1 SHORT PLASTIC RECTANGLE TABLE, 5 ROUND PLASTIC TABLES, STEP LADDER WITH 3 STEPS, 1 HOOVER VACUUM CLEANER, 2 CHAIRS, 1 COMMERCIAL FOOD WARMER, 5 BOXES OF CERAMIC PLATES, 4 TODDLER BOOSTER SEATS, AIR FILTERS, 1 STAINLESS STEEL RACK, 1 UNASSEMBLED STAINLESS STEEL RACK, 1 ORANGE LADDER, 2 ROUND BEVERAGE COOLERS

BID MUST CONTAIN AS SET FORTH IN THE BID FORM IN THE BID PACKAGE:

1. Total bid price must be stated in U.S. dollars to be paid in certified funds at closing which must take place within 30 days of acceptance of bid unless such time is mutually agreed upon.
2. A description of any experience in or qualifications of bidder to manage a golf course.
3. A written detailed five (5) year prospective business plan for operation of the golf course and related activities on the property which must contain:
 - A. The proposed maintenance schedule of the golf course grounds which will be evaluated based on established industry standards for maintenance of golf courses.
 - B. A schedule setting forth intended improvements, if any, which would include any planned renovations to existing structures, proposed new structures, expansion of the course, etc.
 - C. The projected capital investment beyond purchase price including those anticipated for the above two anticipated expenses.
 - D. Evidence of financial ability to meet the projected investment.
4. A statement to be bound by conditions of sale below if bid is accepted.

CONDITIONS OF SALE IF BID PROPOSAL IS ACCEPTED:

1. Bidder must relieve the City of, and indemnify the City from, all liability of existing golf cart lease by assuming the lease or by any other manner that releases the City from further responsibility thereunder.
2. The real property will be conveyed by Limited Warranty Deed. All personal property shall be conveyed with warranty of title but "as is, where is" without any warranty of fitness for a particular use or purpose or merchantability.
3. A restaurant must be opened and maintained on the property, whether by owner or lessee of owner, not later than six (6) months after the date of the purchase of the property and must serve dinner at least 3 nights each week and serve lunch at least 4 days each week. A submission of the bidder's plans for a restaurant regarding type of menu, hours of service, etc. would be beneficial.

4. The real property must be operated primarily as a golf course open to the general public for playing of golf at the usual and customary fees associated with such use.

5. The sale shall be subject to the following deed restrictions: **(1)** The City of Hazlehurst shall have the Right of First Refusal to purchase the real property should the Owner ever decide to sell the property. The exact language and details to be set forth in a separate agreement between the parties and to be recorded with the deed to Owner. Such Right shall entitle the City to repurchase the property for the original purchase price paid to it plus all itemized capital improvement expenditures (which shall not include standard maintenance expenses) by Owner. If the parties are unable to agree as to what constitutes capital expenditures, the parties agree to mediate the issue as promptly as possible, and any delay occasioned by the scheduling of a mediation shall toll the ninety day period for the City's exercising its Right for the number of days of such delay. The City shall have ninety days in which to exercise its Right when notified in writing by Owner of Owner's intention to sell the property unless such time is tolled by the mediation. **(2)** The property shall be conveyed subject to a restrictive covenant that runs with the land whereby if it ceases to be utilized as at least a nine hole golf course accessible to the public, then other than the presently existing buildings with a reasonable and necessary curtilage, none of the property can ever be used commercial or industrial purposes but its use shall be restricted for use for residential purposes only and shall be limited to single family structures (other than mobile or modular buildings) of not less than 2,500 square feet situated on lots of not less than one half (1/2) acre unless the City of Hazlehurst consents otherwise, which consent must be approved by a four fifths (4/5ths) majority vote of the Council taken at a regularly scheduled meeting of the council

6. Bidder must agree to execute such additional documents at closing as are necessary and required to fulfill the conditions of sale.

4. THE CITY RETAINS THE RIGHT TO EVALUATE THE REASONABLENESS OF ALL BIDS BASED UPON COMPLIANCE WITH ALL OF THE BID REQUIREMENTS AND NOT SOLELY ON THE MONETARY OFFER BEFORE ANNOUNCING THE ACCEPTALBE BID.

5. THE CITY RETAINS THE RIGHT TO REJECT ALL BIDS.