

**MANAGEMENT AGREEMENT
BETWEEN
CITY OF SAINT PAUL
AND
ENVISION CATERING & HOSPITALITY**

This Management Agreement is entered into this ___ day of November, 2017 between the City of Saint Paul, a municipal corporation, through its Department of Parks and Recreation, 400 City Hall Annex, 25 W. Fourth Street, Saint Paul, Minnesota, 55102 ("City") and Envision Catering & Hospitality, 1615 Phalen Park Drive, Saint Paul, MN 55106 ("Manager").

WHEREAS, City and Manager entered a Management Agreement dated February 10, 2014 for the management and operation of the Como Golf Course and Clubhouse and the Phalen Golf Course and Clubhouse which expires on December 31, 2018.

WHEREAS, Manager has performed at a level that meets or exceeds expectations of the City; and

WHEREAS, City has requested additional investments in the golf course facilities in return for which it is willing to extend the length of the Management Agreement;

Now, therefore, Manager and City agree as follows:

1. **Initial Term.** This Agreement will be effective on January 1, 2018 and will continue in effect until December 31, 2027 unless earlier terminated pursuant to Section 15.

2. **Scope of Services.**

A. The City grants to Manager the exclusive right to manage and operate the Como Regional Park Golf Course and Clubhouse, 1431 N. Lexington Parkway, Saint Paul, MN, 55103, ("Como Site") and the Lake Phalen Golf Course and Clubhouse, 1615 Phalen Drive, Saint Paul, MN, 55106, ("Phalen Site"). Collectively the Como Site and the Phalen Site are hereinafter referred to as "Golf Courses".

B. Manager shall be solely responsible for the hiring, training, employment, performance, review and compensation of adequate personnel to meet the operation needs of the Golf Courses.

The Manager is responsible for determining appropriate staffing needed to efficiently and effectively manage the Golf Courses. All individuals performing work for Manager pursuant to this Agreement will be employees or agents of the Manager, and not of the City. Manager shall be responsible for payment of all applicable social security, unemployment, workers compensation or other employment taxes or contributions of insurance and benefits, and shall comply with all federal, state, and local laws relating to employment.

- i. Manager shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same. This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.
- ii. Manager shall not discriminate against any person in granting or denying access to the use of the Golf Courses because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance.
- iii. Manager shall ensure that all employees or agents working at the Golf Courses are neatly dressed and groomed and conduct themselves courteously and professionally in their interactions with the public.

C. Como and Phalen Clubhouses:

- i. Manager shall provide food and beverage concession operations at the Como and Phalen Clubhouses, providing a menu at a minimum equal to the standard of concession operations at other metropolitan area public golf courses. All concession operations must meet all State and local health and safety requirements, and must be maintained in a clean, sanitary manner. Manager is responsible for obtaining any licenses required for the operation of food service at the Clubhouses.
- ii. Manager is responsible for providing adequate staffing and for setting hours of operation that meet the needs of users of the concession operations.
- iii. Manager will research and develop recommendations for fees charged for golf-related services, food and beverage operations and banquet room functions, and present to City for review and approval on an annual basis.
- iv. Manager will be permitted to use the City's liquor license privileges by requesting use of such license, and paying for it, provided the use by Manager of the City's license is approved by the City Council. Use of the liquor license requires the Manager to comply with all state and local laws relating to the service of alcohol, and to obtain the appropriate amount of Liquor Liability insurance naming the City as an additional insured. Parks and Recreation policy requires the use of an off duty police officer for security at any event of 100 or more attendees, unless waived by the Director of Parks.
- v. Manager acknowledges that the City has entered into an exclusive beverage

agreement which includes the Como and Phalen Sites and agrees to order only the beverages permitted under that agreement. Manager is entitled to the pricing set by the exclusive beverage agreement but not to any commissions payable to City as a result of meeting volumes of sales.

- vi. Manager shall make available for sale hats, shirts, towels, golf balls, golf tees, gloves and such other merchandise as it may deem profitable to provide for sale to users of the golf course. If Manager sells merchandise with the course logos, it must use the existing respective logos with names. City must pre-approve logo changes. Merchandise should be of good quality, attractively displayed and priced consistently with other comparable golf course pro shops.
- vii. Manager shall market and promote the use of the Clubhouses for meetings, banquets, private parties, receptions, luncheons and other events, and will create and maintain a positive and customer-friendly atmosphere. Notwithstanding the Ski Program described in Section 5 of this Agreement, Manager may operate the Club houses year-round.
- viii. Manager may enter into leases for golf course club house spaces to third parties provided that the space is not needed for the operation of the golf course and the intended use is consistent with the mission of Parks and Recreation. Manager must request the City's pre-approval of all third party lease rentals of space(s) at Clubhouses, and the City may not unreasonably withhold approval.
- ix. Manager shall provide City with a copy of all agreements or contracts between the Manager and any party who will assist Manager in carrying out the terms of this Agreement.
- x. Manager must maintain the Clubhouses in a neat and orderly condition at all times.
- xi. Manager shall complete a daily report of all Clubhouse transactions, including food, merchandise, room rentals and any other activity, and ensure that all funds collected are deposited daily.
- xii. Manager will have the exclusive right to provide catering services at the Clubhouses. Catering services include the sales and service of food and beverages, including alcoholic beverages, provided to a group for an identified event, as well as provision for associated services and items such as linens, silverware and glassware, flowers, and decorations.
- xiii. Manager will have in plain view at all times in the Clubhouses a price list or printed schedule of prices of all available commodities and services. All prices will be competitively priced with establishments within the service area which have similar functions.

- xiv. During the normal golf season, Manager shall keep the clubhouses open from sunrise to sunset, except when the golf courses close due to inclement weather. In the event of a closure, Manager must promptly notify appropriate city official. The clubhouses may open earlier or remain open later for special events, but must comply with Parks and Recreation policies on closing times.
- xv. The clubhouses remain the property of the City, and the City is entitled to use of its property without charge. All such use will be coordinated with the Manager and requests by the City for use will be subject to availability; Manager is not obligated to cancel rentals already booked.

D. Como and Phalen Golf Courses.

- i. Manager shall maintain the golf courses and grounds in a manner which ensures proper playing conditions which meet or exceed the turf standards at other metropolitan public golf courses, as more completely set forth in Attachment B.
- ii. Manager will control play, direct rangers, and provide golf rules interpretation for customers.
- iii. Manager shall make an adequate quantity of golf carts available for course users. Carts must be clean and undamaged.
- iv. Manager must manage tee times in a manner that will maximize use of the golf course.
- v. Manager must maintain accurate records of tickets sold for golf course, cart rentals and complete a daily report of all transactions and ensure funds collected are deposited daily.
- vi. Green fees structure will remain consistent with the current City structure with the City setting annual rates. Proposed rates must be approved prior to the golf season by the City.
- vii. Manager shall develop and distribute promotional marketing materials for activities on the golf courses. At a minimum, Manager will continue using existing StPaul.Golf website, and will work with City on citywide marketing and branding efforts for all the courses.
- viii. Manager will provide golf lessons to the public.
- ix. Manager will develop, coordinate, and promote quality golf programs, leagues, and tournaments for men, women, seniors, juniors, and beginners.
- x. Manager will maintain food and beverage licenses, and make food and beverages available for purchase to players on the golf course.

- xi. Manager will work closely with golf organizations, citizen groups, vendors, and industry representatives to ensure quality services are being provided.
- xii. Manager will work with the City to identify and prioritize major course improvements and other capital maintenance needs.
- xiii. Manager will keep current on new developments in the golf industry and implement best practices for improving course services.
- xiv. If a new POS/Tee Time System is selected during the term of this Agreement, Manager will work with the City to ensure that the system integrates all the City Golf courses and Parks Administrative officers.
- xv. All Season pass holders will have golfing privileges at Como, Phalen, Highland National, and Highland 9 Hole courses. The Manager will keep records of actual rounds played by season pass holders and shall account for rounds played by season pass holders separate from other types of rounds played. At the end of the golf season, revenue generated from the sale of season passes at all City golf courses will be split according to the percentage of total season pass rounds played at each golf course.
- xvi. Manager will honor Loyalty programs that the City has opted to participate in, and revenue will be shared in the same manner as season passes.
- xvii. Manager shall manage and operate the practice range at Phalen Golf Course, including washing, dispensing and picking of practice range balls.
- xviii. Manager shall provide at its own expense an adequate supply of golf balls and baskets for the Phalen golf course driving range. Manager may use the existing inventory without charge.
- xix. The Phalen Golf Course driving range hitting surfaces must be well maintained, and balls should be cleaned and picked regularly throughout the peak times of the day. Adequate rental clubs should be made available.

The driving range should be marked for 100, 150, 200, and 250 yards, and adequate safety features in the hitting area should be assured.
- xx. Manager will use the Phalen sand rake machine to grade and rake Phalen Park Beach sand on a weekly basis throughout the summer swimming season (Memorial Day to Labor Day).

3. Payment

- A. Manager shall pay the City 4% of the gross revenues (excluding sales tax) earned by Manager from the management of both Golf Courses up to \$2.2 million in a season, a minimum payment of \$70,000-is guaranteed. Manager will pay 7% on revenues that exceed \$2.2 million. The City will invest payments over \$2.2 million into a Capital Investment and Maintenance Fund, described below in Paragraph 3.B.

Gross Revenue includes: green fees, League fees, revenue from tournaments, rental of golf carts, driving range balls, pull carts, golf clubs or equipment from Manager, sale of Pro shop merchandise, food and beverages, vending machines, rental of rooms, banquet and catering revenue, revenue from private and group golf lessons, sponsorships, advertising, film-making, photography, pond ball retrievals, third party lease(s), and any other related income derived from management of the Golf Courses.

Payments shall be made to the City by the 20th of each month, based on revenue collected from the previous month. Along with payment each month, the Manager shall provide to the City a financial statement in Microsoft Excel or convertible to Excel showing gross receipts and expenses. Manager will retain in an orderly fashion, all cash register receipts and invoices to be made available to the City upon request.

- B. City will establish a Capital Investment and Maintenance Fund (CIMF) by annually depositing payments made to the City pursuant to Section 3.A. and \$60,000 of the money paid to the City pursuant to 3C. The CIMF will provide money for Capital Investment and Maintenance Projects at the golf courses.

Capital projects may include, but are not limited to:

- Mechanical Systems including boilers and plumbing.
- Structural Systems including roofs and building envelopes.
- Architectural - Interior items including flooring and cabinetry.
- Safety and Security items including access controls.
- Site Improvements including asphalt and concrete replacement.
- Operations and Grounds including irrigation pumps and wells, pond dredging, turf restoration and tree replacement.

City and Manager will cooperate in determining a plan for CIMF spending. The City reserves the right to approve or reject Manager expenditures requested for reimbursement.

Each expenditure of the CIMF shall be accounted for separately by golf course, and by category, and reviewed annually by both parties.

- C. Annually, Manager shall pay the City the sum of \$70,000 (\$35,000 for each golf course site) as a Guaranteed Minimum Payment, regardless of the gross revenue earned. City will deposit \$60,000 of that sum into the CIMF.
- D. Manager will directly invest \$800,000 (\$400,000 per course) over the term of the ten year lease. As part of the \$800,000 investment, Manager will make an initial up-front

investment of \$400,000 (\$200,000 per course) into course renovations and improvements, by December 31, 2019. Course renovations and improvements may include, but are not limited to:

- Bunkers, traps, greens, fairways, natural areas and tee boxes.
- Irrigation systems, pump systems, wells, intakes, piping and drainage.
- Cart paths, tree plantings, landscape improvements and golf course club house interior signage.

Annually, beginning January 1, 2020, Manager will invest an average of \$50,000 into Golf Courses renovations and improvements until the remaining \$400,000 investment obligation has been met.

- E. By March 31st of each year, the Manager shall deliver to the City a financial report prepared and compiled by a Certified Public Accountant (CPA) and sworn to by the Manager which sets forth an income statement, balance sheet and gross sales made on or from the Golf Courses during the previous fiscal year. Said report shall present fairly the financial position of the Manager and its operations and cash flows for the fiscal year and be in conformance with generally accepted accounting principles. If total payments made to the City are below the minimum guaranteed payment, Manager must make a lump sum payment with this report to satisfy any shortfall.
- F. Manager shall maintain books and records for the operations of the Golf Courses and such books and records must be kept in accordance with generally accepted accounting principles as uniformly applied and modified for the operation of facilities such as the golf courses. All books and records will be available for inspection and copying during normal business hours by the City upon request, within 48 hours.
- G. Pursuant to Minn. Stat. §16C.05, subd. 5, all books, records, documents, and accounting procedures and practices of the Manager that are relevant to the contract are subject to examination by the City and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. Any audit requested by the City will be at the City's expense.

4. Furnishings and Equipment

- A. All existing kitchen equipment, Clubhouse furniture and fixtures, golf course maintenance equipment and other such items remain the property of the City, but may be used by Manager during the term of this Agreement.

Manager will be responsible for reasonable care and maintenance of these items.

When City equipment has reached its depreciated value and it is determined by both the City and Manager that the selling of the equipment is necessary, Manager will return equipment to the City for disposal. Money received from the selling of the equipment will be deposited into the CIMF. Manager will replace equipment at its sole cost, and

will retain equipment at the termination of this Agreement.

- B. Manager is responsible for purchasing and maintaining all mowing equipment, golf carts, and utility vehicles needed for the efficient and orderly operation of the Golf Courses. Manager may not use the CIMF or Manager's initial and annual investments to fund purchase or maintenance of mowing equipment, golf carts and utility vehicles.

Manager will be responsible for maintaining and replacing golf maintenance equipment during the term of the ten-year lease

Upon termination of this Agreement, all existing golf maintenance equipment will become the property and responsibility of the Manager, except as noted in 4.C.i.

- C. Annually, Manager will provide to the City an updated inventory of Golf Courses maintenance equipment to City. SEE ATTACHMENT C.
 - i. Upon expiration or termination of the Agreement, CIMF funded items remain the property of the City.
 - ii. Upon expiration or termination of the Agreement, Manager funded items that are considered removable remain the property of the Manager.
- D. Manager is responsible for compliance with City of Saint Paul signage and wayfinding policy, as well as any other City policies which may become applicable during the term of this Agreement. The City reserves the right to approve the placement and content of all signage within and surround the Golf Courses. Prior to placement of any permanent signage, Manager shall obtain written authorization for the City. Manager may use CIMF for permanent Golf Courses signage with the written consent of the City.

5. Como Ski Operations

- A. Unless City agrees in writing to extend the golf season, Manager shall vacate the Pro Shop, office of the pro shop, and Women's locker room by November 15 each year.

Golf may continue to operate out of the concession area with golf point of sale.

Unless the winter season is extended by the City, City staff shall vacate all spaces, outlined above by March 1 each year, leaving them all in working condition and neat and orderly.

The ski operating season runs December 1 through February 28. Ski program usage will take precedence on all grounds and assigned facility spaces. During the Ski Program, all hallways, bathrooms, storage spaces, sitting areas and entry ways will be clear of equipment or other materials.

Manager shall retain use of the manager's office, the kitchen area, dining area, the

men's locker room, and all other downstairs storage rooms. Manager shall be responsible for leaving the entire facility clean and tidy and in working order.

In order to facilitate the start of the Ski Program in December, the City will be given access to the golf course public spaces beginning November 1. During this period, the Manager must also provide sufficient equipment storage and workspace in the workshop to accommodate City equipment and staff. This shared space must also be kept neat and orderly throughout the winter season.

- B. The City will continue to operate the Ski Program at Como Golf along with the outside cross-country trail grooming at both Phalen and Como golf courses. By September 1 of each year the Special Services Manager along with ski staff will coordinate with Manager of Como golf course and provide a detailed timeline for the preparation of the golf course to be ready for the ski season.
- C. Prior to December 1 and March 1 each year, the City and Manager will meet to review indoor and outdoor facility conditions and document damages during the preceding program season.
- D. The Manager will be responsible for providing concessions during the ski programmed days at Como. Manager will provide counter-service concessions to ski program patrons and the general public. Concessions purchase will not be required to use the facility. Outside food is prohibited in restaurant area. City staff shall be responsible for cleaning and upkeep of areas used by the Ski Program during its operation and will provide any cleaning products and equipment needed.
- E. If the City's programming needs require space on the main floor or upstairs, the City will request the use in advance, for review by the Manager.
- F. Snowmaking efforts will be used by the City to ensure program success. When weather permits the City will limit snowmaking to allow for an earlier start to the golf season.
- G. Manager shall maintain internet and phone service along with other utilities during the ski season and allow their use by the City.
- H. Manager shall invoice City, and City shall pay Manager, for one (1) Como Regional Park Club House/Ski Chalet telephone line during the period December 1 to February 28.
- I. City shall be responsible for trail grooming and snow making operations.
 - i. City will be responsible to avoid significant damage to the golf course grounds.
 - ii. City will implement reasonable steps to protect the following sensitive elements of the Como Regional Park Golf Course that are directly adjacent to high-use downhill

ski program area(s); practice green; greens 1, 3 and 10; tee boxes 1, 5 and 10.

- iii. City and Manager will make cooperative efforts to route cross country ski trails around golf course fairways and other sensitive elements of the golf courses. City will have the final decision regarding cross country ski trail routing, including cross country ski trails that cross fairways and other sensitive elements of the golf courses.
 - iv. Manager may choose to reasonably protect additional areas of the golf courses.
- J. The City shall supply an adequate number of satellite toilets for recreational cross country skiers at Como and Phalen. City will also provide a heated trailer and rope tow equipment that will be brought onsite to Como no earlier than November 1 each year.
- K. City shall employ knowledgeable golf and winter ski staff in its grooming and snowmaking operations. This staff will be responsible for ensuring program success and avoiding significant damage to the golf course grounds. Manager may request adjustments to the City's grooming and program plans. Such requests must be in writing and submitted by September 1.

6. Maintenance & Repair:

- A. During the golf season, Manager shall be responsible for routine and preventative maintenance of the Golf Courses. Routine Maintenance includes:
- i. Daily sweeping, mopping, dusting, vacuuming, wiping of surfaces, and other janitorial services in the clubhouses.
 - ii. Daily cleaning and sanitizing of bathrooms and locker rooms, ensuring adequate supplies of soap, towels and toilet paper and other locker room supplies.
 - iii. Daily cleaning of kitchen, at a minimum to the level required by health and safety codes.
 - iv. Routine maintenance of furniture, cleaning of upholstery, replacement or repair of any damaged furniture.
 - v. Routine painting, carpet cleaning, maintenance of exterior facade.
 - vi. Daily litter pickup in clubhouse and on grounds.
 - vii. Routine maintenance of plumbing systems, electrical and lighting systems, mechanical systems or heating, ventilation or air conditioning systems, including periodic cleaning, lubrication and changing of filters or similar consumable

components.

- viii. Changing of light bulbs, fuses and circuit-breakers as they bum out.
- ix. Washing of the interior and exterior of windows twice annually.
- x. Proper annual spring start-up and end of season winterization of the irrigation systems at each facility to ensure that the integrity of these assets is maintained.
- xi. Putting trash in the dumpster that will be provided by the City. The City will be responsible for emptying the dumpster on a routine schedule at the expense of the Manager.
- xii. Putting recyclables in the containers provided by the City and collected by the City vendor on a routine basis at the expense of the Manager.

B. Maintenance facilities at both Golf Courses will be occupied in a shared capacity.

- i. The Phalen maintenance facility, located at 995 Wheelock Parkway, will be shared with the City's Operations Division. No equipment from the two parties shall be shared.
- ii. The Como maintenance facility will be shared with the winter Ski Program operations for the period of December 1 through February 28.
- iii. Separate billing for use of the on-site Fuel dispensing system use at each course shall be the City's responsibility. Cost of fuel dispensed for Manager will be at the sole expense of the Manager.

C. Snow removal services for parking lot areas and sidewalks at both Golf Courses will remain the responsibility of the City. Snow will be removed prior to regular business hours or special events held at Como or Phalen. Snow removal at Como is only guaranteed on days when the Ski Program is occurring and the clubhouse is open to the public, Manager may make arrangements to remove snow on any other days.

D. All holding ponds located on the grounds of both Golf Courses will continue to be maintained by the City and Ramsey County Watershed. Parties will negotiate any future dredging responsibilities.

E. Manager may request use of specialized City owned equipment for Golf Courses maintenance projects. The City will repair any damaged equipment and invoice the Manager for the repair costs.

F. The City is responsible for removal of damaged trees in the event of a major natural disaster, or disease, including Emerald Ash Bore. City and Manager may agree to use

CIMF for tree removal.

Manager will be responsible for day-to-day maintenance of trees. Manager will work cooperatively with City Forestry on tree issues and will be responsible for any payments for work requested by the Manager from City Forestry.

7. **Alterations.** Manager will not make any alterations to Golf Courses without the written consent of the City, such consent not to be unreasonably withheld. If Manager wishes to make any such alterations, an accurate description shall first be submitted to and approved by the City and such alterations shall be done by the Manager at its own expense. Manager agrees that all alterations will be done by properly licensed contractors and in conformance with applicable building codes, and that no liens will attach to the Golf Courses by reason thereof. If required by the City, performance and payment bonds equal to the total amount of the project will be posted by Manager. All such work will be performed under the City's supervision and any improvements will become the property of the City.
8. **Annual Performance Measures.** The following service and performance measures are required of Manager in its operation of the Golf Courses, as set forth in Attachment A.

Category 1: Payments and Financial Performance

Category 2: Participation in City Initiatives That Engage the Business Community

Category 3: Customer Satisfaction

Category 4: Operational Assessment

Category 5: Annual Management Contract Compliance Assessment and Site Review

The Special Services Manager will meet with Manager monthly to discuss, review and determine any action steps which may be needed to address problems.

9. **Covenants and Undertakings.**
 - A. **City Inspections.** Annually, by December 31, City shall conduct a management contract compliance assessment and site review of Golf Courses, and inform Manager in writing of any conditions requiring attention as may be required to comply with the obligations under this Agreement.
 - B. **Accident and Incident Reporting.** City will provide Manager with City's electronic participant accident and incident report forms, which must be completed by Manager's representatives, and delivered to City within 48 hours, in any instance in which an accident or incident on the Golf Courses is reported or observed by Manager's representatives.
 - C. **Emergency Action Plans and Safety Data Sheets.** Manager shall develop and maintain up-to-date, facility specific, Emergency Action Plans (EAP) and Safety Data Sheets

(SDS), which must be consistent with the City plans, and updated at least annually. Manager must document facility staff and volunteer training on the use of the EAP and SDS at least once a year.

- D. Park Rules and Regulations. Manager will comply with, and use its best efforts to cause its customers to comply with, all park rules and regulations except as may be provided elsewhere in this Agreement.
- E. Inclement Weather; Emergency Closings. In the event of inclement weather or other emergency, only with the advance consent of City's Director of Parks and Recreation, Manager may close down a Golf Course and remain closed until favorable weather conditions prevail or the emergency passes.
- F. Reciprocal Notifications of Events. City will notify Manager, and Manager will notify City, each as soon as practicable after scheduling of an event, of which may affect the Golf Courses or surrounding park areas.

10. Utilities. Manager shall be responsible for direct payment for the utilities for Golf Courses. Manager shall invoice City, and City will reimburse Manager for Como Park Golf Course utilities during the period December 1 through February 28.

11. Taxes and Assessments. At the time of the execution of the Agreement, the Como and Phalen golf courses and clubhouses are tax-exempt properties. Manager shall be responsible for any taxes or assessments to the Como Golf Course and Clubhouse and the Phalen Golf Course and Clubhouse properties which result from its operations of the properties, e.g. leasing of space to a for profit entity which results in a portion of the property becoming taxable, nuisance abatements.

If at any time during the term of this Agreement the tax exempt status of the properties changes due to actions of the state or federal government, Parties agree to meet and discuss whether Paragraph 3 should be amended. If Parties do not agree to amendments and Manager reasonably believes that the taxes make it economically unfeasible to continue managing the golf courses, it may terminate the Agreement pursuant to Paragraph 15.C. It is the responsibility of Manager to include any necessary provisions regarding responsibility for taxes in leases it enters into with a third party.

12. Hold Harmless. Manager shall defend and indemnify the City, its officers, agents, and employees from all claims, actions or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property except to the extent that such claims arise out of the City's use of the Como Golf Course for ski operations or are due solely to the City's negligence or willful misconduct. Manager must submit notice of any injuries, claims or suits to the City within (30) days of receipt of such notice.

13. Modifications, amendments. Amendment or Changes to Agreement. No alterations,

amendments, or modifications to the provisions of this Agreement are valid unless reduced to writing and duly signed by the parties.

14. **Notices.** Any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

City of Saint Paul
Parks and Recreation
Special Services Manager
400 City Hall Annex
25 W. 4th Street
Saint Paul, MN 55102

Manager
President
Foursome Golf Management Group
1615 Phalen Park Drive
Saint Paul, MN 55106

15. **Termination.**

- A. If either party fails to carry out a material term of this Agreement, the other party may terminate this Agreement upon giving written notice of the breach and allowing thirty (30) days to cure.
- B. The City may terminate this Agreement in the event of the occurrence of any of the following during the term of this Agreement.
- i. The filing of a petition to have Manager adjudicated bankrupt or a petition for reorganization or arrangement under any laws of the United States relating to bankruptcy filed by Manager, if such petition is not dismissed within 90 days of the date of such filing;
 - ii. The assets of Manager or of the business conducted by Manager under this Agreement are assumed by any trustee or other person pursuant to any judicial proceedings;
 - iii. Manager makes any assignment of rights under this Agreement for the benefit of creditors;
 - iv. The failure by Manager to purchase or maintain the insurance coverage required under this Agreement;
 - v. The failure by Manager to make any payments due under this agreement or to timely produce the financial information required.
 - vi. Failure by the Manager to meet expectations for four (4) of the five (5) categories for three (3) consecutive years, as set forth in the Performance Measures Attachment A.
- C. Manager will provide a minimum of 180 days advance notice of intent to terminate. In

occurrence basis. Agent must state on the certificate if policy includes errors and omissions coverage.

- b. The Manager must not commence work until a Certificate of Insurance covering all of the insurance required for this project is approved and insurance must remain in place for the duration of the Agreement.
- c. Satisfaction of policy and endorsement requirements for General Liability and Auto Insurance, of “each occurrence” and “aggregate” limits, can be met with an umbrella or excess policy with the same minimum monetary limits written on an occurrence basis, providing it is written by the same insurance carrier.

18. **Interpretation of Agreement, Venue.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. Any litigation regarding this agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

19. **Compliance with Applicable Law.** Manager must comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Provider’s performance of the provisions of this Agreement. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

20. **Conflict of Interest.**

- A. Manager agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City.
- B. Manager’s acceptance of this Agreement indicates compliance with Chapter 24.03 of the Saint Paul Administrative Code: “Except as permitted by law, no City official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City.”
- C. Manager agrees that, should any conflict or potential conflict of interest become known, Manager will advise the City of the situation so that a determination can be made about Manager’s ability to continue performing services under the Agreement.

21. **Destruction of Facilities by Fire or Casualty.** If the Facilities, or any part thereof, shall be partially or totally destroyed by fire or other casualty, the City retains the exclusive right to determine whether it will repair or rebuild the Facilities. In the event that the City determines that it will not repair or rebuild the Facilities and the damage to the Facilities

materially impairs the ability of the Manager to conduct the business contemplated hereunder, either party may terminate this agreement upon thirty (30) days advance written notice to the other party.

22. **Entire Agreement.** It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

For the City of Saint Paul:

For

Envision Catering & Hospitality

Mayor's Office

By _____

Director, Parks and Recreation

Its _____

Director, Finance

City Attorney

ATTACHEMENT A

Annual Performance Measures

Annually, the City will use performance measures listed on this exhibit to assess the performance of Manager, as set forth in Agreement item 8.

Category 1: Payments and Financial Performance

Manager financial reports and payments shall be made to the City by the 20th of each month, as set forth in Agreement item 3.

- **Meets expectations** - All reports and payments made on time.
- **Does not meet expectations** - fewer than 100% of reports and payments made on time.

Category 2: Participation in City Initiatives That Engage The Business Community

City Youth Employment, Recycling, Organic Recycling, Clean Water

- **Meets expectations** – Manager demonstrates participation in City Initiatives
- **Does not meet expectations** – Manager does not participate in City Initiatives

Category 3: Customer Satisfaction

Manager will facilitate collection and tabulation of randomly conducted customer satisfaction surveys with at least 100 golfers.

City and Manager will jointly develop a customer satisfaction survey by March 1, 2018, and update annually, as appropriate.

- **Exceeds customer satisfaction expectations**
- **Meets customer satisfaction expectations**
- **Does not meet customer satisfaction expectations**

Category 4: Operational Assessment

City's will assess Manager's compliance with operational terms of the agreement in regards to scope of services, innovative practices, investment strategies, commitment to continuous improvement in golf course conditions, equipment and facility maintenance and repairs, and cooperation with winter Ski Program operation. An assessment tool will be jointly developed by March 1, 2018 and updated annually, as appropriate.

- **Meets expectations** – Manager demonstrates compliance with all operational assessment items.
- **Does not meet expectations** – Manager demonstrates compliance with less than 80%

of all operational assessment items.

Category 5: Annual Management Contract Compliance Assessment and Site Review

City shall conduct a management contract compliance assessment and site review of Golf Courses, and inform Manager in writing of any conditions requiring attention as may be required to comply with the obligations under this Agreement. (Agreement item 9.A.)

- **Meets expectations** – Manager demonstrates compliance with all management agreement and site review items.
- **Does not meet expectations** – Manager demonstrates compliance with less than 80% of all management agreement and site review items.

ATTACHMENT B

Turf Standards

Mission Statement:

To prepare, preserve and maintain the City's golf courses as the major asset and to afford the opportunity to provide enjoyment to its residents and guests.

To protect, understand and fulfill the City's golf course vision and goals for a firm, fast and fair golf challenge for all levels of player abilities.

To plan and execute programs and procedures that maintains a superior golf experience as well as enhances and protects the environment, property and aesthetics of the Golf Courses.

Objectives:

The courses will be maintained such that excellent playing conditions exist for both the championship and the average golfer. The golf courses should play near championship standards, within weather limitations, on a continued basis and at championship standards for certain events. These events will be determined annually by the City and Manager.

The goal of maintenance is the least amount of interference and inconsistencies as possible. Environmental stewardship, licensure and resource management will impact selecting and applying products to the golf course.

These objectives will be met within an overall annual capital and maintenance budget(s) prepared by the City and Manager.

GREENS:

The objective is a putting surface with smoothness, firmness, limited grain and with an overall uniformity. The greens will be closely mowed with good to excellent speed.

Green Standards:

- Greens will be mowed daily during the growing season. Spring and late fall heights of cut will be .140 of an inch with smooth rollers. The heights will be lowered on or about Memorial Day to .125 of an inch. Health conditions permitting, the height will be lowered to .1 of an inch and will remain throughout July and August with a separate clean-up band cut at 1/8.'
- Greens will be hand mowed weekdays and after heavy rainfall. They will be double-triplex mowed on weekends cut to maintain relative speed objectives. Grooming and / or verticutting will be used periodically to control grain and keep it at acceptable levels.
- Greens will be rolled on Saturdays and Sundays, if needed, to maintain minimum speed objectives.
- Greens speed will be measured Wednesday and Friday via the Stimpmeter in order to maintain minimum speed objectives. These readings will be included into the Superintendent's monthly quality report.

- Growth regulator will be applied as an aid to increase green speed, reduce excessive growth and increase turf density.
- Relative Green Speed Minimums (weather permitting):
- Regular Play: 120 inches of roll in methods prescribed by USGA minimum.
- Weekend Play: 132 inches of roll in methods prescribed by USGA minimum.
- Tournament Play: 138 inches of roll in methods prescribed by USGA minimum.
- Greens will be topdressed bi-weekly for smoothness, firmness and to control thatch. Additional topdressing may be required for preparation of tournament conditions.
- Greens will be aerated as follows: All eighteen holes will be aerated in the spring using .25 of an inch hollow tines and will be completed within a three day period (weather permitting). Late fall aeration will consist of .5 x 10 inch deep drill tines covering all eighteen holes over a three day period (weather permitting). Topdressing sand will be fully and carefully incorporated into the aerification holes.
- Greens will be irrigated as little as possible to promote deep rooting, drought tolerance, and minimal disease problems. Greens will be firm and the soil dry whenever possible.
- Greens will be checked daily with hole-cups being changed as needed.
- Greens will be monitored throughout the winter months (November to March) to determine if they can remain open for play. The general rule is that the greens will remain open whenever possible. Alternate greens will be required when weather conditions dictate that severe damage will occur if greens are played on.
- Greens apron and collars will be maintained with adequate and consistent cushion of rough from collar to bunker. Collars will be mowed at .437 of an inch during the spring and will be lowered to .375 of an inch on or about Memorial Day. The collars will generally be 30 inches wide.

TEES:

The objective is a teeing surface that is smooth, firm, level and without weeds. Tees will be closely mowed and consist of predominately bentgrass. Ryegrass will be introduced in high wear areas. A conscientious effort will be taken to maintain tees to resemble greens only cut slightly higher.

Tee Standards:

- Tees will be mowed at .437 of an inch during the spring and lowered to .375 of an inch on or about Memorial Day. Tees will generally be mowed four days a week depending on growth.
- The turfgrass quality will take priority over competition from tree roots, shade and restricted air circulation. Trees will be thinned and pruned on an as needed basis to ensure the highest quality of turf.
- Divots will be attended to daily; accessories will be checked daily for service.
- Tees will be aggressively aerated in the spring and fall using an aerator with .75 of an inch hollow tines. Topdressing sand will be incorporated into aeration holes.
- Tee blocks will be checked daily and changed as needed to utilize the greatest amount of teeing space.

PREPARATION FOR DAILY PLAY / GOLF COURSE SET-UP

The objective is to use various flagsticks and tee block placements that challenge the golfers

thinking and maintains quality of turf by spreading wear and reducing stress over various cupping and tee block areas.

Course setup:

- Greens will be checked with cups being changed daily in-season and off-season as needed. The course will be setup with an overall balance between the cups and tee position to maintain appropriate yardage. On weekends and during special member tournaments, tee blocks will be located at or near the monuments.
- Tournament setup: City and Manager will be given the option of choosing flagstick / hole-cup placements utilizing a standard form used for such placements. Tournament Officials may leave it up to the Green Department for placements, these decisions should be made well in advance of the event (5-10 days) to avoid these areas leading up to the tournament.
- Tee blocks will be checked daily and changed as needed to utilize the greatest amount of teeing space. A balance between the tee blocks and flagstick / hole-cup positions will be maintained (6 Forward, 6 Middle and 6 Rear).

FAIRWAYS:

The objective is fairway turf predominately populated with bentgrass with good density, uniformity, smoothness, firmness with a minimum of thatch while exhibiting good drought tolerance. The goal is to play 'summer rules' at all times excluding the immediate scheduled aeration recovery periods.

Fairway Standards:

- Fairways will be mowed at .437 of an inch during the spring months and will be lowered to .375 of an inch on or about Memorial Day.
- Clippings will be collected during June, July and August.
- Fairways will be aerated aggressively in the late fall with an aerator at a 3 inch depth removing a soil core of not less than .5 of an inch.
- Growth regulators will be used in the summer and fall months to enhance bentgrass density and to reduce irrigation and clippings.
- Fairways will be irrigated for turfgrass health only, not for color. Fairways may be dormant throughout the summer months.
- Fairway divots will be maintained throughout the season from at least 200 yards and into the green.
- Sand topdressing will be applied to fairways to improve firmness, drainage and aid in thatch reduction.
- All necessary chemical applications will be applied as early as possible so as to cause as little interference with play as possible.
- All chemical applications will be applied under the direction of a state licensed applicator.
- Every effort will be made to apply the most effective and safe products into the disease suppression and control program.

ROUGH:

The main objective of the rough is to maintain at minimal levels while not compromising the aesthetics, severity of penalty, and speed of play.

Rough Standards:

- The rough will be maintained at a height between 2.25 and 2.5 inches with rotary mowers. The primary or intermediate cut of rough (area roughly 15' around fairway) will be maintained at 1.75 inches and be mowed two times a week.
- The rough bordering fairway bunkers will be maintained regularly to maintain proper turf buffer between the bunker and fairway.
- The rough will be mowed at least once a week when actively growing with perimeters of fairways cut a second time if needed. Growth regulators will be used in the spring and fall, to slow the growth rate of the grass around the fairway perimeter.
- Large remote areas of rough will be cut monthly.
- Broadleaf weeds will be controlled as needed to promote aesthetics, playability and uniformity.
- Edges and O.B. areas of course will be mowed monthly: these areas include wooded areas with turf, fence edges, and out of the way native / meadow areas.

BUNKERS:

The objective is to have bunkers with the proper amount of sand and be well distributed without rocks or other loose impediments. The bunkers should aesthetically complement the architect's original design and vision.

Bunker Standards:

- The bunkers will be checked daily for smoothness. Raking will consist of hand raking when needed depending on amount of play. Mechanical raking machine will be used periodically (weekly) to loosen compacted sand and to control weeds.
- Fairway bunkers will be hand-raked at all times to ensure sand firmness.
- The bunker edges facing the green will be maintained with a crisp edge consisting of a 2 to 3 inch lip. The rear edges will be maintained with the sand reasonably flush with the turf.
- Stone and debris removal will be tended to daily with regular maintenance.
- The sand depth will be maintained at no less than 4 inches. A report of sand distribution, which includes regular depth measurements, will be included in the Superintendents monthly quality report.
- The bunkers will have adequate rakes around them. Large bunkers will have at least 3 rakes and small bunkers will have at least 2.
- The edges of bunkers will be over-seeded annually with drought tolerant turf or re-sodded as needed in the fall.
- The edges of bunkers will be regularly fertilized with organic products in addition to the regular rough fertilization program.
- A preventive insecticide will be used along with fairway spray applications.

TREES:

- Trees in high traffic areas (Club House, walk paths, etc.) will be checked regularly for weak limbs, and hanging limbs and maintained as necessary.
- Annually, Parks Forestry will fertilize and/or mulch Key trees. Poison ivy and vines will be controlled as needed.

- Parks Forestry is responsible for evergreen trees which will be limbed up for aesthetics, maintenance, and ease play and finding lost golf balls.
- Parks Forestry will prune trees as time permits.
- Parks Forestry will be responsible for thinning wooded areas to enhance turf quality, aesthetics and the overall health of the other trees in the area.
- Most tree work will occur in the winter months.
- Deer repellent will be applied to young trees and shrubs as needed.

PRACTICE AREA

- The practice green will be mowed twice a week at .437 of an inch.
- The short iron practice area will be maintained to the same standards as the golf course.

EQUIPMENT TRAINING AND SAFETY:

- Manager will comply with OSHA regulations pertaining to safety meetings and equipment operations.
- Equipment will be maintained in safe operating condition.
- Manager will have monthly safety meetings concerning first aid procedures, safety, etc. Accurate records of topics and signatures of attendees will be kept.
- Safety glasses will be required for all tasks where eyes may be exposed to any hazards.
- Steel-toed shoes will be required for specific tasks: especially rotary mowing and chainsaw operation.
- New employees will be instructed on safe operation of all equipment.
- No individual without a valid driver's license (or of age) will operate any equipment.
- Pesticide applications will be performed under the direction of a state licensed applicator.
- Hard hats will be worn at all times when working in or near play.

CARTS:

- The courses will be maintained to accommodate cart usage.
- Wet condition tracks will be developed in out of way areas to make it possible to provide minimal cart restrictions because of weather conditions.
- Carts will be expected to use paths wherever possible.
- Rope and signage will be used to direct cart traffic wherever necessary.
- Cart traffic will be allowed to roam (except under extreme wet conditions). During July and August carts may be restricted to the rough on a day to day basis; this decision will be made by the Manager.

CLUBHOUSE GROUNDS:

- Flowerbeds will be maintained, edged and mulched as needed.
- Grass areas will be mowed as needed.
- Entire clubhouse area will be checked daily for trash and other unsightly debris.
- Annuals and perennials will be planted in appropriate areas. Also, an assortment of other planters will be located throughout the area.

- Manager may hire Parks and Recreation ornamental horticulturalist and/or landscape architect.

IRRIGATION SYSTEM AND WATER:

- The turf watering system will be maintained in an operable condition.
- The system will be programmed to operate during non-play hours, as weather dictates.
- All leaks will be repaired as soon as possible.
- The systems pump station will be inspected by trained professionals prior to season activation.
- Sprinkler heads will be inspected and adjusted to maintain proper watering patterns.
- Irrigation audits will be performed systematically on portions of the golf course each year to assure system efficiency.
- Ponds will be treated to eliminate unwanted odors and aquatic weeds.
- Every effort will be made not to overwater and cause wet areas on the course.

MISCELLANEOUS:

- Golfers will be informed of maintenance activities through Club House bulletin board postings and websites.
- The golf course will be closed according to the stated weather policy.
- Integrated Pest Management (utilizing many options for pest control) will be a continued goal.
- Staffing: Manager will continue to develop a well-organized and efficient team-oriented staff.
- Restrooms in the shop will be cleaned weekly.

ATTACHMENT C

2017 Vehicles and Equipment Inventory

Location : Como
Golf

Unit Number	Vehicle Year	Vehicle Description	City Tag Number
3-416	1994	NH SKID STEER L 455	57072
PM-711	1997	TORO 325-D, SD ROTARY MOWER	60320
PM-598	2005	TORO 328-D SIDE DISCHARGE ROTARY MOWER	64122
PM-225	2002	TORO 4000 11' ROTARY MOWER, R-DISCHARGE (was Hi 18)	64034
PM-103	2001	TORO 328-D SNOWBLOWER S D TA152&153, CG/W	64040
PE-99-060	1999	ECHO WEED WHIP	NA
PE-99-026	1999	ECHO WEED WHIP	NA
VERTI 087	1994	GREENS MOWERVERTI-CUT REEL	NA
VERTI 086	1994	GREENS MOWERVERTI-CUT REEL	NA
VERTI 085	1994	GREENS MOWERVERTI-CUT REEL	NA
VERTI 084	1994	GREENS MOWERVERTI-CUT REEL	NA
VERTI 083	1994	GREENS MOWERVERTI-CUT REEL	NA
VERTI 082	1994	GREENS MOWERVERTI-CUT REEL	NA
TM-64	1988	TORO 216 REELMASTER T-MOWER	-
RM-111	1998	GREENS COMPACTING ROLLER UNIT. Was Hi 18	NA
RM-109	1998	GREENS COMPACTING ROLLER UNIT. Was Hi 18	NA
RM-106	1993	TEE MOWER REEL, 5 BLADE; found 10; was missing 09	NA
RM-104	1993	TEE MOWER REEL, 5 BLADE; found 10; was missing 09	NA
RM-100	1994	TEE MOWER REEL, 8 BLADE	NA
RM-099	1994	TEE MOWER REEL, 8 BLADE	NA
RM-098	1994	TEE MOWER REEL, 8 BLADE	NA
RM-038	1996	GREENS MOWER REEL, 11 BLADE	NA
RM-037	1993	TEE MOWER REEL, 5 BLADE	NA
RM-036	1993	TEE MOWER REEL, 5 BLADE	NA
RM-030	1996	GREENS MOWER REEL, 11 BLADE added 10; was missing 09	NA
RM-011	1996	GREENS MOWER REEL, 11 BLADE	NA
PM-92-4	1992	TORO 325-D, SD ROTARY MOWER, como campus winter?	55484
PE-09-041	2009	STIHL FS100RX WEED WHIP (spare)	NA
PE-09-036	2009	STIHL FS100RX WEED WHIP	NA
PE-13	1990	HOMELITE CHAIN SAW	NA
PE-12-050	2012	MTD 21" PUSH MOWER	NA
PE-12-045	2012	STIHL BG86 HAND BLOWER (spare)	NA
PE-13-056	2013	STIHL FC110 EDGER, WHIP STYLE	NA
TA-028	2010	TORO PRO-FORCE TURBINE DEBRIS BLOWER, TRAILER	65700
SS-92-5	1992	TORO DEBRIS BLOWER (GROUNDMASTER)	NA
PE-98-067	1998	STIHL CHAIN SAW	NA
PE-98-050	1998	LAWN BOY MOWER	NA
PE-97-008	1997	BILLY GOAT BLOWER	NA
PE-96-075	1996	ECHO HAND HELD BLOWER	NA
PE-96-005	1996	LITTLE WONDER EDGER	NA
PE-95-009	1995	HONDA 1.5kW GENERATOR	NA
PE-93-035	1993	TANAKA TED 262 DRILL-GAS POWERED	NA
PE-93-006	1993	LAWN BOY PUSH MOWER	NA
PE-93-005	1993	(added 10) LAWN BOY PUSH MOWER	NA

PE-9	1990	ECHO BACKPACK BLOWER	NA
PE-85	1990	ECHO BACKPACK BLOWER	NA
PE-8	1990	JACOBSEN 3PNT BLOWER	NA
PE-399	1999	TORO SNOW BLOWER 724	NA
RM-338	1997	TORO 6700D FAIRWAY REEL	NA
RM-335	1988	TRIPLEX 216, 8 BLADE	NA
RM-334	1988	TRIPLEX 216, 8 BLADE	NA
RM-333	1988	TRIPLEX 216, 8 BLADE	NA
RM-322	1997	TORO 6700D FAIRWAY REEL	NA
RM-321	1997	TORO 6700D FAIRWAY REEL	NA
RM-320	1997	TORO 6700D FAIRWAY REEL	NA
RM-306	1988	TRIPLEX 216, 8 BLADE	NA
RM-305	1988	TRIPLEX 216, 8 BLADE	NA
RM-304	1988	TRIPLEX 216, 8 BLADE	NA
RM-212	2005	TORO 6700 FAIRWAY REEL, 7 BLADE,	NA
RM-210	2005	TORO 6700 FAIRWAY REEL, 7 BLADE,	NA
RM-209	2005	TORO 6700 FAIRWAY REEL, 7 BLADE,	NA
RM-208	2005	TORO 6700 FAIRWAY REEL, 7 BLADE,	NA
RM-207	2005	TORO 6700 FAIRWAY REEL, 7 BLADE,	NA
RM-206	2005	TORO 6700 FAIRWAY REEL, 7 BLADE,	NA
RM-205	2005	TORO 6700 FAIRWAY REEL, 7 BLADE,	NA
RM-201	1994	GREENS MOWER REEL, 11 BLADE	NA
RM-199	1994	GREENS MOWER REEL, 11 BLADE	NA
RM-155	2008	GREENS MOWER REEL,04611, 11 BLADE, DPA	NA
RM-154	2008	GREENS MOWER REEL,04611, 11 BLADE, DPA	NA
RM-153	2008	GREENS MOWER REEL,04611, 11 BLADE, DPA	NA
RM-112	2001	GREENS COMPACTING ROLLER UNIT. Was Hi 18	NA
GE-5	1988	CUSHMAN SPRAYER	NA
GE-360	2003	WANNER BOOM SPRAYER TRLR, 150GAL	64077
GE-31	1990	JOHN DEERE L&G TRACTOR	NA
GE-30	1990	TORO AERATOR, WALK BEHIND	54243
GE-29	1989	TORO AERATOR, WALK BEHIND	NA
GE-218	2002	DAKOTA TOP DRESSOR TOW BEHIND	64046
GE-155	2001	TOROGREENS MOWER 3100	64042
FC-93-001	1993	EARTH SAFE DUAL 500 GALLON FUEL CELL-DUAL PRODUCT	56272
MS-801	1998	CUSHMAN TRUCKSTER, LIQ, 4WHL	60860
MS-706	1997	CUSHMAN TRUCKSTER, LIQ, 4WHL	60328
MS-548	2005	KAWASAKI MULE, 3020,4WHL, LIQ, UT VH	64133
MS-52A	1988	(Do Not Repair) CUSHMAN, 3WHL, como golf	49790
MS-017	2000	CUSHMAN TRUCKSTER DIESEL, 3 WHEEL	61869
PE-08-038	2008	STIHL FS100RX WEED WHIP rpl pe02-052	NA
PE-08-029	2008	ATOM EDGER	NA
PE-07-068	2007	HANNEY ROE, WATER HOSE REEL ON SKID FOR CUSHMAN	NA
PE-11-028	2011	STIHL FS100RX WEED WHIP; (spare)	NA
PE-11-025	2011	FILLRITE FR701V GASOLINE DISPENSING PUMP FOR FUEL CELL	NA
PE-11	1990	JONSERED CHAIN SAW	NA
PE-08-048	2008	STIHL FS100RX WEED WHIP, SPARE, rpl97-070, @ McMurry	NA
PE-02-016	1997	COFFING HOIST/GORBEL JIB CRANE,1/2 TON, COMO GOLF	NA

MS-906	1999	KAW MULE, LIQ, 4WHL, RANGER	61832
LL-9	1988	OLATHE SWEEPER 48" HL	38402
H18-048	2005	CLUB CAR DS GOLF CART, UTILITY BOX, WINDSHEILD	64926
GE-94-3	1994	LELY SPREADER	57742
GE-94-2	1994	TORO GREENS MASTER 3100	57807
GE-93-3	1993	RYAN SPLIT SEEDER	57062
GE-93-2	1993	CUSHMAN SAND TRAP RAKE	56256
GE-701	1997	TORO FAIRWAY MOWER 6700D	60336
GE-603	1996	CUSHMAN SAND TRAP RAKE	59256
GE-602	1996	TORO GREENS MASTER 3100	59261
3-528	1996	FELLING TRLR,TILT,2WHL,6K,FT6-10	59270
3-435	1983	FORD LCG UTILITY TRACTOR,4610	36456

Location : Phalen
Golf

Unit Number	Vehicle Year	Vehicle Description	City Tag Number
3-415	1979	FORD TRACTOR CA-213 (on loan 03135)	27911
PM-001	2000	TORO 325-D, SD ROTARY MOWER	61889
PE-99-039	1999	LAWN BOY MOWER	NA
PE-98-096	1998	ECHO WEED WHIP	NA
VERTI 003	1994	GREENS MOWERVERTI-CUT REEL	NA
VERTI 002	1994	GREENS MOWERVERTI-CUT REEL	NA
VERTI 001	1994	GREENS MOWERVERTI-CUT REEL	NA
RM-032	1996	GREENS MOWER REEL, 11 BLADE added 05	NA
RM-029	1998	GREENS MOWER REEL, 11 BLADE	NA
RM-028	1996	GREENS MOWER REEL, 11 BLADE added 05	NA
RM-027	1998	GREENS MOWER REEL, 11 BLADE	NA
RM-024	1996	GREENS MOWER REEL, 11 BLADE added 05	NA
RM-023	1996	GREENS MOWER REEL, 11 BLADE	NA
RM-014	1996	GREENS MOWER REEL, 11 BLADE	NA
RM-013	1996	GREENS MOWER REEL, 11 BLADE	NA
RM-012	1996	GREENS MOWER REEL, 11 BLADE	NA
RM-010	1996	GREENS MOWER REEL, 11 BLADE	NA
RM-009	1996	GREENS MOWER REEL, 11 BLADE	NA
RM-006	1996	GREENS MOWER REEL, 5 BLADE	NA
RM-005	1996	GREENS MOWER REEL, 5 BLADE	NA
RM-004	1996	GREENS MOWER REEL, 5 BLADE	NA
PM-93-6	1993	TORO 325-D, SD ROTARY MOWER	56276
PE-09-059	2009	RAHN-FLEXSTEEL 12' DRAG, 3pnt.	NA
PE-09-055	2009	STIHL FS100RX WEED WHIP	NA
PE-09-054	2009	STIHL FS100RX WEED WHIP	NA
PE-09-043	2009	STIHL FS100RX WEED WHIP (spare)	NA
PE-09-003	2009	STIHL FS100RX WEED WHIP	NA
PE-12-042	2012	STIHL BG86 HAND BLOWER (spare)	NA
PE-12-026	2012	STIHL FS100RX WEED WHIP; (spare)	NA
PE-13-053	2013	HONDA / NORTH STAR TRASH PUMP, 2"	NA

PE-98-030	1998	BILLY GOAT BLOWER	NA
RM-343	1998	TORO 6700D FAIRWAY REEL (found 2009)	NA
RM-313	1998	TORO 6700D FAIRWAY REEL	NA
RM-312	1998	TORO 6700D FAIRWAY REEL	NA
RM-311	1998	TORO 6700D FAIRWAY REEL	NA
RM-310	1998	TORO 6700D FAIRWAY REEL	NA
RM-309	1998	TORO 6700D FAIRWAY REEL	NA
RM-308	1998	TORO 6700D FAIRWAY REEL	NA
RM-307	1998	TORO 6700D FAIRWAY REEL	NA
RM-300	1998	TORO 6700D FAIRWAY REEL	NA
RM-125	1996	GREENS MOWER REEL, 11 BLADE added 05	NA
RM-123	1996	GREENS MOWER REEL, 5 BLADE	NA
RM-122	1996	GREENS MOWER REEL, 5 BLADE	NA
RM-121	1996	GREENS MOWER REEL, 5 BLADE	NA
GE-495	2004	BROYHILL PRO SAND TRAP RAKE 3X3, SCARIFIER @ phalen 08-	64095
GE-18	1990	RYAN OVERSEED	54226
GE-160	2001	TORO GREENS MOWER 3100	64041
GE-13	1991	LELY SPREADER	53355
GE-021	2000	TORO GREENS MASTER 3100	61860
GE-002	1981	TORO SAND PRO	53847
FC-93-004G	1993	EARTH SAFE 500 GALLON FUEL CELL-GAS	-
FC-93-002D	1993	EARTH SAFE 500 GALLON FUEL CELL-DIESEL	56274
MS-705	1997	CUSHMAN TRUCKSTER, LIQ, 4WHL	60327
MS-550	2005	KAWASAKI MULE, 3020,4WHL, LIQ, UT VH, BALL PICKER	64131
MS-410	2004	KAWASAKI MULE, 3020,4WHL, LIQ, UT VH	64093
MS-409	2004	KAWASAKI MULE, 3020,4WHL, LIQ, UT VH	64092
MS-395	2003	CLUB CAR DS GOLF CART, WORK BOX (rpl 07)(was 5.Events)	NA
MS-30	1985	CUSHMAN, 3WHL	38316
PE-10-064	2010	STIHL MS362 CHAIN SAW, 18" BAR STIHL HT131 POWER PRUNER, TELESCOPING LONG	NA
PE-10-018	2010	RWEACH CHAIN SAW	NA
PE-02-042	2002	SPEEDAIRE AIR COMPRESSOR, 30GAL	NA
PE-00-066	2000	BALDOR GRINDER	NA
PE-00-044	2000	ECHO WEED WHIP	NA
MSPG-16	1997	EZ-GO UTILITY VEHICLE,UTILITY BOX	NA
MS-91-3	1991	CUSHMAN TURF RUNABOUT, 3WHL, GA-60	53350
MS-905	1999	KAW MULE, LIQ, 4WHL, BALLPICKER, club house KAWASAKI MULE 4 WHEEL UTILITY, LIQ. (belongs Rec.	61829
MS-011	2000	Mant.)	61871
H18-035	2005	CLUB CAR DS GOLF CART, UTILITY BOX, WINDSHEILD	64149
GE-975	2003	TORO `1250 MULTIPRO SPRAYER-UTV, 175gallon, used unit	65677
GE-803	1998	TORO GREENSMOWER 3100	61106
GE-607	1996	JACOBSEN BLOWER, 3PT	NA
GE-606	1996	TORO GREENS MASTER 3100 (replaced by GE-075) TURF/PRO. T-JET SPRAYER, Campbell/Haus-seld	59262
GE-604	1996	VT629002AJ, 15'	NA
3-607	1983	TORO 7 GANG, PARKMASTER, DRIVE RANGE	37162
3-525	2000	TOW MASTER TRLR 12', TILT,6K, 80"	NA
TA-029	2010	TORO PRO FORCE TURBINE DEBRIS BLOWER	NA

ATTACHMENT D

Nordic Ski at Como and Phalen Regional Park Golf Courses

Saint Paul Parks and Recreation coordinates high school Nordic (cross country) Ski at Como and Phalen Regional Park Golf Courses.

Annually, in October, Saint Paul Parks and Recreation meets with east metropolitan area high school cross country ski coaches and athletic directors, and cross country ski event organizers to schedule December through February (weather dependent) high school practices (daily Monday-Friday), meets (about 12+ meets and regional competitions), and 3-5 events.

Typically, Como Regional Park Golf Course has been the primary cross country ski meet/event site, and Phalen Regional Park Golf Course has been the secondary cross country ski meet/event site.

Saint Paul Parks and Recreation Ski Program maintenance staff (off-season golf maintenance staff) groom classic or skate style cross country ski trails on Como and Phalen Regional Park Golf Courses for public and event cross country skiing. Saint Paul Parks and Recreation owns and operates two pistenbullys, and a snowmobile with pull-along Tidd Tech.

No fee is charged to the public to cross country ski on Saint Paul Parks and Recreation golf courses.