



## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Parks & Recreation, 2015 Van Dyke Street, Maplewood, MN 55109 ("County") and Bradley R Behnke Golf Management LLC, 427 Glenmar Avenue, Mahtomedi, MN 55115, registered as a S Corporation in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from March 01, 2024 through December 31, 2028 and may be renewed for up to two (2) additional five-year period(s).

The full term of this agreement (including renewals) is 10 year(s), 0 month(s) and 0 day(s).

#### 1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

### 2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

#### 2.1.

The Contractor shall perform all duties necessary for the professional management and operation of Goodrich Golf Course (or "Property").

The Contractor shall provide all of the usual and customary pro shop services of a golf course professional ("Golf Professional") necessary to achieve a successful public golf course operation at Goodrich Golf Course ("Goodrich" or the "Course"). The Contractor will perform as an independent contractor and be responsible for managing and supervising the operation of the clubhouse and pro shop to ensure that quality service is provided to the public and that the services of the Golf Professional are performed in compliance with County policies and procedures.

#### **Rights, Duties, and Responsibilities of the Contractor**

The County grants to the Contractor the exclusive right to operate the golf course concession at the Goodrich Golf Course. Except as limited by this Agreement, the right includes collection of green fees; pro shop operation and sales; clubhouse food and beverage concessions; golf tournaments; parties; and facility rentals.

The Contractor shall make every reasonable effort to maintain sufficient staff, facilities and equipment to deliver the services. The Contractor shall inform the County in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement.

Services provided under this agreement will be provided by the key personnel for Bradley R Behnke Golf Management LLC at Goodrich Golf Course. Changes to the Contractor or Golf Professional positions must be approved in advance by the County, however the Contractor agrees that the General Contractor position will not change for the first two years of the

Agreement. Subsequently, any reduction of hours or other material changes to the existing Contractor is subject to approval by the County. The Contractor must notify the County of any reduction of hours or replacement of the Contractor by November 1 for the following year. The County may withhold consent if it determines that the quality or quantity of service required by this agreement will be decreased by the personnel change or reduction of hours.

The Contractor has the right and responsibility to purchase any and all equipment deemed necessary to perform pro shop operation and clubhouse food and beverage services, and to support the superintendent's work to maintain a high-quality golf course as prescribed by the County.

The Contractor has the right to contract with other vendors in the purchase of supplies and services in order to meet the terms and conditions of this agreement. Any such contracts shall be agreements of the Contractor, and neither the County nor any of its departments, offices, agents or employees shall be liable thereon. The Contractor shall ensure that all vendors of goods and services with which it deals and all persons whom it hires are advised that all contracts or agreements with such third parties are contracts or agreements of the Contractor and that neither the County nor any of its departments, offices, agents or employees shall be liable thereon.

The Contractor agrees that all costs associated with hiring personnel, and employ of outside vendors for supplies and services shall be borne solely by the Contractor. During the normal golf season, the Contractor shall maintain the exclusive right to the Goodrich Clubhouse for food and beverage service. The County may use the clubhouse for County sponsored events providing they do not conflict with other scheduled events and providing the County pay for expenses of said events. During the off-season, the County retains the right to operate the building to support winter recreation activities at its own expense. The County will notify the Contractor of any planned off-season recreational use prior to the end of the golf season.

The Contractor shall not acquire or have any property rights in the Property.

The Contractor shall not commit waste or damage to the Property. In the event the Contractor commits, threatens to commit, or permits any act or omission which may or will cause damage to the Property, the County may, after reasonable notice, enter onto the Property and take whatever actions it deems necessary and proper to prevent such waste or damage. If the County's actions require expenditures of funds associated with normal maintenance and operation of the Property, such expenditures shall be chargeable to the operation of the Property and the Contractor shall reimburse the County for its expenditures.

The Contractor shall perform maintenance function at a level that at a minimum meets the maintenance standards as set forth by the County and listed in Exhibit A, Maintenance Responsibilities. The County reserves the right to reasonably modify the minimum maintenance standards in order to comply with any present or future laws and regulations as well as local or industry changes.

The Contractor shall support the tree management program as described in Exhibit B, Ramsey County Ash Tree Management. The County is responsible for funding the execution of the tree management program.

The Contractor shall follow policies, rules and regulations set by the County including, but not limited to, the "Ramsey County Smoking and Commercial Tobacco Use Ordinance" which prohibits smoking of any substance and tobacco use, in any form, on Ramsey County owned properties by guests and employees. For more information go to <https://www.ramseycounty.us/your-government/ordinances-regulations/ramsey-county-smoking-and-commercial-tobacco-use-ordiance>.

The Contractor shall support the principles of the Audubon Cooperative Sanctuary Program for Golf, which is an education and certification program that helps golf courses protect the environment and preserve the natural heritage of the game of golf. Principles include chemical use and safety, wildlife and habitat protection, water conservation, water quality management, environmental planning, and outdoor education. More information can be found at <https://auduboninternational.org/acsp-for-golf/>. Additionally, the Contractor shall support County initiatives to protect pollinator habitats as outlined in County Board Neonicotinoids Resolution 2016-045.

The Contractor shall support the County with all federal, state and local laws, regulations and ordinances governing the use of pesticides. All pesticides will be applied under the supervision of the county's superintendent.

The Contractor shall make every effort to keep the golf course open for play at all times. The Contractor may close the golf course for improvements, weather delays or other reasonable purpose with reasonable or immediate notice to the County. However, if the Contractor unreasonably threatens to close the golf course or fails to open the course for play on any day during the season for which in the opinion of the County is reasonable to do so, the County may immediately assume operation of the course.

Except as otherwise provided herein, the maintenance and repair responsibilities for the clubhouse are defined in Exhibit A. The County shall be responsible for repair of County-owned equipment which has failed in the normal course of operation, and for replacement of County-owned equipment and assets according to the Ramsey County Comprehensive Capital Asset Management Preservation Plan (CCAMPP) as approved by the County. Repair and replacement of County-owned equipment and assets damaged as a result of negligence or improper use of operation by the Contractor, its employees, agents, or staff, shall be the responsibility of the Contractor. For the elimination of doubt, the words "users" and "Contractor" in the "Notes" column of Exhibit A include the Contractor, its employees, agents, and staff.

Repair and replacement of Contractor-owned equipment and furnishings shall be the sole responsibility of the Contractor.

Proposed improvements, alternations, repairs, or additions to be made by the Contractor must be approved by County prior to commencement. Once complete, said improvements, alterations, repairs, or additions shall become the property of the County. The Contractor shall provide the County with "as built" documentation for any structural capital improvements or irrigation system that may be installed by the Contractor. The Contractor shall accrue no rights of ownership or interest in the Property or improvements beyond the rights to operate as prescribed in this Agreement.

The Contractor shall not have the right to create or permit the creation of any lien attaching to the County's interest in the golf course, including but not limited to any lien resulting from any construction of capital improvements, alterations or additions.

The Contractor agrees to devote its full and best efforts to employment of a professional golf course operational team to be in attendance at Goodrich Golf Course during reasonable hours. The Contractor shall be present either in person or through assistants, on the golf course when the course is open for use by the public.

The duties and obligations of the Contractor contained in this Agreement may not be delegated, assigned or subcontracted out to another party either directly or indirectly without the written consent of the County, which may withhold consent at its sole discretion. No such delegation or subcontract, if approved by the County, shall relieve the Contractor of its obligations hereunder.

The Contractor shall be responsible for operating the Clubhouse at Goodrich Golf Course.

The Contractor shall provide all customary services provided by a golf professional, including but not limited to:

1. The Contractor is responsible for making and selling tee times in accordance with policies established by the County. The Contractor has the right to establish start times for tournaments, leagues, and groups. The Contractor is required to use the County's online reservation and Point of Sale system to record all Pro Shop transactions.
2. The Contractor will support golf industry initiatives to grow the game of golf.
3. The Contractor shall provide staff as necessary to assist with the start of play, golfer needs during play and act as ambassadors for the course and the County and creating friendly customer service practices.
4. The Contractor shall organize and recruit for Men's and Women's Goodrich Golf Course clubs as well as coordinating the club's golf events.
5. The Contractor shall rule on all golf disputes as to rules, regulations, and etiquette of golf on Goodrich Golf Course.
6. The Contractor shall maintain the Clubhouse and exterior of the clubhouse in a neat, clean, and orderly fashion. Public spaces, including but not limited to the Clubhouse and concessions must be kept clean, sanitary, and organized at all times. The Contractor shall be responsible for compliance with State and local health department codes, fees, and fines.
7. The Contractor shall provide food, beverage and snack bar concessions in the clubhouse and on-course.
8. The Contractor shall not permit the sale of beer or intoxicating liquor in a manner contrary to any law or ordinance of the provision of any applicable or required liquor license or permit.
9. The Contractor shall support the County's Waste Resource and Management program, Exhibit C. The County is responsible for the cost of disposal of trash.

#### **Liquor License**

The Contractor shall, at its sole expense, obtain the appropriate on-sale liquor license(s), if available, for the Goodrich Golf Course location and be responsible for maintaining the license during the term of this Agreement.

#### **The Rights and Responsibilities of the County**

The County shall be responsible for funding major capital improvements to the golf course. Funding of these projects is subject to annual approval and appropriations by the County Board. The County shall be responsible for maintaining the driveway and parking lot including sweeping, striping, major repairs, and snowplowing.

The County shall consult with the Contractor regarding ongoing performance of the employees of the Contractor. The Contractor will give the employee performance recommendations from the County serious considerations for rewards, discipline, and retention.

The County shall have the right to establish reasonable prices for all categories of green fees and motorized golf cart rental charges. The County agrees to work jointly with the Contractor to assess golf rates and present agreed upon recommendations for County Board approval.

Except as otherwise provided herein, the County agrees to pay all property and ad valorem taxes if levied.

The County agrees to monitor any regulatory changes to permits relating to water usage on the golf course and controlled by the city of Maplewood and the Department of Natural Resources (DNR). The County reserves the right to amend this Agreement to conform with such changes.

The County maintains the right to review financial records of the Contractor pertaining to the operation of Goodrich Golf Course under the terms and conditions of this Agreement. Such a review shall include, but not limited to expenditures for capital improvements, supplies, outside services, salaries, and benefits.

Services shall be provided at 1820 Van Dyke Street, Maplewood, MN 55109. If services are provided at any other locations, it shall be deemed an alteration of this Agreement that must be reduced to writing.

**2.2.**

During the term of the contract, the County reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

**2.3.**

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

**2.4.**

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

**3. Schedule**

Not applicable

**4. Cost**

**4.1.**

The County shall pay the Contractor the following unit rates:

a. Annual retainer half payable on January 15 of each year of the Agreement and half paid on March 15 of each year of the Agreement.

Retainer: Years 1-3: \$60,000, Years 4-7: \$65,000, Years 8-10: \$70,000

b. 10% of gross revenues (less sales tax) for green fees up to \$475,000 and 15% of such over \$475,000. The Contractor will receive 10% of the revenue, less sales tax, on cart rental up to \$162,500 and 15% of such over \$162,500. Payments shall be made in four (4) installments: from start of season through May 15, payable by June 15; from May 16 through July 15, payable by August 15; from July 16 through September 15, payable by October 15; from September 16 through end of season, payable by December 15.

c. Motorized cart handling fees of \$1.50 for each 18-hole and \$0.75 for each 9-hole full motorized golf cart rented, and half those amounts for half cart rentals. Payments shall be made in four (4) installments from start of season through May 15, payable by June 15; from May 16 through July 15, payable by August 15; from July 16 through September 15, payable by October 15; and from September 16 through end of season, payable by December 15.

The Contractor shall pay the County the following:

d. 10% of gross revenues (less sales tax) for facility rental fees and food and beverage sales up to \$50,000, and 5% for sales over \$50,000 in the clubhouse and on the golf course, payable July 15 for sales beginning of the season to June 30, and December 31 for sales from July 1 through remainder of season.

- e. The County shall not take a percentage of Pro Shop sales (including golf apparel, equipment or accessories).

The Contractor shall have exclusive right to any and all income derived from golf instruction completed by Contractor, rental of push cars or golf clubs for use at the Course, golf club repair service, and extraction of golf balls from water hazards on the Course.

#### **4.2. Season Pass Holders**

Season pass holders at other County golf courses have golfing privileges at Goodrich Golf Course. Similarly, season pass holders at Goodrich Golf Course have golfing privileges at other County courses. The Contractor shall keep verifiable 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.

#### **4.3. Financial Reporting**

By April 30 of each year, the Contractor shall deliver to the County a financial report certified by the Contractor which sets forth an income statement, balance sheet and gross sales made on or from Goodrich Golf Course during the previous fiscal year. Said report shall present fairly the financial position of the Contractor and its operations and cash flows for fiscal year and be in conformance with generally accepted accounting principles.

#### **4.4. Fourth Year Review**

Prior to each 5<sup>th</sup> year of the contract, the County and Contractor will review past financials to negotiate costs and revenues for the next 5-year term of the contract.

### **5. Special Conditions**

#### **5.1. Interchangeability of Terms**

For the purposes of this agreement, the terms "Contractor" and "Golf Professional" herein are interchangeable and are utilized as such.

#### **5.2. Fourth Year Review**

Prior to each 5<sup>th</sup> year of the contract, the County and Contractor will review past financials to negotiate cost and revenues for the next 5-year term of the contract.

### **6. Contracting for Equity**

#### **6.1. Commitment to Advancing Racial Equity**

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

## **6.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)**

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

## **6.3. Equal Employment Opportunity and Civil Rights**

### **6.3.1.**

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

### **6.3.2.**

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

### **6.3.3.**

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

#### **6.3.3.1.**

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

**6.3.3.2.**

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

**6.3.3.3.**

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

**6.4. Diverse Workforce Inclusion Resources**

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the websites below:

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through [askworkforcesolutions@ramseycounty.us](mailto:askworkforcesolutions@ramseycounty.us) or by calling 651-266-9890.

**7. General Contract/Agreement Terms and Conditions**

**7.1. Independent Contractor**

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

**7.2. Successors, Subcontracting and Assignment**

**7.2.1.**

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

**7.2.2.**

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

**7.2.3.**

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

**7.3. Compliance With Legal Requirements**

**7.3.1.**

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

**7.3.2.**

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

**7.4. Data Practices**

**7.4.1.**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

**7.4.2.**

The Contractor designates Bradley R. Behnke as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

**7.4.3.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

**7.5. Security**

**7.5.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

**7.5.2.**

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful

unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

#### **7.5.3.**

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

#### **7.5.4.**

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

#### **7.5.5.**

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

### **7.6. Payment Card Industry (PCI) Compliance**

#### **7.6.1.**

All Point of Interaction (POI) devices must meet the Payment Card Industry (PCI) PIN Transaction Security (PTS) requirements and be included in the PCI PIN transaction devices list. In order for these devices to transmit cardholder data on the Ramsey County network these devices must meet the PCI Point-To-Point Encryption (P2PE) standards.

### **7.7. Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

### **7.8. Contractor's Insurance**

#### **7.8.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement,

whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

**7.8.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

**7.8.3.**

Commercial general liability of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,000,000 personal injury and advertising liability.

**7.8.3.1.**

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

**7.8.4. Workers' Compensation**

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

**7.8.5.**

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

**7.8.6.**

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

**7.8.7.**

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

**7.8.8.**

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

**7.8.9.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

**7.8.10.**

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

**7.8.11.**

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

**7.8.12.**

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

**7.8.13.**

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

**7.9. Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

**7.10. Notices**

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

**County:**

Liz Flinn, Parks & Recreation, 2015 Van Dyke, Maplewood, MN 55109

**Contractor:**

Bradley R. Behnke, Golf Management LLC, 427 Glenmar Avenue, Mahtomedi, MN 55115

**7.11. Non-Conforming Services**

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**7.12. Setoff**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

**7.13. Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

**7.14. Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

**7.15. Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

**7.16. Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this

Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

## **7.17. Termination**

### **7.17.1.**

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

### **7.17.2.**

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

### **7.17.3.**

The County or Contractor may terminate this Agreement without cause upon giving at least sixty (60) calendar days written notice thereof to the other party. Such right of termination is subject to the following limitations:

1. The Notice of Termination must specify the date on which termination will be effective. Such effective date must be no fewer than sixty (60) calendar days from the date of the Notice of Termination.
2. If one party delivers a Notice of Termination after February 1 of any year this Agreement, regardless of the date of delivery, termination will not be effective until the end of the golf season as determined by the County.

The County may terminate this Agreement at any time for good cause shown. The County's Notice of Termination must specify the good cause for termination and allow Contractor ten (10) calendar days to cure the actions or omissions described in the Notice of Termination if Contractor fails to cure the actions or omissions described in the Notice of Termination. If Contractor fails to cure within ten (10) days, the termination will be effective twenty (20) days from the end of the cure period.

In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

## **7.18. Interpretation of Agreement; Venue**

### **7.18.1.**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

### **7.18.2.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

## **7.19. Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

## **7.20. Infringement**

### **7.20.1.**

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

### **7.20.2.**

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

## **7.21. Debarment and Suspension**

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

## **7.22. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

## **7.23. Entire Agreement**

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

## **8. Special Contract Terms and Conditions**

### **8.1. Damage by Fire or Other Casualty**

#### **8.1.1. Limited Damage to Clubhouse**

If all or part of the clubhouse is rendered untenable by damage from fire or other casualty which in the reasonable opinion of an architect selected by the County, can be substantially repaired under applicable laws and government regulations within 120 days from the date of such casualty, the County shall forthwith at its own expense, repair such damage other than damage to improvements such as furniture, chattels or trade fixtures owned by the Contractor, which shall be repaired forthwith by the Contractor at its own expense.

#### **8.1.2. Major Damage to Clubhouse**

If all or a substantial part of the clubhouse is rendered untenable by damage from fire or other casualty to such a material extent that in the reasonable opinion of an architect selected by the County, the clubhouse cannot be substantially repaired under applicable laws and governmental regulations within 120 days from the date of such casualty, then the County may elect not to repair the facility and notify the Contractor in writing not more than sixty (60) days after the date of such casualty. In the event the County elects not to repair, the Contractor shall have the option to terminate this agreement upon sixty (60) days written notice to the County. If the County elects to repair such damage, it shall do so at its own expense, except the Contractor shall repair or replace its own property.

### **8.2. Payment Card Industry Compliance**

**8.2.1.** The Contractor, in concert with the County approved merchant service provider, must comply with the Ramsey County Payment Card Handling Policy and Procedures and the most current standards established by the Payment Card Industry Data Security Standards Council (PCI DSS – <https://www.pcisecuritystandards.org/>). The contractor must comply with trainings and procedures including but is not limited to training Contractor's employees on the proper handling of cardholder information, including completion of the appropriate Annual Self-Assessment Questionnaire (SAQ), quarterly network scan by an Approved Scanning Vendor (ASV), and Attestation of Compliance Form (AOC) and forwarding the SAQ, quarterly scans and AOC to Ramsey County on a quarterly basis to corroborate compliance. The merchant service provider is contracted through Ramsey County for tee reservations and point of sale systems.

**8.2.2.** Ramsey County will provide tee reservation system and include point of sale system through a contracted provider with devices that are compliant with PCI PIN (PTS) requirements and be included in the PCI PIN transaction devices list. System and devices must meet the PCI Point-To-Point Encryption (P2PE) standards.

### **8.3 Point of Sale Device Networking**

**8.3.1.** Contractor, in collaboration and consultation with Ramsey County, shall utilize private internet service at Goodrich Golf Course, independent of the Ramsey County network. All

credit card processing activities shall occur on these private networks and not on Ramsey County's networks.

**8.3.2.** Contractor, in collaboration and consultation with the County, shall ensure the County approved merchant service provider account is linked to the bank account designated by Ramsey County.

**8.3.3.** Contractor shall work with the County approved merchant service provided to obtain PCI compliant credit card terminal / readers at Goodrich Golf Course.

## EXHIBIT A

# Goodrich Golf Course

## Maintenance Responsibilities

| <u>Item</u>                                                                                                        | <u>Resp.</u> | <u>Notes</u>                                                         |
|--------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------|
| Maintenance & repair of plumbing fixtures                                                                          | County       | Toilets, sinks, drinking fountains, etc - except if caused by users  |
| Maintenance & repair of plumbing equipment                                                                         | County       | Water heaters, air compressor, etc - except if caused by Manager     |
| Repair of electrical system                                                                                        | County       | Except if caused by Manager                                          |
| Re-painting per CCAMP schedule                                                                                     | County       |                                                                      |
| Touch-up painting as needed                                                                                        | Manager      |                                                                      |
| Regular cleaning of walls, display cases, public areas, bathrooms                                                  | Manager      |                                                                      |
| Replacement of doors/hardware per CCAMP schedule or mechanical failure                                             | County       |                                                                      |
| Repair of doors/hardware due to damage                                                                             | Manager      |                                                                      |
| Repairs to HVAC system                                                                                             | County       |                                                                      |
| Flooring replacement per CCAMP schedule                                                                            | County       |                                                                      |
| Flooring repairs due to damage                                                                                     | Manager      |                                                                      |
| Regular carpet/floor cleaning                                                                                      | Manager      |                                                                      |
| Repairs to walls/ceilings due to damage                                                                            | Manager      |                                                                      |
| Security system maintenance/repair                                                                                 | County       | Per Mar Security (includes fire alarm) - except if caused by Manager |
| Camera system maintenance/repair                                                                                   | County       | Convergent - except if caused by Manager                             |
| Maintenance of rooftop HVAC units                                                                                  | County       | Including filter changes                                             |
| Furnish/maintain/replacement of manager provided bar/concession appliances                                         | Manager      |                                                                      |
| Maintenance of fire sprinkler system                                                                               | County       | Yearly inspection                                                    |
| AED maintenance - batteries/testing                                                                                | Manager      | Replace batteries as needed; testing every 6 months                  |
| Fire extinguisher certification                                                                                    | County       | Yearly inspection                                                    |
| Maintenance of landscaping around buildings                                                                        | County       |                                                                      |
| Maintenance/replacement of LED light fixtures                                                                      | County       | Except if caused by Manager                                          |
| Light bulb replacement of standard, interior bulbs                                                                 | Manager      |                                                                      |
| Maintenance of manager-provided fireplace                                                                          | Manager      |                                                                      |
| Roof leak repairs                                                                                                  | County       | Except if caused by Manager                                          |
| Irrigation system maintenance and repairs, including well and pump periodic maintenance and seasonal winterization | County       |                                                                      |
| Irrigation system replacement per CCAMP schedule                                                                   | County       |                                                                      |
| Roofing/siding/window replacements per CCAMP schedule                                                              | County       |                                                                      |
| Plowing/salting/sanding/winter maintenance                                                                         | County       |                                                                      |
| Pavement replacement, including parking lot striping per CCAMP schedule                                            | County       |                                                                      |
| Cart path repairs and replacement per CCAMP schedule                                                               | County       |                                                                      |
| Golf course maintenance                                                                                            | County       | Tee boxes, greens, bunkers, fairways, range, etc                     |
| Parking lot light repairs and replacement                                                                          | County       |                                                                      |
| Course signage including tee signs                                                                                 | County       |                                                                      |
| Furnish/maintain/repair of manager provided internet/phone/technologies                                            | Manager      |                                                                      |
| Repair and CCAMP replacement of entrance sign and gates                                                            | County       | Except if caused by Manager                                          |



# Ramsey County Ash Tree Management Plan

A ten-year plan in response to the emerald ash borer infestation

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1/8/2020



## Introduction

This plan includes a system wide inventory, rating, and plan for ash tree removal or replacement in response to the effects of emerald ash borer (EAB) within the Ramsey County Parks & Recreation department's jurisdiction. The potential liability, environmental and aesthetic impacts dead ash trees will have within the park system drives the need for this plan. Spatial extents of this plan include areas within Ramsey County Parks & Recreation department property, including, and adjacent to, parking lots, picnic areas, playgrounds, structures, golf courses, and other high traffic recreational areas. This plan does not include trees in natural undeveloped portions of park property, as there are countless ash trees in these areas making management cost prohibitive, however, ash trees can be removed during future natural resources restoration projects if suitable with the restoration plan.

This plan proposes to proactively remove or replace priority ash trees, starting on sites near closely EAB infested areas. This approach will allow for removal or establishment of replacement trees prior to infestation, preventing clear cutting of infested or dead trees within these highly used active areas. The remove and replace approach have been calculated to be more cost effective than ongoing treatment and it allows for phasing and consistent pricing on tree replacement. Further delay of this plan will inevitably result in spread of the infestation, increased costs of removal and replacement tree stock over time plus an increasing danger of hazardous trees.

## Background

Emerald ash borer (EAB) is an insect that attacks and kills ash trees. It is spread through short distance natural flight and infested firewood transported long distance. The adults are small, iridescent green beetles that live outside of trees during the summer months. The larvae are grub or worm-like and live underneath the bark of ash trees. Trees are killed by the tunneling of the larvae under the tree's bark. EAB was first discovered in the U.S.A, in 2002 near Detroit, Michigan. In May 2009, the first cases of EAB were found in Minnesota within the City of St. Paul. The City of St. Paul and its' surrounding suburbs began creating management plans shortly after. Many cities are now nearing ten years of planning and management. EAB has now locally infested most areas of Ramsey County. In 2010 the Ramsey County Parks & Recreation department began taking inventory of ash trees throughout golf courses and recreational areas of the park system. Between the years 2010 – 2012 around 350 ash trees, located in parks and golf courses, were treated with Emamectin benzoate (trade name TreeAge). This treatment was effective for up to four years. Treatment of ash trees ceased after this initiative because of the high costs of ongoing treatment.

## Ash tree management

The options for ash tree management include remove or replace, chemical treatment and biocontrol agents.



Many counties and municipalities are implementing the removal or replacement of ash trees. Once an ash tree becomes infested with EAB, it generally takes 3 to 5 years for the tree to die. By removing these trees before mortality occurs reduces the number of dead and potentially hazardous ash trees. Also, the removal of these trees becomes much more dangerous when they are dead. Removal and replacement are shown to be the longest term, most cost-effective measure. Replanting with varying tree species will also increase resilience to future pests and pathogens.

Chemical treatments include a wide variety of insecticides with the most common being Imidacloprid. Treatments include soil injection, trunk injection, bark spray and canopy spray. The most common treatments are soil injections and trunk injections. The cost of these injections depends on the diameter of the tree and can cost anywhere from \$40 to \$126 per tree. These treatments need to be re-applied every 2 to 4 years. These chemical treatments have little to no effect once a tree is infested with EAB. If there is not enough overlap in treatments a tree may unknowingly be infested and perish even after a treatment is applied. Treatment within Ramsey County Parks & Recreation department parkland ceased after EAB became so widespread that protection became too expensive.

Biocontrol, which is administered by the Minnesota Department of Agriculture within the State of Minnesota, includes three parasitoid wasp species. Two species attacks the larval stage of EAB under the ash bark. The other species kills EAB eggs that are in bark crevices. These wasps are small like gnats and do not harm humans. They were selected by the U.S. Department of Agriculture's Animal and Plant Health Inspection Service (APHIS) and Forest Service and tested extensively to ensure that they will not negatively impact other species or the environment. APHIS rears these biological control agents at a specialized facility in Brighton, MI and provides them to states with EAB infestations (<https://www.mda.state.mn.us/plants/pestmanagement/eab/eabbiocontrol>). The Minnesota Department of Agriculture, in conjunction with the Ramsey County Parks & Recreation department, coordinates the release and research plots of biocontrol agents within several locations at Battle Creek Regional Park for the past four years. Biocontrol research continues throughout 30 other infested sites throughout the state.

### Recommended course of action

Given the proximity of known infestations and the ongoing climbing costs of treatments the viable option for the Ramsey County Parks & Recreation department is to implement the removal or replacement of ash trees within the system in an order of proximity to known infestations. Golf courses and active use park areas will be managed separately through the implementation process.

To plan for removal or replacement the Ramsey County Parks & Recreation department took an inventory of ash trees, which was completed in May 2019, see locations and inventory dates in [Appendix A](#). A spatial database of this inventory was created, and ash trees were prioritized in three categories:



1. Priority 1: removal and replacement of high priority trees
2. Priority 2: removal and replacement of medium priority trees following priority 1 trees
3. Priority 3: removal with no replacement of low priority trees

The number of trees and associated prioritization is shown in the table below and map of ash tree locations and known infestations can be found in [Appendix B](#).

| Number and prioritization of ash trees |                       |              |
|----------------------------------------|-----------------------|--------------|
|                                        | Active use park areas | Golf courses |
| Priority 1                             | 473                   | 156          |
| Priority 2                             | 165                   | 232          |
| Priority 3                             | 153                   | 170          |

#### Overall Cost

The removal or replacement of trees will be based on available funds and is expected to be completed over an ten-year period at a **total projected cost of \$733,688**. At this time, existing funding for ash tree removal or replacement includes \$6,870.23 for active use park areas and \$47,500 for golf courses. The source for these funds can be found in [Appendix C](#). The remaining funds required will need to be requested in a lump sum of \$679,318 or requested at the per year cost of implementation efforts shown in the table below.

|            | Yearly cost for active use park areas | Yearly cost of golf courses | Total yearly cost (park active use areas + golf courses) | Current available funds ( <a href="#">appendix C</a> ) |
|------------|---------------------------------------|-----------------------------|----------------------------------------------------------|--------------------------------------------------------|
| year one   | \$50,747                              | \$2,500                     | \$53,247                                                 | \$54,370                                               |
| year two   | \$58,747                              | \$63,266                    | \$122,013                                                |                                                        |
| year three | \$66,747                              | \$45,994                    | \$112,741                                                |                                                        |
| year four  | \$66,747                              | \$33,580                    | \$100,327                                                |                                                        |
| year five  | \$66,747                              | \$0                         | \$66,747                                                 |                                                        |
| year six   | \$66,747                              | \$0                         | \$66,747                                                 |                                                        |
| Year seven | \$66,747                              | \$0                         | \$66,747                                                 |                                                        |
| Year eight | \$66,747                              | \$0                         | \$66,747                                                 |                                                        |
| Year nine  | \$16,000                              | \$0                         | \$16,000                                                 |                                                        |
| Year ten   | \$8,000                               | \$0                         | \$8,000                                                  |                                                        |
|            |                                       |                             |                                                          |                                                        |
|            | Total active use park areas cost      | Total golf course area cost | Total cost                                               | <b>Total cost of EAB plan</b>                          |
|            | \$533,978                             | \$145,340                   | \$679,318                                                | <b>\$733,688</b>                                       |



Funding requests will be divided between regional and county funding requests based on the designation of the park or facility. 53% of the costs are borne on trees within regional parks leaving 47% of the costs for the county to fund. A table of tree numbers and DBH by park and regional versus county designation can be found in [appendix D](#). A break down per year and total funding request is in the table below.

| Plan year  | Yearly plan cost            | Regional funding request                       | County funding request                       |
|------------|-----------------------------|------------------------------------------------|----------------------------------------------|
| Year one   | \$53,247                    | \$28,221                                       | \$25,026                                     |
| Year two   | \$122,013                   | \$64,667                                       | \$57,346                                     |
| Year three | \$112,741                   | \$59,753                                       | \$52,988                                     |
| Year four  | \$100,327                   | \$53,173                                       | \$47,154                                     |
| Year five  | \$66,747                    | \$35,376                                       | \$31,371                                     |
| Year six   | \$66,747                    | \$35,376                                       | \$31,371                                     |
| Year seven | \$66,747                    | \$35,376                                       | \$31,371                                     |
| Year eight | \$66,747                    | \$35,376                                       | \$31,371                                     |
| Year nine  | \$16,000                    | \$8,480                                        | \$7,520                                      |
| Year ten   | \$8,000                     | \$4,240                                        | \$3,760                                      |
|            |                             |                                                |                                              |
|            | <b>Total EAB plan costs</b> | <b>Total EAB plan regional funding request</b> | <b>Total EAB plan county funding request</b> |
|            | <b>\$679,318</b>            | <b>\$360,039</b>                               | <b>\$319,279</b>                             |

The cost for removal and the grinding of stumps was determined using the Public Works-Environmental Division county tree contractor's current removal price of \$11.50 per diameter at breast height inch. The county tree contractor will be used for the removal process on parks and golf courses in coordination with the county forester. A contractor, to be determined, will be hired for providing tree stock, planting and three years of maintenance on active use park areas at a projected cost of \$650 per tree. Projected costs are \$250 per tree, \$100 per tree for planting, and \$300 for three years of maintenance per tree. Golf course personnel will plant and maintain replacement trees on golf courses, so the cost will only be for the nursery tree stock at a projected rate of \$250 per tree.

#### Park active use areas implementation and detailed cost

Removal within park active use areas will be initiated based on priority as identified in the survey plus proximity to EAB infestations. Trees identified as priority one will be removed first. Priority one site removal and replacements will be prioritized based on proximity to



existing infestations, current tree health, and danger to the public or infrastructure. Staff will also prioritize based on local knowledge and risks.

Trees will be cut, removed per [MDA guidelines](#), and stumps ground under a contract with the Public Works-Environmental Division or other contract. **This contract will go out for bid in 2021 meaning the cost per inch of diameter at breast height (DBH) removal will likely increase. Future increases are possible during the lifetime of this plan. Expediting any aspect of this plan will result in cost savings.** Removal of trees identified on park land or arena properties will occur as follows

1. Remove all priority one sites in Year one using a combination of existing funding
  - a. In order of priority sites are: Battle Creek, Biff Adams Arena, Ken Yackel Arena, Pleasant Arena, Parks Administration Building, Keller Park, Lake McCarrons Park, Beaver Lake Park, White Bear Lake Arena, Spoon Keller Launch, Gervais Lake Park, Tony Schmidt park, Lake Josephine Park, Island Lake Park, Owasso Park, Long Lake Park, Otter Boat Landing, Bald Eagle Boat Launch, Snail Lake Park, Turtle Lake Park, and White Bear Boat Launch
2. Remove all priority two sites in year two with requested funds
  - a. Battle Creek, Ken Yackel Arena, Parks Administration Building, Keller Park, Lake McCarrons Park, Beaver Lake Park, White Bear Lake Arena, Tony Schmidt park, Island Lake Park, Owasso Park, Long Lake Park, Bald Eagle Boat Launch, Snail Lake Park, Turtle Lake Park, Marsden Archery Range, and White Bear Boat Launch
3. Remove all priority three sites in year 3 with requested funds
  - a. Battle Creek, Ken Yackel Arena, Shoreview Arena, Vadnais Sports Arena, Parks Administration Building, Keller Park, Spoon Boat Launch, Lake Gervais County Park, Lake McCarrons Park, Beaver Lake Park, White Bear Lake Arena, Tony Schmidt park, Island Lake Park, Lake Josephine County Park, Long Lake Park, Bald Eagle Boat Launch, Snail Lake Park, Turtle Lake Park, and Marsden Archery Range

| Tree removal cost   | Total tree DBH in system (inches) | Total cost of Removal |
|---------------------|-----------------------------------|-----------------------|
| \$11.50/inch of DBH | 9,751 inches (estimated)          | \$117,978             |
|                     |                                   |                       |
| year one            | 96                                | \$14,747.25           |
| year two            | 96                                | \$14,747.25           |
| year three          | 96                                | \$14,747.25           |
| year four           | 96                                | \$14,747.25           |
| year five           | 96                                | \$14,747.25           |
| year six            | 96                                | \$14,747.25           |
| year seven          | 96                                | \$14,747.25           |



|            |    |             |
|------------|----|-------------|
| year eight | 96 | \$14,747.25 |
|------------|----|-------------|

Replacement trees will be replanted for priority one and two trees as funding is available for hire of a contractor. Priority three are generally on wood line edges and can be removed to allow for natural regrowth. Replacement tree locations may not necessarily be in the removed tree spot. Location is dependent on the best use of the tree, tree species, and will be directed by the planning division. Replacement will follow a longer time scale in order to evaluate the needs of the replacement location and ensure proper establishment of trees. Individual site planting plans will be created by the planning department as progress continues. These plans will be amended to this document. Tree species will be chosen from the list in [Appendix E](#) developed under consultation across county divisions with input from city ordinances ([Appendix F](#)). The department retains the right to add or deduct trees as it sees fit. Currently, there are no tree replacement ordinances required for removal of ash trees effected by EAB in Ramsey County. The Minnesota Department of Natural Resources does have guidelines that replacement trees no single tree family to make up more than 20% of total trees, 10% of one genera, or 5% of one species be planted in Ramsey County to protect from disease or climate change affecting a large number of landscape trees. While the department will aim for this diversity, it will procure as it sees fit given price and availability constraints. A combination of contractor and/or staff time will be used to complete the plantings. Trees will be broken into an equal amount of plantings over the next eight years.

| Average tree cost installed per tree | Total trees (priority 1 & 2 only) | Total cost of replacement |
|--------------------------------------|-----------------------------------|---------------------------|
| \$350                                | 640                               | \$224,000                 |
|                                      |                                   |                           |
| year one                             | 80                                | \$28,000                  |
| year two                             | 80                                | \$28,000                  |
| year three                           | 80                                | \$28,000                  |
| year four                            | 80                                | \$28,000                  |
| year five                            | 80                                | \$28,000                  |
| year six                             | 80                                | \$28,000                  |
| year seven                           | 80                                | \$28,000                  |
| year eight                           | 80                                | \$28,000                  |

In order to protect the investment of new trees, three years of maintenance is required. Maintenance will include but not limited to watering, amending soil, providing support, animal/pest protection, and replacing trees that do not survive. A combination of contractor and/or staff time will be used to complete the maintenance.



| Est. tree maintenance cost/year for 3 years | Total trees               | Total cost of maintenance |
|---------------------------------------------|---------------------------|---------------------------|
| Est. \$100/tree/year                        | 640 (priority 1 & 2 only) | \$192,000                 |
|                                             |                           |                           |
| year one                                    | 80                        | \$8,000                   |
| year two                                    | 160                       | \$16,000                  |
| year three                                  | 240                       | \$24,000                  |
| year four                                   | 240                       | \$24,000                  |
| year five                                   | 240                       | \$24,000                  |
| year six                                    | 240                       | \$24,000                  |
| year seven                                  | 240                       | \$24,000                  |
| year eight                                  | 240                       | \$24,000                  |
| year nine                                   | 160                       | \$16,000                  |
| year ten                                    | 80                        | \$8,000                   |

The table below shows the total costs associated with removal, replacement and maintenance for the active use park areas.

| Plan year  | Yearly cost for active use park areas           |
|------------|-------------------------------------------------|
| year one   | \$50,747.25                                     |
| year two   | \$58,747.25                                     |
| year three | \$66,747.25                                     |
| year four  | \$66,747.25                                     |
| year five  | \$66,747.25                                     |
| year six   | \$66,747.25                                     |
| Year seven | \$66,747.25                                     |
| Year eight | \$66,747.25                                     |
| Year nine  | \$16,000                                        |
| Year ten   | \$8,000                                         |
|            |                                                 |
|            | Total active use park areas cost over ten years |
|            | \$533,978.00                                    |

Golf course implementation and detailed cost

Golf courses include Goodrich, Keller, and Manitou Ridge golf courses. The Ponds at Battle Creek has no ash trees within its boundaries. Island lake golf course is under a contract agreement and will not be included at this time. Removal at the golf courses will be prioritized based on golf personnel's local knowledge of significant trees within the course layout and hazardous trees. Trees will be cut, removed per [MDA guidelines](#), and stumps ground under a contract with the Public Works-Environmental Division or other contract removal of trees.

1. Remove 162 trees at Keller year one using a combination of existing funding
2. Remove 184 trees at Keller, 58 at Goodrich, & 33 at Manitou in year two with requested funds
3. Remove 58 trees at Goodrich and 33 at Manitou in year three with requested funds
4. Remove 30 at Manitou in year four with requested funds

| Tree removal cost   | Total tree DBH in system | Total cost of Removal  |
|---------------------|--------------------------|------------------------|
| \$11.50/inch of DBH | 8,333 inches (estimated) | \$48,340               |
|                     |                          |                        |
| year one            | 162                      | \$0 (existing funding) |
| year two            | 275                      | \$26,766               |
| year three          | 91                       | \$16,744               |
| year four           | 30                       | \$4,830                |

Trees will be replanted by golf course personnel as funding is made available for nursery stock. Some replacement has already taken place at Goodrich Golf Course. Replacement tree locations may not necessarily be in the removed tree spot. Location is dependent on the best use of the tree, tree species, and will be directed by the golf course supervisor. Replacement will follow a longer time scale in order to evaluate the needs of the replacement location and ensure proper establishment of trees. Tree species will be chosen from the list below developed under consultation across divisions. The goal will be for no single species to make up more than 25% of total trees replaced to protect the course from disease or climate change affecting a large number of landscape trees. A combination of contractor and/or staff time will be used to complete the plantings.

1. Replace 10 trees at Keller in year one using a combination of existing funding
2. Replace the remaining priority 1 sites in year two with requested funds
3. Replace one-half of priority 2 sites in year three and four with requested funds



| Average tree cost | Total trees | Total cost |
|-------------------|-------------|------------|
| \$250 (installed) | 388         | \$97,000   |
|                   |             |            |
| year one          | 10          | \$2,500    |
| year two          | 146         | \$36,500   |
| year three        | 117         | \$29,250   |
| year four         | 115         | \$28,750   |

In order to protect the investment of new trees, three years of maintenance is required. Maintenance will include but not limited to watering, amending soil, providing support, animal/pest protection, and replacing trees that do not survive. Golf course personnel will complete tree maintenance, therefore no cost is budgeted for tree maintenance activities on golf courses.

The table below shows the total costs associated with removal and replacement for the golf courses.

| Year                                        | Total Budget Required |
|---------------------------------------------|-----------------------|
| year one                                    | \$2,500               |
| year two                                    | \$63,266              |
| year three                                  | \$45,994              |
| year four                                   | \$33,580              |
| Golf Course current<br>estimated cost Total | \$145,340             |

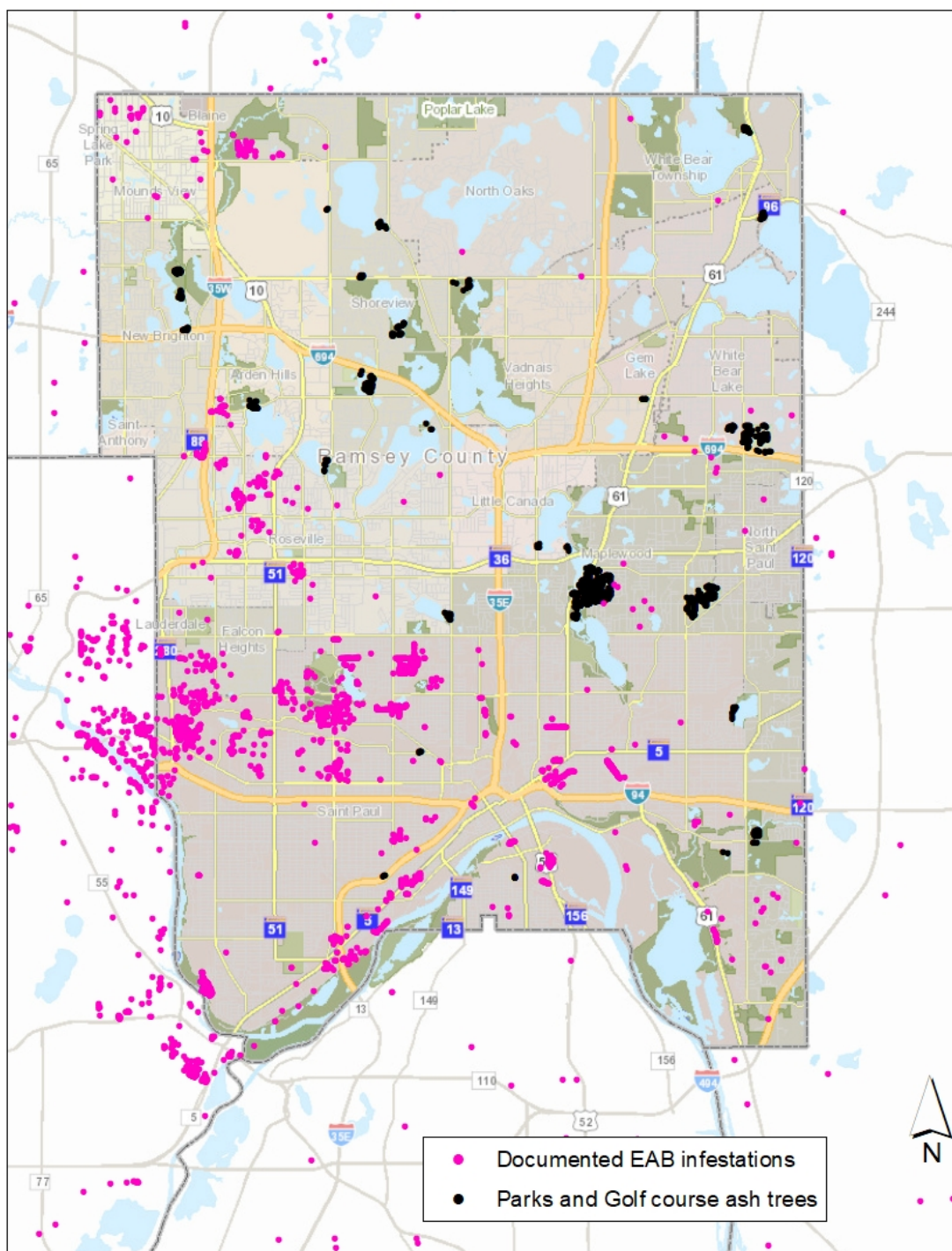


## Appendix A: Areas Surveyed

| Facility                                       | Date Surveyed                        |
|------------------------------------------------|--------------------------------------|
| Rice Creek North Regional Trail                | 12/18/2018                           |
| Long Lake Regional Park                        | 9/16/2018                            |
| Vadnais-Snail Lakes Regional Park - Snail Lake | Snail 11/05/2018 Vadnais-12/18/2018  |
| Tony Schmidt Regional Park                     | 9/4/2018                             |
| Keller Regional Park                           | 12/19/2018                           |
| Island Lake County Park                        | 11/29/2018                           |
| Lake Owasso County Park                        | 11/29/2018                           |
| Turtle Lake County Park                        | 12/18/2018                           |
| White Bear Lake County Park                    | 12/5/2018                            |
| Lake Josephine County Park                     | 11/29/2018                           |
| Lake Gervais County Park                       | 12/19/2018                           |
| Lake McCarrons County Park                     | 12/6/2018                            |
| Beaver Lake County Park                        | 12/6/2018                            |
| Bald Eagle - Otter Lakes Regional Park         | BE launch 8/2/2018; Otter 12/12/2018 |
| Battle Creek Regional Park                     | 1/4/19                               |
|                                                |                                      |
| Biff Adams Ice Arena                           | 3/16/2019                            |
| Oscar Johnson Ice Arena                        | 3/16/2019-None                       |
| Pleasant Ice Arena                             | 3/16/2019                            |
| Shoreview Ice Arena                            | 3/16/2019                            |
| Ken Yackel-West Side Ice Arena                 | 2/10/2019                            |
| Fairgrounds/Parks & Rec Building               | 1/20/2019                            |
| Goodrich Golf Dome/Aldrich Ice Arena           | 1/20/2019-with Admin building        |
| Marsden Archery Range                          | 1/20/2019                            |
| White Bear County Arena                        | 3/16/2019                            |
| Harding                                        | Trees being removed soon             |
| Ramsey County Parks & Rec Horseshoe Court      | 1/20/2019-included in Admin building |
| Vadnais Sports Center                          | 3/16/2019                            |
|                                                |                                      |
| The Ponds at Battle Creek                      | None                                 |
| Keller Golf Course                             | 2/1/2019                             |
| Island Lake Golf & Training Center             | Not participating                    |
| Manitou Ridge Golf Course                      | 2/14/2019                            |
| Goodrich Golf Course                           | 12/12/19-No DBH                      |



Appendix B. Documented EAB infestations and park/golf course ash tree locations





## Appendix C: Current Parks and Golf Courses Funding Sources

| <b><u>Parks Funding Sources</u></b>                 | <b><u>Available Amount</u></b> |
|-----------------------------------------------------|--------------------------------|
| Parks Diseased Tree Replacement (Fund 12707 431804) | \$5,571.00                     |
| Parks Maint. Lexus Hybrid Prog. (Fund 12707 431408) | \$1,299.23                     |
|                                                     |                                |
|                                                     |                                |
|                                                     |                                |
| <b>Totals Funding</b>                               | <b>\$6,870.23</b>              |

| <b><u>Golf Course Funding Sources</u></b>    | <b><u>Available Amount</u></b> |
|----------------------------------------------|--------------------------------|
| Keller Golf Course Operational Budget (2019) | \$22,500                       |
| CCAMP (2020)-for Keller                      | \$25,000                       |
|                                              |                                |
|                                              |                                |
|                                              |                                |
| <b>Totals Funding</b>                        | <b>\$47,500</b>                |



## Appendix D: Regional versus county funding source needs

| Facility                               | Total Trees | Total DBH |
|----------------------------------------|-------------|-----------|
| <b><u>Regional funding</u></b>         |             |           |
| Rice Creek North Regional Trail        | 0           | 0         |
| Long Lake Regional Park                | 146         | 1780      |
| Vadnais-Snail Lakes Regional Park      | 45          | 478       |
| Tony Schmidt Regional Park             | 31          | 404       |
| Keller Regional Park                   | 62          | 892       |
| Bald Eagle - Otter Lakes Regional Park | 28          | 442       |
| Battle Creek Regional Park             | 85          | 988       |
| <b><u>County funding</u></b>           |             |           |
| Island Lake County Park                | 80          | 1040      |
| Lake Owasso County Park                | 3           | 64        |
| Turtle Lake County Park                | 33          | 454       |
| White Bear Lake County Park            | 26          | 368       |
| Lake Josephine County Park             | 18          | 214       |
| Lake Gervais County Park               | 9           | 138       |
| Lake McCarrons County Park             | 24          | 326       |
| Beaver Lake County Park                | 13          | 244       |
| Biff Adams Ice Arena                   | 6           | 158       |
| Oscar Johnson Ice Arena                | 0           | 0         |
| Pleasant Ice Arena                     | 3           | 58        |
| Shoreview Ice Arena                    | 8           | 90        |
| Ken Yackel-West Side Ice Arena         | 8           | 190       |
| Fairgrounds/Parks & Rec Building       | 55          | 848       |
| Marsden Archery Range                  | 19          | 202       |
| White Bear County Arena                | 17          | 328       |
| Harding                                | 0           | 0         |
| Vadnais Sports Center                  | 5           | 45        |
| The Ponds at Battle Creek              | 0           | 0         |
| Keller Golf Course                     | 346         | 4894      |
| Island Lake Golf & Training Center     | N/A         | N/A       |
| Manitou Ridge Golf Course              | N/A         | N/A       |
| Goodrich Golf Course                   | 115         | 2416      |



## Appendix E: Replacement tree species

| <b>Common Name</b>     | <b>Family</b> | <b>Genus</b>       | <b>Species</b>                                        |
|------------------------|---------------|--------------------|-------------------------------------------------------|
| Beech                  | Fagaceae      | <i>Carpinus</i>    | <i>caroliniana</i>                                    |
| Catalpa                | Bignoniaceae  | <i>Catalpa</i>     | <i>speciosa</i>                                       |
| Buckeye                | Sapindaceae   | <i>Aesculus</i>    | <i>glabra</i>                                         |
| Oak-Swamp White or Red | Fagaceae      | <i>Quercus</i>     | <i>bicolor</i> or <i>Q. Rubra</i>                     |
| Maple Red and Sugar    | Sapindaceae   | <i>Acer</i>        | <i>rubrum</i> or <i>A. Saccharinum</i> (cultivar TBD) |
| Elm                    | Ulmaceae      | <i>Ulmus</i>       | <i>americana</i> x <i>St. Croix</i>                   |
| Hackberry              | Cannabaceae   | <i>Celtis</i>      | <i>occidentalis</i>                                   |
| Evergreen-TBD          | Pinaceae      |                    |                                                       |
| Kentucky Coffeetree    | Fabaceae      | <i>Gymnocladus</i> | <i>dioicus</i> x <i>Espresso</i> male cultivar        |
| River Birch            | Betulaceae    | <i>Betula</i>      | <i>nigra</i>                                          |
| Honeylocust            | Fabaceae      | <i>gleditsia</i>   | <i>triacanthos</i> (var. <i>intermiss</i> )           |
| *American Sweetgum     | Altingiaceae  | <i>Liquidambar</i> | <i>styraciflua</i>                                    |
| *Shagbark hickory      | Juglandaceae  | <i>Carya</i>       | <i>ovata</i>                                          |
| *American Beech        | Fagaceae      | <i>Fagus</i>       | <i>grandifolia</i>                                    |
| *Sycamore              | Platanaceae   | <i>Platanus</i>    | <i>occidentalis</i>                                   |
| *Yellowwood            | Fabaceae      | <i>Cladrastis</i>  | <i>kentukea</i>                                       |

\*denotes trees of higher numbered planting zones to address climate change adaptation



## Appendix F: Correspondence in regards to city tree ordinances

| <b>City</b>             | <b>Ordinance Reference</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maplewood               | <a href="https://library.municode.com/mn/maplewood/codes/code_of_ordinances?nodeId=COOR_CH18EN_ARTVENNARE_DIV3TR">https://library.municode.com/mn/maplewood/codes/code_of_ordinances?nodeId=COOR_CH18EN_ARTVENNARE_DIV3TR</a> and <a href="https://maplewoodmn.gov/DocumentCenter/View/15925">https://maplewoodmn.gov/DocumentCenter/View/15925</a><br>exempt when: Tree removal related to public improvement projects to existing roadways, sewers, parks, and utility/infrastructure work or repair.                                                                 |
| St. Paul                | None-please let Strehlow, Adam (CI-StPaul) <a href="mailto:adam.strehlow@ci.stpaul.mn.us">adam.strehlow@ci.stpaul.mn.us</a> know when removal is taking place. Appendix                                                                                                                                                                                                                                                                                                                                                                                                 |
| White Bear Township     | None-per Dale Reed <br>RE_ Ash tree removal.msg                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Shoreview               | <a href="https://www.shoreviewmn.gov/home/showdocument?id=16">https://www.shoreviewmn.gov/home/showdocument?id=16</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| New Brighton            | None- Contact Jim Veiman <a href="mailto:Jim.Veiman@newbrightonmn.gov">Jim.Veiman@newbrightonmn.gov</a> before<br><br>New Brighton Shade Tree Disease cutting                                                                                                                                                                                                                                                                                                                          |
| Roseville               | <a href="https://www.cityofroseville.com/DocumentCenter/View/23983/EAB-Fact-Sheet">https://www.cityofroseville.com/DocumentCenter/View/23983/EAB-Fact-Sheet</a><br><br>None-Just let Ryan Johnson know and remember construction hours<br><br>RE_ Ash Tree Removal.msg                                                                                                                                                                                                               |
| Vadnais Heights         | None per Katie Everett <br>RE_ Ash tree removal.msg                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| City of White Bear Lake | None-<br><a href="https://www.whitebearlake.org/sites/default/files/fileattachments/administration/page/1721/chapter_706.pdf">https://www.whitebearlake.org/sites/default/files/fileattachments/administration/page/1721/chapter_706.pdf</a> <br>RE_ Ash Tree Removal.msg                                                                                                                                                                                                          |
| Little Canada           | <a href="http://www.littlecanadamn.org/DocumentCenter/View/313/1701-Dutch-Elm-Disease-PDF?bidId=">http://www.littlecanadamn.org/DocumentCenter/View/313/1701-Dutch-Elm-Disease-PDF?bidId=</a>                                                                                                                                                                                                                                                                                                                                                                           |
| Arden Hills             | <a href="https://www.cityofardenhills.org/DocumentCenter/View/306/Tree-Preservation-Ordinance-Information?bidId=">https://www.cityofardenhills.org/DocumentCenter/View/306/Tree-Preservation-Ordinance-Information?bidId=</a> and <a href="http://library.amlegal.com/nxt/gateway.dll/Minnesota/ardenhills_mn/ardenhillsmncodeofordinances?f=templates\$fn=default.htm\$3.0\$vid=amlegal:ardenhills_mn">http://library.amlegal.com/nxt/gateway.dll/Minnesota/ardenhills_mn/ardenhillsmncodeofordinances?f=templates\$fn=default.htm\$3.0\$vid=amlegal:ardenhills_mn</a> |

## Exhibit C

### Waste Resource and Management

1. The County's top priority for waste management and the use of resources is to reduce the volume and toxicity of the waste produced in its operations. The Manager shall use County facilities, equipment and other resources in an environmentally responsible manner so that energy is conserved, and resources are sustained instead of depleted.
2. The Manager shall meet the following objectives in its day-to-day operations:
  - a. Foodservice waste shall be minimized. The Manager shall work with the County to identify waste reduction and reuse opportunities and develop strategies to implement them.
  - b. The separation of recyclables and organic materials from the foodservice waste stream, as directed by the County's recycling and organic management program, shall be maximized. *Recyclables* include: cardboard, recyclable paper, cans, glass and plastic food and beverage containers, and additional materials as identified by the County. *Organic materials* include: food waste (e.g. food preparation waste, plate waste expired or spoiled food and unserved edible food, non-recyclable paper and cardboard, wood waste and additional materials identified by the County. Separation of recyclables and organic materials from the foodservice waste stream includes training food service staff on what types of materials are acceptable, placing recyclables and organic materials in the appropriate collection containers provided by the County, preparing recyclables and organic materials for storage and shipment (e.g. flattening cardboard boxes) and transferring recyclables and organic materials to storage areas designated by the County, as appropriate.
  - c. The use of garbage disposals to grind and sewer food waste will be minimized and eliminated, wherever possible.
  - d. Unless otherwise provided by the County's recycling and organics management program, grease and fat shall be disposed of in separate containers that will be stored in the trash compactor room and shall be removed as per arrangement between the successful bidder and a designated grease and fat recycling vendor.
  - e. Residual foodservice waste not accepted in the County's recycling and organics management program shall be transferred and placed in the compactor or other disposal equipment.
  - f. The Manager shall keep the loading dock or loading area free of obstructions and in a state of cleanliness that meets the satisfaction of the Department of Health.