

AGREEMENT BETWEEN RAMSEY COUNTY AND LANCER HOSPITALITY FOR MANAGEMENT AND OPERATION OF KELLER GOLF COURSE CLUBHOUSE

This is an agreement between Ramsey County, Minnesota, a political subdivision of the State of Minnesota on behalf of the Ramsey County Parks and Recreation Department, 2015 North Van Dyke Street, Maplewood, MN 55109 ("County") and Blue Bell Enterprises, LLC, 1415 Mendota Heights Rd., Mendota Heights, MN 55120 ("Manager").

WHEREAS, In October 2012 the County began a major construction project at Keller Golf Course located at 2166 Maplewood Drive in St. Paul that included construction of a new Keller Golf Course Clubhouse and major renovation of the golf course, with a scheduled reopening of the facility on November 1, 2013 ("Project"); and

WHEREAS, Following the issuance of a Request for Proposals ("RFP") for management and operation of the Keller Golf Course Clubhouse and related concession services, the Ramsey County Board of Commissioners approved an Agreement with the Manager for an initial term through September 30, 2012, and authorized the County to negotiate a long-term contract with the Manager in anticipation of opening a new Clubhouse in 2013; and

WHEREAS, A long-term Agreement has been negotiated based on the Manager's proposal and the opportunities created by the development of the new Clubhouse; Now, Therefore

The County and the Manager enter into this Agreement under the following terms and conditions:

I. Term of Agreement

The term of this Agreement shall be from the date of final execution of this Agreement through December 31, 2023 ("Term").

II. General Duties of Manager

A. Operation of Food and Beverage Services

1. The County hereby grants to Manager the exclusive right to provide the following services (the "Services") at the Clubhouse as described in the Keller Clubhouse floor plan which is attached hereto as **Attachment A** and adjoining golf course (collectively the "Services Property"), and the Manager covenants and agrees to exercise the full Services rights granted herein and will provide such Services at all times at the Services Property during the term of this Agreement and any extension thereto, subject to the terms and conditions of this Agreement.

a. The Manager shall have the exclusive right and obligation to provide food and beverage at all retail outlets and vending machines located on or within the Services Property. The parties

shall mutually agree on the quantity of, and locations for, portable carts, fixed kiosks, vending machines and/or any other permanent or temporary points of sale.

- b. The Manager shall have the exclusive right and obligation to provide Catering Services (as defined herein) at the new Clubhouse, including Alcoholic Beverage Services (as defined herein). "Catering Services" for purposes of this Agreement shall mean all sales and services for food and beverage provided to a use for a specific catered event at the Clubhouse, and may include Alcoholic Beverage Services and the provision of food, beverages, flowers, equipment, linens, personnel, and similar items and services. "Alcoholic Beverage Services" shall mean the sale and serving of alcoholic beverages at the Services Property in connection with the Services.
2. provide ongoing management and administrative services as are usual and customary for the efficient operation of the Services, all as more specifically set forth in this Agreement.
3. market and promote the Clubhouse for private parties, wedding receptions, business luncheons and banquets, as specifically set forth in this Agreement. The Manager and the County shall coordinate all other marketing efforts as appropriate.
4. operate and manage the Clubhouse in a manner equal to the standard of Services for other public golf courses in the Minneapolis/St. Paul metropolitan area offering similar menus and services. The Manager shall operate the kitchen, restaurant, banquet, meeting rooms, bar/patio and other portions of the Clubhouse in such a manner as to make the Clubhouse serviceable and attractive to patrons and the public generally. The Clubhouse will be made available by the Manager for private parties, wedding receptions, business luncheons and banquets, consistent with the terms and conditions of this Agreement.
5. in a manner equal to the standard of Services for other public golf courses in the Minneapolis/St. Paul metropolitan area offering similar menus and services, provide sufficient labor, supervision, supplies and inventory and shall exercise such modern business practices as to ensure the proper and efficient operation of the Clubhouse. The Manager shall not hinder or interfere with the general operation of Keller Golf Course, nor with the public's use or enjoyment thereof in the operation and conduct of its business and activities under this Agreement. The

Manager and County shall agree upon areas for the storage of the Manager's supplies and inventory, which shall be provided at no cost to the Manager and shall constitute the sole storage of such storage space available to the Manager; provided, however, that County shall also provide indoor storage, maintenance and repair space for food/beverage carts owned by the Manager at no cost to the Manager.

6. work in collaboration with the County and its Golf Professional(s) in the operation of the Clubhouse during special events and tournaments taking place at the Keller Golf Course. The Golf Professional(s) will provide the Manager a list of events/tournaments; will refer tournament organizers to the Manager to assist with planning and coordination of the tournament; and will give the Manager full access to tee sheets and shall cooperate with and provide all other information reasonably necessary to the Manager to allow the Manager to effectively plan for and provide appropriate staffing to meet customer expectations.
7. from May 1 through September 30 (the "Golf Season") keep the Clubhouse open for business from 6:30 am to 9:30 pm except when the golf course is closed to public use. During times other than the Golf Season ("Shoulder Season"), the hours of operation and the services offered at the Clubhouse will be determined in good faith by the Manager. Notwithstanding the foregoing, when the public is reasonably unable to play golf on the golf course (e.g., darkness, cold or inclement weather), the County and the Manager may alter the hours of operation of the Clubhouse. The Clubhouse may be opened earlier and remain open later at any time throughout the calendar year to accommodate scheduled events, but only within the legally allowed time limits.
8. at its expense, procure and maintain all licenses and permits reasonably required for the operation of the Clubhouse in accordance with this Agreement. Upon request, the County shall execute such documents and instruments and take such action as may be reasonably required to assist the Manager in obtaining such licenses and permits. In operating the Clubhouse, the Manager shall comply with all applicable federal, state and local laws, rules and regulations, including, without limitation, all health codes and standards. The Manager shall have food safe serve certifications.
9. at its sole cost and expense, obtain an on-sale liquor license for the Clubhouse and mobile concessions cart and be responsible for maintaining the license during the term of this Agreement. In the event that the Manager is denied or loses a liquor license, and is unable to

subcontract with a qualified vendor that holds a liquor license that can meet the Manager's contractual obligations under this Agreement, the County may immediately terminate this agreement for cause.

10. not erect, install or maintain any signs, advertising media, product logo displays or other signs upon the Clubhouse facility or in the vicinity thereof without obtaining the advanced written consent of the County, which shall not be unreasonably withheld or delayed. Any expense for signage which is approved by the Director of Parks and Recreation shall be paid for by the Manager. Notwithstanding the foregoing, the Manager shall be permitted to display product identification and promotional signage at points-of-sale, as approved by the Director of Parks and Recreation.
11. not make alterations to the Clubhouse without the prior written approval of the County.
12. at its sole cost and expense, be responsible for booking and servicing private parties, wedding receptions, business luncheons and banquets at the Clubhouse, provided, the Manager shall cooperate with the County in scheduling such events to avoid conflicts with special events and tournaments scheduled at Keller Golf Course. The Manager agrees to permit use by the County of such banquet and meeting rooms at the Clubhouse to the extent such facilities are not reserved for revenue-generating events, such as wedding receptions and private parties, and further provided that the County's use is no more than 45 days from the date of notice. Any County use of the Clubhouse shall be at no charge, and shall be approved by the Director. The County shall be liable for any and all food, beverage, cleaning and staffing costs associated to or arising out of such use.
13. not sell or make available clothing or other similar merchandise or promotional items at the Clubhouse, except as it specifically relates to the Services, without the prior written consent of the Director of Parks and Recreation, which shall not be unreasonably withheld. The Manager understands and agrees that it shall not sell or make available such merchandise that directly competes with the merchandise sold by the golf course pro shop.
14. disclose in each Monthly Report any agreements and/or transactions with vendors or suppliers involving barter arrangement in which goods or services are exchanged for other goods and services ("trade-outs") or other similar transactions in connection with the Clubhouse operations.

The Manager shall not permit or cause any such trade-outs involving the use of the golf course without the express consent of County.

15. provide the Services in accordance with the provisions of the General Terms and Conditions, attached hereto and made a part of this Agreement as **Attachment B**.

B. Clubhouse Staffing

1. The Manager shall be solely responsible for the recruitment, training, employment, performance, review and compensation of adequate personnel to meet the staffing needs for the operation of the Clubhouse.
2. All persons performing the Services shall be the sole and exclusive employees and/or agents of the Manager and shall be paid by the Manager. In connection with the employment of Clubhouse employees during the Term, the Manager shall accept full and exclusive liability for all applicable social security, unemployment, workers' compensation or other employment taxes or contributions of insurance, and all employee benefits, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, unemployment insurance, and workers' compensation. The Manager shall pay prevailing wages in accordance with the provisions of **Attachment B** and state statute. The Manager shall provide the County, upon reasonable request, certified payroll records to ensure compliance with the above-identified federal and state requirements and the County's prevailing wage requirement.
3. The Manager shall not discriminate against any Clubhouse staff or applicants for staffing positions in violation of Chapter 363 of the Minnesota statutes, or any other applicable state, federal or local law, regulation or ordinance. The Manager shall be an equal opportunity employer and shall comply with all applicable provisions of federal and state law regarding equal employment opportunity.
4. The Manager is responsible to ensure employee dress code and appearance clean and presentable. All employees at the Clubhouse shall conduct themselves courteously in their relations with the public.
5. The Manager shall comply with the provisions of the Federal Immigration Reform and Control Act of 1986, or any amendments thereto or successor legislation thereof.

6. The Manager shall notify the County in writing of the name of the Clubhouse General Manager. The Manager shall notify the County in writing in advance if possible of any change in the Clubhouse General Manager position and shall provide the County the name and resume of the person proposed to fill the position. The Manager shall consider all County comments regarding substitute personnel.
7. All Clubhouse employees and all other persons providing services related to the operation of the Clubhouse under the terms of this Agreement, including persons engaged in the delivery of supplies and merchandise to the Clubhouse, shall be provided such ingress and egress to the Clubhouse as deemed necessary and appropriate by the Manager without prior consultation with the County.

C. Recordkeeping

1. Maintenance of the books and records reflecting the Clubhouse's operations shall be prepared by and be the sole responsibility of the Manager. Such books and records shall be prepared on an accrual basis and shall be in accordance with generally accepted accounting principles as uniformly applied and modified for the operation of facilities such as the Clubhouse. Such books and records shall be made available to the County for inspection and copying during the normal hours of business of the Manager upon reasonable notice.
2. The books and records of the Clubhouse shall be kept by the Manager on the basis of a fiscal year ending December 31st. Upon request by the County at any time throughout the term of this Agreement, the Manager shall permit the County to inspect and copy the financial records for the Clubhouse operations.
3. On or before the twentieth (20th) day of each month, the Manager shall deliver to the Director of the County Parks and Recreation Department in accordance with the notice provisions of this Agreement, an operating statement setting forth the results of Clubhouse operations for the preceding calendar month and the fiscal year-to-date with a comparison to the same year-to-date performance for the prior Contract Year (the "Monthly Report"). The Monthly Report shall clearly set forth the gross sales from Clubhouse operations, and taxes, commissions and other costs/expenses deducted from the gross sales to establish Net Sales for purposes of Section III.A. below, for the reporting month and fiscal year-to-date. The Monthly Report shall be in a form mutually agreed upon by the parties.

4. The County shall have the right to, at its expense, audit and inspect the Manager's books and records related to the sales, operations, inventory and employees and/or agents of the Clubhouse, provided that such audit or inspection shall not unreasonably interfere with the Manager's operations at the Clubhouse.
5. The Manager shall retain for six (6) years after the expiration or earlier termination of this Agreement all reports, books and records relating to the operation of the Clubhouse for such Contract Year and shall retain a duplicate copy thereof at a secure off-site location. The Manager shall inform the County of the location of such records and the County reserves the right to examine and copy such reports, books and records at any time upon reasonable notice.

III. Compensation to the County

A. Percentage of Net Sales

1. The Manager shall compensate the County an amount equal to twelve percent (12%) of the Manager's monthly Net Sales. Net Sales shall be defined as the dollar aggregate of the gross sales amount collected for the Services, less applicable sales taxes and:
 - a. All taxes imposed upon the receipts that are payable by the Manager to the taxing authority;
 - b. Gratuities, service charges if any, received in conjunction with the Manager's provision of the services;
 - c. Refunds to customers; and
 - d. Uncollected amounts for Catering Services.
2. Net Sales shall be calculated whether paid in the form of cash, check, or debit or credit card.

B. Payment

The compensation shall be payable to the County on the 20th day of the month following the month for which compensation is being paid. Monthly payments shall be accompanied by the unaudited statement of gross receipts as described in paragraph III. A. of this Agreement.

IV. Furnishings and Equipment

A. Provision by the County

The County will provide:

1. kitchen equipment as illustrated on the Kitchen Floor Plan and Equipment Specifications, attached hereto and made a part of this Agreement as **Attachment C**, provided, however, that the total cost of the kitchen equipment purchases shall not exceed \$285,000 (the "Kitchen Allocation"). In the event that the actual bids for Kitchen Equipment exceed this amount, the County will consult with the Manager to reduce or modify the equipment schedule in order to stay within the budget appropriation.
2. all furniture for the main level entry lobby, and grill room consistent with the design plan illustrated on **Attachment A**.
3. all fixed audio visual equipment as identified in **Attachment A**.
4. all office furniture, as shown on **Attachment A**.
5. all grill room and patio furniture necessary to provide an outdoor dining and lounge experience.
6. conference tables and chairs for the pre-function area.

B. Provision by the Manager

The Manager will provide:

1. all tables, chairs for the ballroom and cocktail tables for the pre-function area. The quantity shall be sufficient to maximize the use of the Clubhouse for a variety of events. Tables and chairs shall be new and of a quality consistent with furnishings provided by the County for other areas of the Clubhouse, but in no event shall the Manager be obligated to expend more than Fifty-Five Thousand Dollars (\$55,000) to purchase said items. The County reserves the right to review and approve tables and chairs selected by the Manager.
2. portable beverage bars to effectively service the ballroom and the ballroom patio area; portable dance floor.
3. at the Manager's discretion, additional audio visual equipment in order to accommodate special events and activities beyond the scope of audio visual services provided by the County.

4. the Manager shall retain title to all the items purchased pursuant to this paragraph B.

C. General Maintenance and Operations Duties

1. The County shall be responsible for all plumbing connections, and regular preventative maintenance of all drain lines for the Clubhouse and Services Property. The Manager shall be responsible for any repairs or maintenance required as a result of the ~~sole~~ negligence or willful misconduct of the Manager and/or the Manager's employees or agents. Subject to the foregoing, the County shall be responsible for all routine repairs and maintenance at its sole expense.
2. The County shall be responsible for repairing electrical service and devices up to and including the main power panels. The Manager shall be responsible for any repairs or maintenance required as a result of the negligence or willful misconduct of the Manager and/or the Manager's employees or agents. The County shall be responsible for providing and maintaining natural gas supply lines up to and including the shut off valve in the kitchens. The Manager shall be responsible for maintaining natural gas supply lines from the shut off valve to appliances.
3. The Manager, at the Manager's cost and expense, shall be responsible for the routine cleaning of the exhaust hoods, fans, ducts and flues associated with the kitchen operation, including, but not limited to, grease removal, and a professional deep cleaning of the exhaust hoods.
4. The County shall be responsible for painting and touching-up of walls. The Manager is responsible for cleaning all walls, display cases, and common public areas within the Services Property.
5. The County shall repair and refinish all service doors at the Clubhouse and Services Property unless such work is required due to the negligence or willful misconduct of the Manager and/or the Manager's employees or agents, in which case such work shall be at the Manager's cost and expense. The Manager shall maintain all such doors in a clean and sanitary condition.
6. The County shall be responsible for all structural maintenance and repairs, including repairs to HVAC systems, floors, membranes, walls, ceilings and for maintaining kitchen exhaust and ventilation systems, including exhaust hoods, fans, ducts and flues; provided, however, the Manager shall be responsible for any repairs required as a result of the ~~sole~~-negligence or willful misconduct of the Manager and/or the

Manager's employees or agents, in which case such work shall be at the Manager's cost and expense.

7. The County shall be responsible for the cost and expense to repair and maintain all elevators (if any) unless such repair or maintenance is due to the negligence or willful misconduct of the Manager and/or the Manager's employees or agents, in which case such work shall be at the Manager's cost and expense.
8. Except as otherwise provided herein, the Manager will be responsible for routine and scheduled maintenance of all furnishings and equipment regardless of ownership, located within the Clubhouse. The County will be responsible for repair and replacement of County-owned furnishings and equipment that has failed in the course of normal operation. Repair of damaged furnishings and equipment resulting from improper use and operation by the Manager, its employees, agents or staff, or by authorized or permitted licensees regardless of ownership, shall be the Manager's responsibility. Repair of damaged furnishings and equipment resulting from improper use and operation by the County, its employees, agents or staff, or by authorized or permitted licensees regardless of ownership, shall be the County's responsibility.

V. Utilities

A. Natural Gas, Electricity, Sewer and Water

The County and the Manager will each be responsible for fifty percent (50%) of the cost of natural gas, electricity, sewer and water for the Clubhouse but excluding electricity costs for golf cart charging. County shall be responsible for the cost of natural gas, electricity, sewer and water relating to operations outside of the Clubhouse, including, but not limited to, exterior lighting, restrooms located outside of the Clubhouse and golf course maintenance. The County will invoice the Manager for its share of the utilities on a monthly basis upon receipt and consolidation of invoices from the various utility companies. The Manager shall reimburse the County within 30 days of receipt of the invoice. County shall provide copies of invoices from the various utilities to the Manager.

B. Security Alarm Services

The County shall pay the monthly cost of security alarm services except that those false alarm charges incurred as a result of the Manager's actions shall be the responsibility of the Manager. Provided that the Manager is provided with the opportunity to resolve or remedy the false alarm before false alarm charges would otherwise be incurred, the County will bill the Manager for any false alarm charges on a monthly basis upon receipt of invoices from the security company

and/or a responding law enforcement authority. The Manager shall reimburse the County within 30 days upon receipt of invoice.

C. Telephone, Internet, Cable/Satellite Television Services

The Manager shall be responsible for and pay all costs associated with telephone, internet, and cable/satellite television services. The County may provide the Manager with County network access in order to coordinate business communications between the County, the Keller Golf Course Professional and the Manager.

VI. Golf Tournament Policy

A. Priority for Golf

The Manager and the County agree that the primary function of the Keller Clubhouse is to serve the golfing public; however, on Friday and Saturday evening and nights, the primary function of the Clubhouse shall be for catered events. The priority for use of the facility during the Golf Season is to support golfing activities; therefore, it is understood that non-golf-related bookings by the Manager for use of the Clubhouse that are not scheduled for a Friday or Saturday evening or night will not preempt or conflict with golf-related bookings on the same day. The Golf Professional shall, within fifteen (15) days of execution of this Agreement, provide the Manager with a list of dates to hold for annual events historically booked for golf events (the "Event Disclosure"). To the extent that the Manager books non-golf-related events on the dates which are not listed in an Event Disclosure, such event shall have priority over subsequently scheduled golf-related events. With respect to events booked by Manager that are scheduled to occur on a Friday or Saturday evening or night, Manager may book such events eighteen (18) months in advance of such date and such events shall be given priority over all subsequently scheduled golf-related events. For events not occurring on a Friday or Saturday evening or night, Manager may book such events up to twelve (12) months in advance of such date, and provided that such booking does not conflict with an event listed in an Event Disclosure, the event booked by Manager shall have priority over all subsequently scheduled golf-related events. The Manager will solicit and market potential golf events, shall coordinate all golf events with the Keller Golf Course Professional, and shall periodically submit a schedule of golf events to the County. Regardless of the event, golf related or not, the general golfing public may not be precluded from using the bar/grill area, bar/grill patio and primary restroom facility during regular business hours.

B. Charges and Assessments

1. In order to encourage golf tournaments to fully utilize all Clubhouse functions and services, the County will, as part of its tournament policy, impose a \$7 per person minimum assessment for food and beverage.

2. The Manager may negotiate directly with the golf event sponsor to provide additional services to participants at a cost mutually acceptable to the event sponsor and the Manager.
3. With the consent of the Manager, which shall not be unreasonably withheld or delayed, the County may waive the golf tournament assessment for tournaments or events.
4. When the assessment for golf tournaments is applied, the Manager shall sufficiently staff the Clubhouse and mobile concession carts to accommodate the tournament and maximize services to the participants.

C. Menu

The Manager shall develop and submit a golf event menu and a banquet menu to the County's Director of Parks and Recreation for prior review and approval. The Manager shall obtain County approval prior to making changes to the approved menus. The Manager shall also develop and post at the grill area a menu consistent with the standard menus at similarly sized public golf course club houses in the Twin Cities metropolitan area.

VII. Operation

A. Methods of Operation

The Manager shall conduct the operation of the Clubhouse in such a manner as to not bring criticism upon the County. The Manager shall not permit the sale of beer or intoxicating liquor in a manner contrary to any law or ordinance, or the provision of any applicable liquor license or permit. The Manager shall operate the Clubhouse strictly in conformity with federal, state and local laws and ordinances.

B. Prices

The Manager shall at all times have in plain view in the Clubhouse a price list or printed schedule of prices of all available commodities and services. The Manager shall make available an attractive menu including prices to groups or organizations for tournament banquets, parties or other events. All prices shall be competitively priced with similarly sized public golf courses offering similar services within St. Paul and Minneapolis metropolitan area. The Manager shall, at its sole cost, be responsible to maintain adequate inventory for all items sold in the Clubhouse.

C. Marketing

The Manager is responsible for all costs associated with the marketing and promotion of Keller Golf Course and Clubhouse for events. The Manager shall use a variety of marketing strategies including, but not be limited to, brochures,

website, Facebook, Twitter, attendance at bridal shows and other shows and events to enhance awareness and exposure for Keller Golf and Clubhouse Services. The County will work in partnership with the Manager to help promote Keller Golf Course and Clubhouse programs and services; the Manager will provide to the County rental and booking information to assist the County in such efforts. The County will refer all rental inquiries to the Manager.

VIII. Cleaning

A. Daily Cleaning

The Manager is responsible for daily cleaning of the entire Clubhouse. The Manager shall at all times keep the building in a clean and sanitary condition and shall comply with all state health laws and local health department regulations. The County will define acceptable standards based on performance by the Manager. Such standards shall include monthly cleaning of all windows, light fixtures and woodwork. Manager shall also provide all supplies for the restrooms.

B. Garbage Removal and Recycling

The Manager is responsible for garbage removal and recycling of bottles and cans throughout the year. This includes removing bottles, cans, paper cups, wrappers and other debris on a daily basis. Separate trash and recycling containers are provided by the County for the Manager to use. The County has a trash hauler under contract to pick up trash and recycling on a regular basis and is responsible for the cost of trash hauling and recycling. The Manager shall place all trash and recyclable items in the containers provided by the County. The County is responsible for litter control outside of the building and around the golf course.

C. Snow Removal

The County is responsible for snow removal in the parking lots and walkways around the Clubhouse. To the extent known, the Manager shall provide the County a schedule of all snow season Clubhouse rentals; however, the parties acknowledge that events may be scheduled without significant advance notice. To the extent that such events are scheduled, the Manager will provide as much notice as possible to County regarding such event.

IX. Damage by Fire or Other Casualty

A. 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 and approved by the Manager, can be substantially repaired under applicable laws and governmental regulations within 120 days from the date of such casualty (employing normal construction methods without overtime or

other premium), the County shall forthwith at its own expense, repair such damage other than damage to improvements such as furniture, fixtures, or equipment owned by the Manager, which shall be repaired forthwith by Manager at its own expense. Except that, if the damage is caused by the ~~sole~~ negligence or willful misconduct of Manager, its employees, or agents, the Manager shall be responsible for the cost to repair the damage not to exceed one hundred thousand dollars (\$100,000).

B. Major Damage to Clubhouse

1. 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 and approved by the Manager, the Clubhouse cannot be substantially repaired under applicable laws and governmental regulations within 120 days from the date of such casualty (employing normal construction methods without overtime or other premium), or if repairs would exceed a total of \$250,000, then either party may elect to terminate this agreement as of the date of such casualty by written notice delivered to the other party not more than sixty (60) days after the date of such casualty.
2. The County at its option may at its own expense repair such damage or replace the Clubhouse, not including damage to property owned by the Manager, which, provided that the Manager does not terminate this Agreement pursuant to the immediately preceding paragraph, shall be repaired or replaced by the Manager at its own expense. Except that if the damage to the Clubhouse was caused by the negligence or intentional misconduct of the Manager and/or the Manager's employees, or agents, the Manager shall be responsible for the cost of repairing the property not to exceed one hundred thousand dollars (\$100,000).

C. Limitation on County's Liability

Except as specifically provided herein, there shall be no reduction of compensation to the County and the County shall have no liability to Manager by reason of any injury to or interference with the Manager's business or property arising from fire or other casualty, howsoever caused, or from the making of repairs resulting therefrom in or to any portion of the Clubhouse. Notwithstanding anything contained herein to the contrary, compensation payable by the Manager to the County hereunder shall not be abated if the damage is caused by the ~~sole~~ negligence or willful misconduct of the Manager and/or the Manager's employees or agents.

XI. Special Conditions

A. Termination

1. Default by the Manager

- a. The Manager acknowledges that the terms, conditions and requirements set forth in this Agreement are material inducements to the County to enter into this Agreement. The County shall have the right to terminate this Agreement if the Manager violates any material terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the County.
- b. In the event that the County exercises its right of termination under this paragraph, the County shall give written notice to the Manager specifying the reasons therefore.
- c. The Manager shall have a period of not less than thirty (30) calendar days to remediate the deficiencies or cure the default identified in the written notice ("Cure Period").
- d. If the Manager fails to remediate the deficiencies or cure the default by the end of the Cure Period, this Agreement shall immediately terminate. Provided, however, in cases of deficiency or default not reasonably susceptible to cure within the thirty day Cure Period, termination shall not take place if the Manager commences action to cure such failure during the Cure Period and continues such action with due diligence until the failure is cured.
- e. Upon termination, the Manager shall take all actions necessary to discontinue further commitments of funds to this Agreement.

2. Default by the County

- a. The Manager shall have the right to terminate this Agreement if the County violates any material terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement.
- b. The Manager shall give the County written notice of termination specifying the reasons therefore.
- c. The County shall have a period of not less than thirty (30) calendar days to remediate the deficiencies or cure the default identified in the written notice ("Cure Period").

- d. If the County fails to remediate the deficiencies or cure the default by the end of the Cure Period, this Agreement shall immediately terminate. Provided, however, in cases of deficiency or default not reasonably susceptible to cure within the thirty day Cure Period, termination shall not take place if the County commences action to cure such failure during the Cure Period and continues such action with due diligence until the failure is cured.
3. Without Cause
Either the County or the Manager may terminate this Agreement without cause upon giving at least ninety (90) days written notice thereof to the other party. In such event, the Manager shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.
4. Upon expiration or early termination:
 - a. The County shall have all rights and responsibilities for such activities and events and the Manager shall have no rights to any revenues generated or to be generated from activities and events already booked at the Clubhouse following the date of termination;
 - b. The Manager shall:
 - 1) provide complete records of all activities and events already booked at the Clubhouse following the date of termination;
 - 2) remit to the County all revenue previously received for activities and events already booked at the Clubhouse following the date of termination.
 - 3) return the premises to the County in the same condition of cleanliness and repair as it was upon the effective date of this Agreement, except for reasonable wear and tear.
 - 4) The Manager shall return all County-owned furniture, fixtures and equipment and other personal property to the County in the same condition of cleanliness and repair as it was upon the effective date of this Agreement, except for reasonable wear and tear, but not excepting breakage.
 - 5) Immediately remove, at its own expense, all of its goods and effects and other items of personal property and equipment. Any goods, personal property or equipment remaining after the date of expiration shall become the property of the County.

B. Survival

The provisions of Sections III., IX., and X.A. of this Agreement and of Sections 2, 11, 13, and 17 of **Attachment B** shall survive the termination of this Agreement.

C. Binding Agreement/Assignment

1. This Agreement shall be binding upon and inure to the benefit of the Manager and the County, their respective legal representatives, successors, and assigns.
2. The duties and obligations of the Manager 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 consent may be withheld in the County's sole discretion. No such delegation or subcontract, if approved by the County, shall relieve the Manager of its obligations hereunder.

D. Notices and Communications

1. All notices and other communications provided for in this Agreement shall be in writing and shall be personally delivered or sent by a reputable private commercial courier service or sent by United States registered or certified mail, postage pre-paid, return receipt requested, to the Parties at the following addresses until such time as written notice of a change of address is delivered to the other party:

If to the County: Ramsey County Parks and Recreation Department
2015 N. Van Dyke Street
Maplewood, MN 55109
Attention: Greg Mack, Director

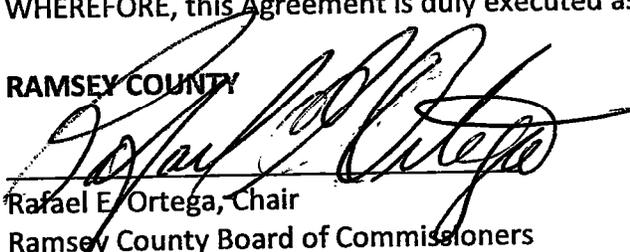
If to Manager: Lancer Hospitality
1415 Mendota Heights Road
Mendota Heights, MN
Attention: Glenn Baron

2. Any such notice personally delivered or delivered by courier service shall be deemed to be given, delivered, or made upon receipt of the same by the party to whom the same is to be given, delivered or made. Any such notice sent by certified or registered U.S. mail shall be deemed to be given, delivered or made two (2) business days after deposit thereof in the United States mail.
3. The representative of the County and the Manager shall maintain open lines of communication concerning Clubhouse operations and shall mutually schedule regular meetings of officials from both parties for the

purpose of coordinating the activities of the Clubhouse and to address any matters in connection therewith.

WHEREFORE, this Agreement is duly executed as of the last date written below.

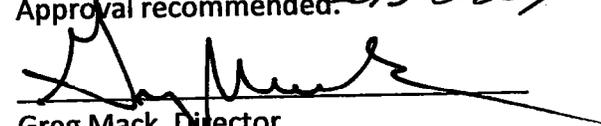
RAMSEY COUNTY


Rafael E. Ortega, Chair
Ramsey County Board of Commissioners

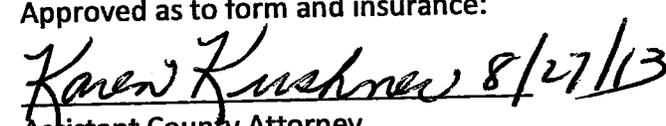

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date: 8/28/13

Approval recommended: 2012-105
2013-229


Greg Mack, Director
Parks and Recreation Department

Approved as to form and insurance:


Karen Kushner 8/27/13
Assistant County Attorney

BLUE BELL ENTERPRISES, LLC.

By: 

Print Name: Glenn Baron

Title: President

Date: August 6, 2013

purpose of coordinating the activities of the Clubhouse and to address any matters in connection therewith.

WHEREFORE, this Agreement is duly executed as of the last date written below.

RAMSEY COUNTY

Rafael E. Ortega, Chair
Ramsey County Board of Commissioners

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval recommended:

Greg Mack, Director
Parks and Recreation Department

Approved as to form and insurance:

Assistant County Attorney

BLUE BELL ENTERPRISES, LLC.

By: 
Print Name: Glenn Baron
Title: President

Date: August 6, 2013

Keller Club House Floor Plan

GENERAL TERMS AND CONDITIONS

1. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Manager as the employee of the County for any purpose or in any manner whatsoever. The Manager is an independent contractor and neither it, its employees, agents, nor representatives are employees of the County. From any amounts due the Manager, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Manager.

2. Indemnification

Except as otherwise specifically provided in this Agreement, the Manager 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 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 negligent acts or omissions or willful misconduct of the Manager, its officials, agents or employees, in the execution, performance, or failure to adequately perform the Manager's obligations.

3. Insurance

1. The Manager shall purchase and maintain such insurance as will protect the Manager from claims which may arise out of, or result from, the Manager's operations under this Agreement, whether such operations are by the Manager 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.

2. The Manager shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the County throughout the term of this Agreement.

2.1 Commercial General Liability Insurance including contractual liability

- 2.1.1 \$ 1,500,000 per occurrence
- \$ 2,000,000 general aggregate
- \$ 2,000,000 products/completed operations total limit
 Including products relinquished for consumption on site
- \$ 1,500,000 personal injury and advertising liability
- \$1,000,000 dram shop liability

- 2.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.
- 2.1.3 Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Manager, using ISO endorsement form CG 20 26 or the equivalent.
- 2.2 Automobile Insurance
 - 2.2.1 Coverage shall be provided for hired, non-owned and owned auto.
 - 2.2.2 Minimum limits: \$1,000,000 combined single limit.
- 2.3 Workers' Compensation and Employer's Liability
 - 2.3.1 Workers' Compensation as required by Minnesota Statutes
 - 2.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
- 2.4 Fire and All-Risk Property Insurance
 - 2.4.1 Coverage shall be written on a replacement cost basis for any personal property of the Manager at the Premises.
 - 2.4.2 Coverage under the policy shall be extended to provide legal liability coverage for property of the County in the Manager's care, custody or control using form CP0040 or its equivalent. The legal liability is limited to \$100,000.
 - 2.4.3 The Manager hereby waives and releases the County, its employees, agents, officials, and officers from all claims, liability and causes of action for loss, damage to or destruction of the Manager's property and loss of income resulting from fire or other perils covered in the standard property insurance coverage. The Manager agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the County.
- 3. All certificates of insurance shall provide that the insurance company gives the County thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
- 4. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Manager to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
- 5. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Manager shall not occupy the Premises until the Manager

has obtained the required insurance and filed an acceptable Certificate of Insurance with the County. Copies of insurance policies shall be submitted to the County upon request.

6. Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, limits, or exceptions on liability.
7. 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.

4. Non-Assignability

The Manager shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the County.

5. Non-Conforming Services

The acceptance by the County of any non-conforming 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.

6. Equal Employment Opportunity

The Manager agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or requested by the County, the Manager shall furnish a written affirmative action plan.

7. Workforce Diversity

The Manager shall make good faith efforts throughout the term of this Agreement, and any extensions thereof, to employ persons of color for all classifications of work under this Agreement, and shall, when requested by the County, submit a written report to the County regarding the efforts and results of such efforts, including employment by job classification.

8. Respectful Workplace and Violence Prevention

The Manager shall make all reasonable efforts to ensure that the Manager's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined in the Ramsey County Respectful Workplace and

Violence Prevention Policy, means 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.

9. Subcontractor Payment

The Manager shall pay any subcontractor within ten days of the Manager's receipt of payment from the County for undisputed services provided by the subcontractor. The Manager shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Manager shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Manager must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

10. Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of the Manager's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or 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.

11. Compliance With Applicable Law

The Manager agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Manager's performance of the provisions of this Agreement. It shall be the obligation of the Manager to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

12. Audit

Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Manager, upon written request, shall make available to the County, the State Auditor or the County's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Manager relating to this Agreement.

13. Prevailing Wage

- a. The Manager and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to

be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction.

- b. For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.
- c. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

14. Conflict of Interest

The Manager affirms that, to the best of the Manager's knowledge, the Manager's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Manager agrees that, should any conflict or potential conflict of interest become known to the Manager, the Manager will immediately notify the County of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the County whether the Manager will or will not resign from the other engagement or representation.

15. Waste Reduction

The Manager shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

16. 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 duly signed by both parties.

17. Interpretation of Agreement; Venue

This 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.

18. Prompt Payment

Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

19. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Kitchen Floor Plan and Equipment Specifications



CERTIFICATE OF LIABILITY INSURANCE

PRCA

DATE (MM/DD/YYYY)
08/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Associated Financial Group 12600 Whitewater Drive Minnetonka, MN 55343	(952) 945-0200	CONTACT NAME: PHONE (A/C, No, Ext): 952-945-0200 233	FAX (A/C, No): 952-945-9477
		E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: LANCMAN-02	
INSURED Lancer Holding Company, Inc. Lancer Management Services, Inc. 1415 Mendota Heights Rd Mendota Heights, MN 55120	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Wausau Underwriters Ins Co		26042
	INSURER B : Liberty Mutual		
	INSURER C : SFM Mutual Insurance Company		11347
	INSURER D : Employers Insurance Co of Wausau		21458
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		TB2791458599073	02/01/2013	02/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ASJZ91458599023	02/01/2013	02/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000						TH7Z91458599033 02/01/2013 02/01/2014 AGGREGATE \$ 7,000,000 \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		51146302	02/01/2013	02/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	D Liquor Liability						TOCZ914585990413 02/01/2013 02/01/2014 \$1,000,000 per occurrence \$2,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Keller Golf Course, 2166 Maplewood Drive, St. Paul, MN
 Ramsey County, its officials, employees, and agents, are added as additional insured on a primary basis, per form LG31590907, as required by written agreement.

CERTIFICATE HOLDER Ramsey County Parks and Recreation Attn: Angela Mens-Eastman 2015 N. Van Dyke Street Maplewood, MN 55109	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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