

EXHIBIT A
PROPERTY MAP

Please see map at page 44A.

139-63

139-62

02

03

139-36

1" = 600'

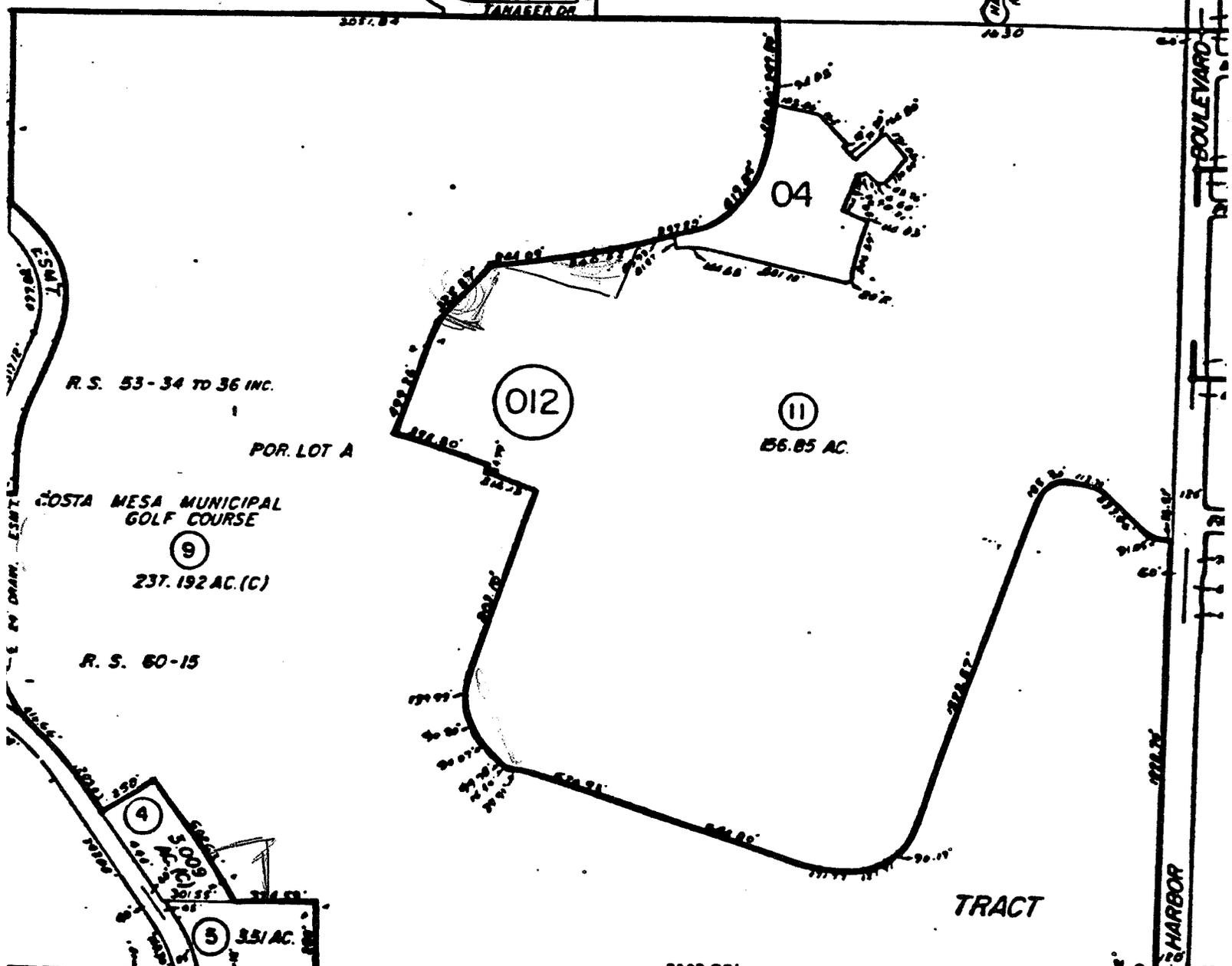
HARBOR (ORANGE ST)

GOLF COURSE DRIVE

TANAGER DR

BOULEVARD

HARBOR



22-36

422-37

NOTE ASSESSOR'S BLOCK &
 PARCEL NUMBERS
 SHOWN IN CIRCLES

THIS MAP WAS PREPARED FOR ORANGE
 COUNTY ASSESSOR DEPT. PURPOSES ONLY.
 THE ASSESSOR MAKES NO WARRANTY AS TO
 ITS ACCURACY NOR ASSUMES ANY LIABILITY
 FOR OTHER USES. NOT TO BE REPRODUCED
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 COUNTY OF ORANGE ASSESSOR.

BOOK 420 PAGE 01
 COUNTY OF ORANGE

EXHIBIT B
GOLF COURSE MANUAL

*Superseded
by Attachment
2 of Amend-
ment 1.*

A. General:

1. The following activities are prohibited on CITY golf course grounds or facilities as authorized by the City Manager (or in the case of the Concessionaire, by their contract):
 - a. Storage of private or personal property.
 - b. Solicitation of any kind.
 - c. Circulation or posting of handbills, petitions, advertising matter, promotional material and literature.
 - d. Selling of any goods, ware, or merchandise.
 - e. Carrying or discharging any firearm, air gun, sling shot, or fireworks of any kind.
 - f. Use of the golf course for any other purpose than to play golf in the accepted manner.
2. Alcoholic beverages or soft drinks may be taken on the golf course, only in paper cups or cans, and only if purchased from authorized concession facilities.
3. Throwing trash (paper cups, candy wrappers, etc.) anywhere on the golf course is prohibited.
4. It shall be unlawful for any person to loiter, linger, or loaf on the premises of any CITY golf course, and unauthorized persons are not permitted.
5. Dogs, cats, or other animals shall not be brought on the golf course under any circumstances.
6. Picnicking or recreational play, other than golf, is prohibited.
7. Overnight or day camping is not allowed on any part of the golf course.
8. Cars must be parked in designated parking areas only, and overnight parking in the parking lot is not allowed.
9. Reserved parking may be provided for the Golf Course Manager, Starters, Golf Professional, and Clubhouse Concessionaire, within the Clubhouse parking area.

10. If necessary, local City Police Department may be called upon for assistance in enforcing these regulations.

B. Dress Code:

1. Swim trunks, bathing suits or robes are not allowed in the Clubhouse or on the golf course.
2. Shirts must be worn on the golf course at all times.
3. Undershirts, tank tops, or halter tops are not allowed.
4. Short shorts, cutoffs, and jogging shorts are not acceptable.
5. Shoes worn on the golf course must be appropriate for golf.

C. Golf Play:

1. United States Golf Association (U.S.G.A.) Rules of Golf and posted local rules will govern play at all times.
2. No play is allowed on any golf course which has been closed for any reason by the Golf Course Manager or his designated representative.
3. All players must be registered with the Starter before playing any part of the golf course.
4. All players must have a current cash register receipt or a valid daily ticket in their possession during play.
5. Practicing anywhere on the golf course at any time is prohibited. Players must use the driving range, putting green, and other designated practice facilities of practice.
6. When sufficient players are registered, four persons will be scheduled in each playing group on tee #1 and/or tee #10 as applicable.
7. Only one foursome at a time is permitted on the first or tenth tee without prior permission of the Director of Community Services.
8. No more than four players may play together in the same group without prior permission of the Director of Community Services.

9. Unless prior permission is given, golfers will tee off only between the appropriate tee markers. Ladies - red; men's regular - white; championship - blue.

10. Holes must be played in sequence and a golfer in the wrong fairway must give way to players playing that hole.

11. No more than one golfer shall play out of one bag. Each player must have his/her own set of clubs.

12. It is the responsibility of each player to replace divots, rake and smooth traps, and repair ballmarks or other damage on the greens.

13. In the interest of all players must play without delay, and all players must keep their place on the course or allow following players to play through.

14. The City Manager reserves the right to cancel playing permits for individuals or organizations using CITY golf course facilities if at any time conditions justify such action.

15. Golfers may be refused playing privileges or they may be removed from the golf course for:

a. Submitting false information for purpose of securing golf privileges.

b. Playing golf without purchasing a greens fee ticket or registering with the Starter.

c. Obvious inability to play golf and to maintain their position on the course.

d. Intoxication, disorderly conduct, use of abusive or profane language, or other behavior detrimental to the normal and orderly operation of the golf course.

e. Failure to comply with the existing rules and regulations governing golf play, practice, operation of golf cars or pull carts, personal conduct, and appropriate dress.

D. Golf Cars and Hand Carts:

1. General Information:

a. Golf cars will be available for rental through the concessionaire.

b. 90° Cart Rule: Carts are to be kept in the rough until you are opposite your ball. Make a 90° turn onto the fairway. After your shot return to the rough area and proceed

c. Golf cars are not permitted on the putting greens or on the fee off areas.

d. During inclement weather when the golf course is wet, frozen, or muddy, golf cars

will not be allowed on the course. The decision as to when the golf cars are restricted will be made by the Golf Course Manager and/or his designated representative.

e. No more than two bags and two riders are permitted on a golf car at any time.

f. Golf cars must be kept at least thirty (30) feet from greens and tees, and at least ten (10) feet away from sand traps when not on a paved cart path.

g. Hand carts must not be taken over aprons, greens, tees, sand traps, or other areas between the green and traps surrounding the green.

h. Carts of any kind should not be driven or pulled through wet or muddy areas or over sprinkler heads.

i. It is the responsibility of every golfer to be familiar with and to comply with the rules and regulations covering the use and operation of golf cars. Failure to observe such rules and regulations could result in the denial of golf car use and/or playing privileges.

E. Closing Golf Course:

1. The Golf Course Manager (or his designated qualified representative) is responsible for decisions concerning temporary or all day closing of any CITY golf course. In making such decision due consideration will be given to the welfare of the general public and to potential revenue losses for CITY and operating concessionaire.

2. Before a final decision is made to close the golf course because of frost, frozen greens, rain or other unusual conditions, the Golf Course Manager (or his designated representative) will make a thorough inspection of the playing area. (See PM #A-503.) If it is determined that use of the playing area will cause excessive or permanent damage which cannot be readily repaired by assigned personnel, the golf course will be closed temporarily or all day as circumstances dictate.

3. The Golf Course Manager (or his designated representative) will notify the Starter on duty to delay opening or to close the course temporarily or all day. If possible, this notification should be made prior to Starter opening time. The Starter will immediately notify concessionaires and the golfing public of the closure decision.

4. If the golf course has been closed temporarily, the Golf Course Manager (or his designated representative)

shall remain in the area until the course is opened or until final determination has been made that it will remain closed all day.

5. If the golf course is kept open during or after a rain or other inclement weather, the Golf Course Manager (or his designated representative) will advise the Starter as to whether or not golf cars and/or hand carts are to be permitted on the golf course. If conditions warrant, the "Play Winter Rules" sign will be posted at the Starter window.

6. Any decision to close the golf course on a weekend day or a holiday shall be reported to the City Manager on the next regular working day.

7. "Policy for Inclement Weather":

a. A waiting list for open golf will not be started until the course opens.

b. If during the time the course is closed and a reservation is canceled, inform him he can go on a standby list which will go into effect when the course opens for play.

c. When the course opens, the people waiting for open play may be added to the standby list.

d. When the course opens, offer all persons on the standby list the opportunity to play the back nine only, time permitting.

e. When the course opens for play, starting times for that particular time and later times will be honored and all previous times will be canceled.

f. In a case of fog or rain and the course has not been officially closed, starting times will tee off or be canceled.

g. During inclement weather when the golf course is too wet to play, playing reservations will automatically be canceled.

h. When players are on the course and rain begins to fall, refunds will not be granted.

i. If it is raining or a player has an emergency prior to the start of play, the Starter may return any fees paid.

F. Green Fees:

1. Regular

a. Patrons using CITY golf courses will be charged greens fees in compliance with the fee schedule approved by City Council.

b. Since greens fees are subject to change, current greens fees shall be maintained and posted in a conspicuous location.

2. Fee Schedule (As of July 1, 1991)

	<u>Price*</u>
1. <u>Los Lagos</u>	
Weekday - 18 holes	\$16.00
Weekday - 9 holes**	12.00
Weekday Seniors	8.00
Weekend or Holiday - 18 holes	20.00
Weekend or Holiday - 9 holes**	14.00
2. <u>Mesa Linda</u>	
Weekday - 18 holes	\$14.00
Weekday - 9 holes**	11.00
Weekday Seniors	8.00
Weekend - 18 holes	17.00
Weekend - 9 holes**	12.00

*Subject to change

**Early and late play

G. Holiday Schedule:

- a. January 1st - New Year's Day
- b. Third Monday in February - Presidents' Day
- c. Last Monday in May - Memorial Day
- d. July 4th - Independence Day
- e. First Monday in September - Labor Day
- f. Thanksgiving Day
- g. December 25th - Christmas Day
- h. Every day appointed by the President or Governor for a public fast, thanksgiving or holiday
- i. Such other holidays as may be determined by City Council

H. Refunds and Rainchecks:

- a. There are no refunds or "rain checks" after play has commenced. Starters will post "No Rain Check" signs at the Starter's office.
- b. A player receiving a refund under the policies of this manual must surrender his/her cash register receipt to the Starter on the same day the greens fee was collected. The Starter will void the receipt and have the player sign it to indicate that he/she received the refund. The Starter will then write the reason for the refund on the cash register receipt and attach it to the starting sheet for transmittal to the Accounting Department.

I. Special Days:

a. General Information:

1. Women's Day is conducted on the Los Lagos course from 8:00 a.m. until 11:00 a.m. on Fridays.

2. Men's Day is conducted on the Los Lagos course from 8:00 a.m. until 1:00 p.m. on Wednesdays.

3. During these times and days starting times will be kept on Mesa Linda for open play.

EXHIBIT C

GROUND MAINTENANCE

Mesa Verde Partners and the City Manager will formalize a ground maintenance policy before the conclusion of the first year of the term of the agreement. Mesa Verde Partners shall give consideration to the existing CITY policy which is attached at pages 53A and 53B.

*Revised as
supplement to
of Exhibit C*

COSTA MESA COUNTRY CLUB
GROUNDS MAINTENANCE SCHEDULE

MESA VERDE PARTNERS GOLF MANAGEMENT
1701 GOLF COURSE DRIVE, COSTA MESA, CA 92626

Mesa Verde Partners shall be responsible for performing all golf course maintenance services through the term of the Management Lease Agreement. Generally, the partnership will provide the required maintenance with its own employees. In certain instances, such as tree maintenance, the partnership may contract with outside firms to provide the required services.

In order to assure that all maintenance services are performed in accordance with the highest golf course industry standards, the partnership's maintenance department shall be supervised by a class A golf course superintendent, whose qualifications are well documented. The partnership's maintenance department will be composed of twenty-two (22) men. The following is a summary of the structure of the department:

- (1) Class A Golf Course Superintendent
- (1) Assistant Golf Course Superintendent
- (2) Course Foreman/Irrigation Technicians
- (16) Greensmen

The maintenance department shall perform the following maintenance services in accordance with City regulations at intervals no less frequent than that required to maintain the courses to current industry standards. In addition, the maintenance services shall be performed in a manner consistent with the high standards of operation currently implemented at other courses managed by partners of the partnership, including: Santa Anita Golf Course, Tijeras Creek Golf Course, Western Hills Golf Course and Willowick Golf Course.

Maintenance Services:

- Greens Maintenance
- Tee Maintenance
- Fairway and Rough Maintenance
- Driving Range Maintenance
- Maintenance of Lawns and Other Turf Areas
- Maintenance of Turfgrass Nurseries
- Maintenance of Course Accessory Equipment
- Irrigation System Maintenance
- Tree Maintenance
- Lake Maintenance
- Bunker Maintenance
- Landscape Maintenance
- Other Maintenance including: Pest Control, Cart Paths, Etc.

Greens Maintenance

Greens will be maintained according to accepted industry wide standards and playability conditions at all times. Conditions are to be determined by the Golf Course Superintendent. The following minimum requirements will be observed.

- Change hole locations and repair ballmarks daily. Green equipment shall be kept cleaned, painted and refurbished or replaced as necessary.
- Mow greens daily (not less than 5/32 inch and not more than 1/4 inch) March through November and a minimum of five times per week December through February. Greens will be mowed with equipment designed specifically for that purpose.
- Groom all greens, as deemed necessary by the Golf Course Superintendent, to maintain a smooth, consistent putting surface.
- Aerify greens a minimum of three (3) times per year or more frequently, if needed, and remove plugs the same day. Topdress with an approved topdressing material following each aerification of the greens.
- Greens soil samples will be taken within thirty (30) days after the start of the contract and a minimum of once every three (3) years thereafter. Fertilizer will be applied in the quantity and type recommended by the soil analysis in order to provide soil fertility balance and uniform and healthy turfgrass growth.
- Greens will be treated with pesticides, when necessary, to control insects, diseases, weeds and other pests. Pesticides will be applied by state and federal regulations and will be used as recommended by university and industry guidelines. Pesticides will be applied only in accordance to the pesticide manufacturers label directions.

Tee Maintenance

Tees are to be maintained according to accepted playability and industry wide standards at all times. Conditions are to be determined by the golf course superintendent, observing the following minimum requirements:

- Service tees daily by moving tee markers, benches, and ball washers. Tee towels are to be changed and ball washers filled to the proper level, with an appropriate cleaning agent, on a weekly basis. Tee equipment shall be kept cleaned, painted and refurbished or replaced as necessary.
- Tees will be mowed three (3) times per week with greens mowing type equipment at a height of cut of 1/2 inch or less in order to maintain a good teeing surface and healthy turf.
- Verticut tees as necessary for thatch removal in order to maintain healthy turf.

maintenance schedule-page three.

- Tees are to be aerified and topdressed ~~tees~~ as necessary to control compaction, promote water infiltration and maintain good soil aeration.
- Repair worn and damaged areas as they occur by overseeding or resodding to ensure playable tees at all times.
- Pesticides are to be applied as needed to control insects, weeds, diseases and other pests in order to maintain healthy turf. Apply them according to the same procedures as outlined in the "Greens Maintenance" section of this schedule.
- Tees are to be fertilized to maintain proper turfgrass nutrition, health and growth rate.

Fairway and Rough Maintenance

Fairways and rough are to be maintained according to accepted playability and industry wide standards, observing the following minimum requirements:

- Fairways are to be mowed with a reel type mower with hydraulic driven reels at a height of cut of 3/4 inch or less depending on the time of the year and type of turfgrass involved.
- Roughts are to be mowed with reel type and rotary mowers at a height of cut of 2 inches or less.
- Fairways and rough are to be verticut as necessary to promote good turfgrass health and proper playing conditions.
- Fairways and rough are to be aerified as necessary to relieve compaction, promote water infiltration and to maintain good soil aeration.
- Pesticides are to be applied as needed to control insects, weeds, diseases and other pests in order to maintain healthy turf. Apply them according to the same procedures as outlined in the "Greens Maintenance" section of this schedule.

Driving Range Maintenance

The Driving Range will be maintained to provide a practice facility of high standards, observing the following minimum requirements:

- Turfgrass will be maintained as previously mentioned in the "Tees" and "Fairways and Rough" maintenance sections.
- Driving range equipment will be painted, refurbished and replaced in a timely manner, as needed.

Maintenance of Lawns and Other Turfgrass Areas

Lawns and other turfgrass areas will be maintained to similar standards as stated in the "Fairways and Rough" maintenance section.

Maintenance of Turfgrass Nurseries

Turfgrass nurseries will be maintained identically to golf course turfgrass in accordance with the type of turfgrass and the area of the golf course that the turfgrass is intended for use.

Maintenance of Accessory Equipment

Accessory Equipment will be maintained functionable at all times and kept in clean and safe condition. It will be painted, reconditioned and replaced (with prior City approval) as necessary. Accessory equipment includes, but is not limited to the following:

All signs
Teeing area benches
Tee markers and mats
Ball washers
Hazard and Out-of bounds markers
Directional flags and poles
Distance markers (150 yards, etc.)
Green flags, poles and cups
Practice green markers and cups
Trash receptacles
Cleat Brushes
Bunker rakes

Maintenance of Irrigation System

The entire irrigation system including: mainlines; automatic and manual valves; lateral lines; sprinkler heads; satellite and central controllers; and all electrical systems will be maintained in good repair, functioning properly and conforming to all codes and regulations at all times. Equipment owned and/or operated by others (i.e. water company meters, pipe systems and other equipment) is not considered part of the irrigation system. The courses will be irrigated as required to maintain adequate soil moisture for healthy turf, an acceptable growth rate and a good appearance. Adequate soil moisture shall be determined by visual observation, plant resiliency, turgidity, examining cores removed by soil probe and by using soil moisture sensing devices. Irrigation controllers shall be programmed accordingly to replace lost soil moisture, promote deep watering and deep rooting for healthy turf growth.

Considerations must be given to soil texture, structure, porosity, water holding capacity, drainage, compaction, precipitation rate, run-off, infiltration rate, evapotranspiration, seasonal temperatures, prevailing wind conditions, time of day or night, turfgrass type, root structure and water requirements. Irrigation may include hand-held hose syringing during the day and during periods of windy or extremely warm weather.

Maintenance of the irrigation systems will include:

- All irrigation systems within the leased premises shall be monitored and modifications made to correct poor coverage adjustment, clogs and the removal of obstructions, including plant material which may interfere with the spray stream.

maintenance schedule—page five.

- The systems shall be checked daily for any sprinklers causing run-off on sloped areas or throwing water directly on any walks or pavement. Adjustments or repairs to correct the problems shall be made expediently.
- All controllers shall be inspected on a daily basis and adjusted as required, considering the water requirements of each remote control valve or sprinkler station.
- A soil probe or tensiometer shall be used to determine the soil moisture content and requirements in various areas, so that adjustments to the water schedules can be made on a site specific basis.
- Observations of deficiencies of the original design of the irrigation systems shall be noted. These findings shall be reviewed with the City of Costa Mesa so that necessary improvements can be considered.

Tree Maintenance

All trees at the Costa Mesa Country Club will be maintained in a safe, healthy, structurally sound and aesthetically pleasing condition^x at all times. An on going maintenance program shall be implemented to trim, shape, prune, thin-out (lace), fertilize and treat for pests. Generally, acceptable arboriculture practices shall be employed in accordance with standard practices. The program includes, but is not limited to, the following:

- Trees will be regularly pruned to maintain a clearance of seven (7) feet in all areas of pedestrian traffic and a clearance of fourteen (14) feet in all areas of vehicular traffic, such as parking lots, driveways and tree branch overhangs through fence lines and into roadways and adjacent streets. Such pruning shall provide safe vehicular and pedestrian visisbility and clearance in order to prevent or eliminate any hazardous situations. Trees will be trimmed and shaped to provide an acceptable appearance typical of the species.
- Any downed or dead trees shall be removed and disposed off-site, whether caused by natural reasons or otherwise. Stumps shall be removed to twelve (12) inches below grade and wood chips removed and the resultant hole backfilled to grade with top soil.
- Surrounding turfgrass shall be kept mowed and trimmed to the trunks of trees on the premises. Precautions will be taken to avoid damage to the trunks from mowing and trimming operations. Another option, which may be suitable in some areas is to spray tree wells with a non-selective herbicide, such as Roundup by Monsanto.

Lake Maintenance

Lakes are to be maintained to reflect a pleasingly aesthetic condition and to promote good water quality for wildlife and for irrigation purposes where applicable. The following is a list of minimum maintenance standards:

maintenance schedule-page six.

- Turfgrass along edges of lakes is to be kept mowed and trimmed.
- Weed and algae growth in lakes is to be controlled through mechanical or chemical procedures. Caution is to be taken when using chemicals to avoid any toxicity to humans, wildlife or turfgrass species.
- Any problems observed with the design or construction of the lakes or lake systems shall be noted and reported to the City of Costa Mesa so that any corrective measures can be studied and addressed.

Bunker Maintenance

Bunkers are to be maintained to current industry standards with the following minimum conditions and procedures:

- Bunkers are to be regularly edged of invading turfgrass species and are to be kept weed free.
- Sand is to be kept at a consistent minimum depth of 4-6 inches. and is to be of a grade meeting U.S.G.A. bunker sand specifications.
- Bunkers are to be kept regularly raked as needed to condition and smooth the sand surface to provide consistent playing conditions.
- Any problems with bunker construction, drainage, etc. shall be noted and reported to the City of Costa Mesa so that corrective measures can be studied and addressed.

Landscape Maintenance

All landscaping shall be maintained in a healthy and pleasingly maintained condition. All shrubs, flowers and plant material shall be treated for pests if and when necessary. All plants shall be pruned and trimmed, when necessary and when appropriate for the particular species, to maintain a proper and pleasing shape for each species. All plant and shrub beds shall be kept weed and debris free.

EXHIBIT D

MINIMUM MONTHLY RENTS

LESSEE shall pay a minimum monthly rental of \$90,000 during the months of October through March, inclusive, and \$120,000 during the months of April through September, inclusive, commencing on September 1, 1992, and continuing to August 31, 1997, for an annual minimum rental of \$1,260,000. LESSEE shall pay a minimum monthly rental of \$120,000 commencing on September 1, 1997, and continuing through August 31, 2009, for an annual minimum rental of \$1,440,000. Said minimum monthly rental shall be subject to adjustment as provided in Section 4.03 of the Agreement.

EXHIBIT E

INITIAL CAPITAL IMPROVEMENTS PROGRAM

The proposed improvements to the existing Costa Mesa Golf Course and Clubhouse are intended to upgrade both the facilities as well as the image of the site. We will address all problems as presented to us by various individuals currently involved with the operations of the golf courses. All proposed improvements will be installed over time and the schedule is discussed in this report. The intent here is to present our program with related methods of construction, related costs and mitigation techniques to provide the decision makers with full understanding of the program we propose to implement if selected.

Mesa Verde Partners proposes to initiate and complete a capital improvements program during the first five years that will consist of the following:

- * Pro Shop Construction
- * Golf Course Renovation Program
- * Surrounding Site Improvements
- * Clubhouse Improvements

Each of these improvements will be accomplished by Mesa Verde Partners and will add lasting value to the Costa Mesa Public Golf Course. The features of the capital improvements program proposed by Mesa Verde Partners meets and exceeds the stipulations of CITY'S proposal request. We will be retaining the services of Pulaski and Arita Architects, Inc., located in Newport Beach and David Sneed, golf course architect to work with us through completion of the capital improvements. Each of the design professionals, general contractors, and subcontractors will be selected based on his/her direct experience as well as familiarity with the City of Costa Mesa. Because we like to work with associated design professionals close to our office, all of the candidate engineers are within the Newport-Costa Mesa area and have longstanding ties to our community.

The following represents improvements which will be made and the estimated time frame for completion:

1. Putting Green Analysis:

All existing putting surfaces need to receive a soils profile analysis. This would require a minimum of one core sample per green site. We would require physical properties analysis of each core sample as well as fertility analysis of each.

While we are awaiting the results of the core sample analysis, we will review the design of each green site and determine if a new

design is in order as well as review the existing drainage systems at each site. We would work with the Golf Course Superintendent to determine the preferred number of pin placements needed at each site based on the number of rounds of golf. The current green sites may be too small to allow for the proper rotation of pin placement.

We will concentrate first on all holes (except the 5th green) at Mesa Linda and the 2nd and 14th at Los Lagos. We will continue with the analysis of the remainder of the greens at Los Lagos which are of the old sand construction since we are sure they will need renovation anyway in the very near future.

The analysis and design process will take approximately 45 days to complete, at which time we will be able to prepare a putting green renovation program to review with CITY.

Should reconstruction of any or all of the putting greens be required we would implement this project as an immediate capital improvement.

Cost of Analysis = \$3,000
Start Date = September 1, 1992
Time to Complete = 45 days
*Potential Cost = \$23,000 per green

2. Pro Shop Construction:

Mesa Verde Partners analyzed the immediate area surrounding the existing Clubhouse and determined that several long-term improvements may be proposed which will create a more functional circulation arrangement and a more enjoyable golfing experience for the public. It is these improvements which form the basis of Mesa Verde Partners improvements which form the basis of Mesa Verde Partners improvements to the surrounding area around the Clubhouse.

Presently, the Starter shares a corner of the Clubhouse with the pro shop. It is the intent of this part of the building program to construct a new and more functional pro shop building. The new pro shop would be independent of the Clubhouse and, therefore, expands the available floor area of the pro shop for increased food and beverage opportunities.

This aspect of the building program will create several positive benefits to the circulation, use and operations of the golf course.

The new pro shop is envisioned as a 2,000 square foot structure generally configured on the attached graphics. The building's orientation and position in relationship not only to the two starter tees for Mesa Linda and Los Lagos, but to the parking lot, Clubhouse, and the other tees as well, is an important reason for its arrangement.

Architecturally, the pro shop would be in keeping with the brick and wood character established by the Clubhouse. Generous use of glass ensures proper sightlines to the tees as well as overall visual control of the practice range. A narrative description and site plan is attached for your review.

Cost of Construction = \$225,000

Start Date =

- A) Phase I - Mapping, research and design - September 1, 1992
- B) Phase II - Prepare construction drawings - October 1, 1992
- C) Phase III - Competitive bidding - November 1, 1992
- D) Phase IV - Start construction - December 1, 1992

Time to Complete = 9 months

3. Maintenance Yard Conversion:

After further analyzing the immediate area surrounding the maintenance facility, we propose to install chain link fence to separate storage areas and construct a chemical storage building. Additionally, we will add a small superintendent's office as well as other improvements to the golf course maintenance storage building.

Cost of Construction = \$40,000

Start Date = October 1, 1992

Time to Complete = 3 months

4. Halfway House Remodel:

Adjacent to the fifteenth tee on Mesa Linda is an existing halfway house, presently equipped with deteriorated restrooms and food service. Mesa Verde Partners proposes to restore the restroom facilities to sanitary condition and improve the capabilities of snack-type food and beverage concessions. Mesa Verde Partners views this feature as an important asset to the appeal of the golf course and will undertake its appropriate repairs.

Cost of Construction = \$20,000

Start Date = December 1, 1992

Time to Complete = 2 months

5. Effluent Water/Irrigation Renovation/Retrofit:

Water is perhaps the most critical element to consider when determining the feasibility of golf course construction. It would be unwise to invest in a golf course if an adequate water supply is not available to irrigate the course properly to maintain good turf.

The Costa Mesa golf complex is currently installing a Toro Newwork 8000 golf course computer controlled solid state irrigation system replacing the existing hydraulic controlled system. The existing transite mainlines are being kept as they have proved to

be quite sound and should give many more years of leak free operation. There are 220 irrigated acres at the complex of which 90 acres have already been changed over to the Toro Network System. We propose to complete the installation on the remaining acreage. We will continue to install the system using the same materials as are currently being installed

Our proposal includes an inspection of the irrigation pump facility. The existing system is capable of 3600 gpm flow, which happens to be 700 gpm higher than required to irrigate the golf courses in eight hours of operation five days per week.

We will provide fresh water to the existing restroom and drinking fountain facilities. We will maintain a separation of potable and reclaimed water lines as well as design a system that will not allow wind spray or system overspray to come in contact with drinking water areas.

We will work with the Green Acres Project to design a retrofit of the irrigation system (\$37,000) where necessary to handle the effluent water. We do not anticipate the abandonment of the main line. In addition to the study, we will work with the Green Acres Project to design a hold area for the waste water using the existing lakes. Where necessary, we will request to make an advance on the Capital Improvements Trust Fund to retrofit the lakes to accommodate an effluent water based irrigation system. (See Lake Expansion Description.)

Cost of Construction = \$667,000

Start Date =

A) Phase I - Mapping, research and design - March 1, 1993

B) Phase II - Prepare working drawings - April 1, 1993

C) Phase III - Competitive bidding - May 1, 1993

D) Phase IV - Start construction - June 1, 1993

Time to Complete = 11 months

6. Cart Storage Expansion:

After inspecting the current cart storage system we propose to expand the cart storage building on the west side of the Clubhouse to provide up to an additional 50 carts. It is our experience with other similar facilities that suggests there is demand to warrant such expansion.

Cost of Construction = \$95,000

Start Date = November 1, 1993

Time to Complete = 4 months

7. Coffee Shop Remodel:

The coffee shop will be expanded and remodeled with new paint, carpeting and ceiling panels. Seating will be improved and

business opportunities increased through newly created window opportunities facing the exterior walkways.

Adjacent to the existing pro shop is a snack concession. We feel it is crucial to renovate the exterior of the concession and emphasize its visibility to not only the golfing public but those on the practice range as well. Tasteful but consistent signage is part of this program to create stronger ties between revenue generating features found in the pro shop.

Cost of Construction = \$71,000

Start Date = January 1, 1994

Time to Complete = 4 months

8. Grass, Putting Greens and Tee Box:

If the seedbed preparation is done correctly and the fairway and rough grass is seeded or planted under the proper conditions, many future problems will be avoided.

If the above-mentioned steps are not taken prior to seeding or planting, many problems will result. The quality of the turf will suffer and the poorly drained areas will eventually have to be corrected at an extremely high cost in relation to an initial grading and floating operation cost.

Soils heavy in clay are generally poor soils for a golf course because water relationships (drainage, percolation) are bad and they are difficult to work. Unfortunately, the seedbed preparation mentioned above was not performed as a part of the original construction and the existing soil conditions are heavy in clay. As a result of this, the problems inherent to the combination of the two has occurred. The turf quality has suffered and grasses more conducive to the existing conditions have overtaken the property. The problem with the grass which seems to prefer these conditions is that it is not a good turf for the game of golf. The grass is commonly called wire or smut grass and does not make a good play surface. We intend to totally eradicate the current smut/wire grass problem which has taken over the complex (\$414,000).

This eradication process will proceed during the entire first five (5) years of the term of the agreement. Where necessary, sod will be replaced. In addition to the improvements to the fairway grass areas, we will study the putting greens and tee boxes on all 36 holes. We will schedule and retrofit up to 9 putting greens in the first five (5) years where needed (\$196,755). At this time, the putting greens appear to be in excellent condition. We will also retrofit those undersized tee boxes on all 36 holes (\$201,839). We will design and install three to five tee boxes per hole up to an average of 6,550 square feet of tee surface per hole. Where necessary, we will replace additional putting greens and

request to make an advance on the Capital Improvements Trust Fund for this additional work. (See Green Renovation.)

Cost of Construction = \$813,000

Start Date = March 1, 1993

Time to Complete = 4 years

TOTAL ESTIMATED IMPROVEMENTS = \$1,938,000

In addition to the above items, Mesa Verde Partners proposes that the following capital improvements be considered alternative projects which can be implemented upon agreement with the City Manager as part of the Capital Improvement Program to be paid out of the Capital Improvement Trust Fund:

1. ***Effluent Water/Lake Expansion:**

The golf course will require 1,005,516 gallons per day irrigation during the month of July. The green acres water project will be able to deliver this amount of water on a daily basis, but only for a 15 hour period during off peak use. This off peak use period happens to be from 6:00 a.m. to 9:00 p.m. The green acres project will install the delivery main to the existing four lake complex on the Los Lagos Golf Course. The surface acreage for the existing four lakes is 2.8 acres and the lakes are not connected by equalization piping. Daily consumption of 1,005,516 gallons will result in surface drawdown of 3.14 feet per acre, or 3 feet 5 inches on the southern lake in the four lake complex. Piping the four lakes together and providing equalization piping will reduce this drawdown effect to 1 foot 2 inches on the combined lakes. It will take 15 hours to recover the water used for irrigation the previous night which will result in an unsightly condition during the hours of play.

To help mitigate the problem, we propose that the CITY consider enlarging the existing lake complex as indicated on the renovation master plan. The revised lake would increase the surface area of the lake to six acres and lower the visible drawdown to 6 inches per night. We also propose to install 3500 linear feet of 3 foot height, eroded texture, stained concrete lake edge to provide a maintenance free, aesthetically pleasing look to the Los Lagos finishing holes. The 3 foot edge would allow for an immediate 18 inch of depth even during maximum drawdown to help water high water quality maintenance. The lake would average 8 feet deep and be provided with a circulation system which would prevent stagnant water condition and temperature striations. We will also investigate the need for additional aeration by water jet (40 foot jet stream, etc.) which would also be beneficial by providing an identity element and possible nighttime attraction. The lakes would be lined with 20 mil pvc if found necessary. This cost is not a part of our base proposal, but is strongly recommended to be implemented. The above cost includes 12 feet wide x 40 feet span side girder wood bridge, concrete lake edge, 20

mil pvc liner, circulation system and 40 foot jet aeration fountain.

Cost of Construction = \$445,000

2. *Green Renovation:

Included in our proposal is the design and construction of nine new putting greens of an average area of 7,260 square feet putting surface. These greens will be installed per U.S.G.A. specifications and will be planted with bent grass turf. Each green will be designed to match the existing strategy of the golf hole. All 36 greens should be reviewed and brought up to current design guidelines. This cost is not a part of our base proposal, but is strongly recommended to be implemented.

Additive Alternate Construction Cost for Additional 27 Green Sites at \$21,862 Average Cost Per Green = \$590,000

3. A. Cocktail Lounge Remodel:

The cocktail lounge will be remodeled with new paint, carpeting and ceiling lighting in an effort to flow in with the coffee shop.

Cost of Construction = \$35,000

Start Date = March 1, 1994

Time to Complete = 3 months

4. B. Locker Room Remodel:

The locker rooms would be similarly renovated. Shower stalls would be removed from the mens' and womens' locker rooms and the area would be allocated to increased locker facilities. The rooms would be painted, better lighting introduced and improved ventilation provided.

Cost of Construction = \$21,000

Start Date = April 1, 1994

Time to Complete = 3 months

5. C. Banquet Room Remodel:

Another element of the Clubhouse renovation will be a capital improvements project to enhance the interiors of the banquet facilities. Presently, the rooms are in need of new carpeting, paint and lighting. The intent is to also take advantage of the post-and-beam construction of the Clubhouse and to expand, where it makes sense, to the outside structural beam line to increase usable square footage within the rooms.

By enlarging the banquet facilities as well as enhancing the finishes, greater value can be derived from outside engagements for those facilities.

Cost of Construction = \$100,000

Start Date = September 1, 1994

Time to Complete = 6 months

6. D. Drainage Renovation:

Adequate provision for both surface and underground drainage of a golf course site is vitally important. A golf course which is frequently out of play due to wet conditions quickly becomes a continuing headache for management.

The drainage problems which exist at the Costa Mesa golf complex should have been addressed in the design phase some 25 years ago. We are being given a site which must handle high water table (within 10 feet of grade) and is a low permeability clay structure. There are two major drainage retention areas on the Mesa Linda Course which retain up to and in excess of two feet of standing water.

Our proposed drainage concept for the Costa Mesa golf complex will incorporate a combination of swales, pipes retention ponds, sumps, and forced pump systems. We intend to grad the areas indicated on the plan to allow for standing water to be directed to out of play areas. Fairways will be graded and provided with positive drainage to low areas which will then either percolate dry or be provided with sump pump systems which will force drain the low areas to daylight either in natural drainage systems on the golf course, to existing lakes or to the storm system installed in Harbor Boulevard.

Cost of Construction = \$260,000

Start Date = July 1, 1995

Time to Complete = 5 months

*Additional improvements subject to Mesa Verde's right to apply for and make an advance on the Capital Improvements Trust Fund.

SUMMARY

INITIAL CAPITAL IMPROVEMENTS PROGRAM

FIRST FOUR YEARS

COST

1.	GRASS, PUTTING GREENS (9), TEE BOXES(36)**	\$813,000
2.	EFFLUENT WATER/IRRIGATION SYSTEM**	667,000
3.	PRO SHOP/STARTER HOUSE	225,000
4.	CART STORAGE	95,000
5.	COFFEE SHOP	75,000
6.	MAINTENANCE YARD	40,000
7.	HALFWAY HOUSE	20,000
8.	PUTTING GREEN ANALYSIS	3,000
		<u>\$1,938,000</u>

ADDITIONAL IMPROVEMENTS (5-17)

COST*

1.	EFFLUENT WATER/LAKE EXPANSION**	\$445,000
2.	PUTTING GREENS (27)**	590,000
3.	COCKTAIL LOUNGE	35,000
4.	LOCKER ROOM	21,000
5.	BANQUET ROOM	100,000
6.	DRAINAGE	260,000
		<u>\$1,451,000</u>

*IF ACTUAL COST IS LESS THAN ESTIMATE, MESA VERDE PARTNERS WILL APPLY SAVINGS TO OTHER PROJECTS LISTED IN THE ICIP.

**IF ADDITIONAL IMPROVEMENTS ARE NECESSARY, MESA VERDE PARTNERS MAY ADVANCE MONIES TO BE PAID TO THE TRUST FUND TO INSTALL THE IMPROVEMENTS AND RECEIVE A CREDIT AGAINST ITS OBLIGATIONS TO MAKE PAYMENTS TO THE TRUST FUND.

EXHIBIT F

I

COMPLIMENTARY PLAY AND DISCOUNTS

The purpose of complimentary play is to afford approved individuals the opportunity to play the golf course to ensure proper management, maintenance, course evaluation and/or to provide on course golf instructions as required. Complimentary play shall be authorized only for the personnel holding positions related to such functions and shall not serve as an employee benefit, in lieu of compensation, or gratuity.

When granting complimentary golf, the golf course starter will record the player's name and cash register number on the starter sheet. In addition, in the comment section on the golf course starter sheet, the Complimentary Play ("C.P.") player's place of employment and position will be recorded.

The City Manager and General Manager shall be responsible for the administration of all C.P. regulations. Upon presentation of proper credentials and identification, the following persons will be granted complimentary golf play at Costa Mesa Golf Course.

Designated Retired City Employees

To qualify for the retired City employees complimentary play card, a person must have retired from City employment with 20 years service. Eligible retirees are limited to one (1) round of free play per week and may play 9 or 18 holes at either golf course on weekdays only, excluding holidays after 10:00 a.m.

A complimentary play card with the employee's picture must be presented. City employees who are entitled to complimentary play will be issued a card that specifically identifies the individual.

City Employees Privileges

The City Manager shall be allocated 100 rounds of complimentary golf per year to be used as he determines.

Mesa Verde Partners shall be allocated 100 rounds of complimentary golf per year to be used as they determine.

School Team Play

Mesa Verde Partners will permit the Newport-Mesa District and Orange Coast College school golf teams to play practice rounds and scheduled league matches at the Costa Mesa golf courses under the following conditions:

Letter applications for school team play, for the following year, must be submitted to the golf course manager between September 15 and November 1. Applications will not be accepted prior to September 15.

In processing an application for school team play, the General Manager will:

Make every effort to comply with the school request.

Designate the particular golf course to be used, and assign the days and times for school play.

Prior to January 2 of each year meet with the golf coach or other designated faculty representatives of requesting schools to make necessary arrangements, discuss procedures, rules, and regulations, and to schedule the school team play.

Each school authorized for team play must submit a team roster and schedule for practice and league play to the General Manager at least two weeks prior to the opening of the season.

School golf teams will not be allowed on the golf course unless accompanied at all times by the golf coach or other designated faculty representative. Teams will be classified as a group, and the assigned coach or faculty member will represent them and be held accountable for their conduct.

Each school may be permitted to play without charge for a period of 20 weeks, between January 2 and May 29, of each year. Team members may play only one 18-hole round on the assigned day or days and at the assigned golf course. Each participating school is allowed four foursomes and a coach or faculty member for practice matches and for scheduled league matches. Only one match may be scheduled on any one day.

Team practice and/or league play will be permitted only on those weekdays (excluding holidays) assigned by the General Manager. School golf teams all report to the golf course between the hours of 2:00 p.m. and 3:00 p.m. on the days scheduled for play.

School golf team members, golf coaches, and faculty representatives will be expected to observe and adhere to the rules of conduct, dress, and golf play prescribed by the CITY. CITY and Mesa Verde Partners reserve the right

at all times to cancel a playing permit if conditions justify such action.

II

DISCOUNT PLAY POLICY

Patrons using the Costa Mesa golf courses will be charged standard green fees in compliance with the fee schedule approved by the CITY. Since green fees are subject to change, the starter's office will post and maintain a listing of fees currently in effect. A full nine or eighteen hole green fee must be paid by all golfers even though a full round is not contemplated or completed.

In addition to nine or eighteen hole green fees, Mesa Verde Partners charges various other fees for tournaments which may include minimums for food concessions and pro shop services. These fees are to pay for the privilege of conducting a tournament and to fairly compensate the pro shop, and food and beverage operators for their service to the golfing public. Personal checks will not be accepted for payment of green fees. First party checks may be accepted for tournament fees and Senior Citizen I.D. Cards provided they are for the exact amount involved.

Senior Citizens

Senior citizens, residing in Costa Mesa only, 65 years of age or older, may purchase an annual Golf I.D. Card which will, when presented at the starter's window, entitle the owner to prevailing reduced green fees as approved by the CITY. Any person presenting valid proof of age (birth certificate, drivers license, Medicare card), a current 1-1/4 x 1-1/4 photograph of himself/herself and residency, may apply for an Annual Senior Citizen I.D. Card from the starter at Costa Mesa golf course.

The Senior Citizen I.D. Card annual fee does not include green fees. Green fees must be paid whenever the senior citizen plays. The card is nontransferable and it may be used only by the person to whom it is issued. Fraudulent use is cause for recall and revocation of the card involved. No refunds will be made for Senior Citizen I.D. Card annual fees, and the card will not be redeemed if it becomes illegible or is lost, stolen, or destroyed.

Senior Citizen I.D. Cards are valid for weekday play only (Monday through Friday, exclusive of holidays), but persons using the card cannot make, or play on a reservation basis until after 10:00 a.m. Senior citizens must pay regular fees on weekends and holidays and are considered regular players or full-fee paying players, and have the same rights and privileges as any other player. Also, only one senior rate per reservation on the Los Lagos Course while unlimited senior rates are allowed on Mesa Linda.

Senior citizens using the I.D. Card prior to 10:00 a.m., on weekdays, exclusive of holidays, will be registered on the Call Sheet policies. A full-fee paying player cannot reserve a starting time for a senior citizen in his party at senior citizen rates when making reservations for a starting time earlier than 10:00 a.m. The senior citizen must pay the full fee unless the reservation is for a later than 10:00 a.m. starting time. The I.D. Card will entitle the senior citizen to play only one continuous 18-hole round, or less, per each eligible day at one golf course.

Upon receiving a senior citizen reduced green fee, the starter will:

Ring the fee on the Senior cash register key for 18-holes, and on the Senior II key for 9-holes on an 18-hole course.

Record the player's name and I.D. Card number in the name column on the Starter sheet.

Record the cash register green fee receipt number in the receipt column and the code initial "S" in red ink in the fee column.

Juniors

Mesa Verde Partners proposes to provide reduced-rate playing privileges at Costa Mesa Golf Course for any junior with proper identification, who is under 18 years of age, and attending Newport Harbor School District or Orange Coast Community College.

Eligible juniors may play 9 or 18 holes of golf at the prevailing junior rate on weekdays only (Monday through Friday, exclusive of holidays), but juniors doing so cannot play until after 12:00 noon. However, on weekdays and holidays juniors are considered regular players or full-fee paying players, and have the same rights and privileges as any other player. Juniors playing at reduced fees under those provisions cannot make a reservation. They must register on the Call Sheet on the day of play.

III

FIVESOME PLAY POLICY

Fivesome golf play may be permitted at Costa Mesa Golf Course under the following conditions:

Fivesome play will be permitted only on weekdays.

Reservations may be made for either foursome or fivesome play.

A fifth player may be assigned to a reserved fivesome starting time only with the consent of all five players.

Reserved starting times may be supplemented from the waiting list if all players have not checked in ten minutes prior to their starting time.

Unreserved times may be filled at the discretion of the starter with up to five players from the waiting list.

Except for tournament play, rental of golf carts is strictly voluntary. If fivesomes are allowed at either of the two golf courses, it will be uniformly applied to all players and not be dependent upon cart rental.

IV

STARTING TIME PLAY POLICY

Starting time reservation requests for daily play will be accepted at the golf course starter's office up to one week in advance of the playing date desired. Requests may be made in person or by phone from 5:00 a.m. to sundown on Saturdays, Sundays and holidays, and from 6:00 a.m. to sundown on weekdays.

When golfers are lined up to make reservations, two requests will be taken from the line and one from the phone. This procedure will continue until the line is exhausted. Thereafter, reservations may be made in person or by phone on a first-come, first-served basis, until all reservations for the playing date are issued. A sign setting forth this reservation procedure will be conspicuously displayed in the starter's office.

Reservations will be made only for groups of two, three, four, and where applicable five players. Openings in a group will be filled from the Call Sheet on the day of play. Reservations will not be accepted for a single player.

Only one reserved time per person is allowed and that person must be a member of the group for which the reservation is made.

Reservations are not transferable prior to or on the day of play. If a reservation is canceled, the starter will offer the time to the next applicant, or if the time is open on the day of play, it will be filled with names from the Call Sheet in the order listed.

Permanent starting times will not be assigned at any time; however, Mesa Verde Partners may have two reserved times on Saturday, Sunday, and holidays.

If for any reason the golf course is closed the entire day, all golf play reservations for that day will be canceled. If the

course is closed only temporarily, the reservations due at the time of actual opening will be honored first, with others following in the order listed. Players whose reservations are canceled must inform the Starter if they wish to be listed on the Call Sheet. The Starter will make every effort to get those players on the golf course as soon as possible.

Golfers who do not have a reserved starting time or who are not eligible to reserve a time must register with the Starter on the daily waiting list (Call Sheet) prior to play.

Playing group vacancies, cancellations, and open or unreserved starting times will be filled only from the Call Sheet on a first-come, first-served basis with priority determined by the time of registration with the starter.

Golfers are not permitted to buy, sell, or transfer starting times or Call Sheet positions. Only those golfers who are properly registered and who are called by the Starter will be allowed to start to play. Golf Starters shall not accept tips or gratuities.

The golf course Starter may switch or interchange starting times if in his judgment such change would prevent delays, eliminate confusion, correct a problem, or be of general benefit to the players involved and to those following.

The Starter will call players to the tee by name. After calling the group due on the tee, the following group will be given a five minute warning call by name. The next group will then be given a ten minute warning call by name. Starting time intervals will be no less than seven minutes.

V

GOLF CLUB POLICY

Mesa Verde Partners will not sponsor or co-sponsor any particular golf club; however, CITY may recognize and approve one club for men, two clubs for women and one club for seniors at Costa Mesa Golf Course. (Los Lagos and Mesa Verde)

Mens', womens' and senior golf clubs wishing to become the representative club(s) at Costa Mesa Golf Course must request recognition and approval from CITY. We would recommend any request for approval must include the club constitution and by-laws, and a copy of the club membership application form.

If the constitution, by-laws and membership application forms submitted meet established requirements, CITY may designate the requesting club as a representative of the golf club with permission to use the Costa Mesa golf facility as its home golf course.

The approved mens', womens' and senior golf clubs will not receive any special privilege with regards to starting times.

At the beginning of each calendar year, the City Manager or his designated representative will schedule and conduct a joint meeting with the incoming presidents of the mens', womens' and senior golf clubs. Subject for discussion at these meetings shall include golf course related activity, plans for improvement and expansion, etc.

VI

TOURNAMENT PLAY POLICY

It is the intention of Mesa Verde Partners to allow any golf club, company, golf association, or other recognized organization to request holding a golf tournament at Costa Mesa Golf Course under the following conditions:

Only one tournament per calendar month at either course will be allowed for any one organization.

No tournaments shall be allowed on Sundays with the exception of the mens' club.

All tournaments must have a Tournament Agreement requiring multiple reserved starting time with a minimum of 24 players.

Green fees and charges are subject to change without prior written notice. Tournament fees will be based on fees and charges in effect on the date of the tournament. All fees and charges in effect on date of tournament must be prepaid.

All tournament starting times will be after 11:00 a.m. standard time and 11:00 a.m. daylight savings time regardless of day or date of tournament.

Refunds on tournament green fees will not be made except when the golf course is officially closed due to inclement weather or other adverse conditions. If the golf course is closed prior to or during a tournament green fees for those participants who have not commenced play will be refunded in accordance with Mesa Verde Partners' procedures.

All scheduled tournaments will be posted near the clubhouse and Starter's office for information by the general public at least two weeks in advance of the tournament dates. By the first of each month, the General Manager will provide written notification to the

clubhouse staff and the golf professional of all tournaments scheduled for that month.

Only one tournament per calendar month will be permitted for any CITY authorized mens' club; the womens' club has the option of holding a monthly weekend tournament under the same conditions as the mens' club, or continuing to hold a weekly tournament on Ladies' Day, which must be exclusive of weekends and holidays. Tournament fees do not apply to the authorized mens' and womens' clubs.

The Men's Club and Women's Club at Costa Mesa Golf Course may sponsor a special one-day tournament, or shotgun tournament under the following conditions:

The tournament may be held on any weekday available during the calendar year provided it does not interfere with any prescheduled tournament.

The tournament is unlimited but requires multiple reserved starting times with a minimum of 144 players.

The tournament fees will be required for these tournaments.

Unless otherwise approved by the General Manager, written tournament requests must be mailed to the tournament director at Costa Mesa Golf Course. Requests must be postmarked no earlier than September 1 each year for tournament dates in the following calendar year. Each request must list the desired tournament date and an acceptable alternate date. Tournament requests will be processed in the order received; however, priorities will be given to the Mens' and Women's Clubs.

If when processing a tournament request it is determined that the desired date request is available, the tournament director will complete the appropriate areas on two copies of the Tournament Contract (see sample contract). Both copies of the Tournament Contract will be mailed to the requesting organization with a note advising the applicant to complete the applicant's confirmation and to return both copies of the Contract with a \$50.00 non-refundable deposit within 15 days. This \$50.00 deposit will be applied to the tournament's total green fees. The tournament request letter showing the date Tournament Contracts are mailed to the applicant will be kept on file.

If required copies of the Tournament Contract are received within the 15 day response period, including the

\$50.00 non-refundable deposit, the tournament date and starting times requested will be held pending payment of the full amount of the fees due. Green fees in effect on the date of the tournament will apply.

On receipt of the full tournament fee and all other fees within the time allocated, the tournament director will immediately fill out and sign the Tournament Approval section of the Tournament Contract. One copy of the approved contract and receipt for the fees paid will be returned to the applicant and one copy will be placed on file. Organizations must obtain their own insurance.

All Exclusive Use tournaments must be approved in writing by the City Manager and are subject to the following requirements:

Carts are mandatory (minimum of 75).

Pay a minimum amount to the restaurant and golf shop. These amounts are not applicable to cart costs.

Must be held Monday through Friday only (excluding holidays).

Mesa Linda Golf Course will be allotted four days a year, one per quarter, for scheduling Shotgun tournaments. On those dates, the courses may schedule multiple Shotguns. These are the only dates on which multiple or Shotgun tournaments can be held. (These restrictions do not apply to the annual Men's Club Shotgun Tournament.) The proposed schedule of Shotgun dates must be approved by the General Manager and City Manager. The schedules will be reviewed to prevent excessive concentration of tournaments on the same dates, with the General Manager giving priority to those schedules submitted earliest.

Shotgun Tournaments are also subject to the following requirements:

May only be held on non-holiday weekdays.

Use of golf carts by all golfers is mandatory.

Pay a minimum amount to the restaurant and golf shop.

Insurance.

Mesa Verde Partners will also consider requests from recognized organizations wishing to hold a Circle Ball

Contest at a Costa Mesa Golf Course. A written request to the General Manager must be submitted.

The General Manager may grant permission to conduct a Circle Ball Contest to a recognized charitable organization provided that all funds raised will be used for charitable purposes or youth endeavors. Only one Circle Ball Contest per organization per year will be permitted.

Organizations sponsoring a Circle Ball Contest will assume all responsibility and liability relative to such contests. The organization must provide insurance in the amount of \$1,000,000 for comprehensive general liability and property damage. Such insurance shall cover the group conducting the contest, the participants, and the CITY which shall be named as additional insured.

*Submitted by
MVP
3/8/93
for addition
to contract*

GOLF COURSE MANUAL

A. General:

1. The following activities are prohibited on City golf course grounds or facilities as authorized by the City Manager (or in the case of the Concessionaire, by their contract):

- a. Storage of private or personal property.
- b. Solicitation of any kind.
- c. Circulation or posting on handbills, petitions, advertising matter, promotional material and literature.
- d. Selling of any goods, ware, or merchandise.
- e. Carrying or discharging any firearm, air gun, sling shot, or fireworks of any kind.
- f. Use of the golf course for any other purpose than to play golf in the accepted manner.

2. Alcoholic beverages or soft drinks may be taken on the golf course, only in paper cups or cans, and only if purchased from authorized concession facilities.

3. Throwing trash (paper cups, candy wrappers, etc.) anywhere on the golf course is prohibited.

4. It shall be unlawful for any person to loiter, linger, or loaf on the premises of any City golf course, and unauthorized persons are not permitted.

5. Dogs, cats, or other animals shall not be brought on the golf course under any circumstances.

6. Picnicking or recreational play, other than golf, is prohibited.

7. Overnight or day camping is not allowed on any part of the golf course.

8. Cars must be parked in designated parking areas only, and overnight parking in the parking lot is not allowed.

9. Reserved parking may be provided for the Golf Course Manager, Starters, Golf Professional, and Clubhouse Concessionaire, within the clubhouse parking area.

10. If necessary, local City Police Department may be called upon for assistance in enforcing these regulations.

B. Dress Code:

1. Swim trunks, bathing suits or robes are not allowed in the Clubhouse or on the golf course.
2. Shirts must be worn at all times.
3. Undershirts, tank tops, or halter tops are not allowed.
4. Short shorts, cutoffs, and jogging shorts are not acceptable.
5. Shoes worn on the golf course must be appropriate for golf.

C. Golf Play:

1. United States Golf Association (U.S.G.A.) Rules of Golf and posted Local Rules will govern play at all times.
2. No play is allowed on any golf course which has been closed for any reason by the Golf Course Manager or his designated representative.
3. All players must be registered with the Starter before playing any part of the course.
4. All players must have a current cash register receipt or a valid daily ticket in their possession during play.
5. Practicing anywhere on the golf course at any time is prohibited. Players must use the driving range, putting green, or other designated practice facilities.
6. Only one foursome (fivesome when allowed) at a time is permitted on the first or tenth tee without prior permission of the Director of Community Services.
7. No more than four (five when permitted) players may play together in the same group without prior permission of the Director of Community Services.
8. Unless prior permission is given, golfers will tee off only between the tee markers.
9. Holes must be played in sequence and a golfer in the wrong fairway must yield to players playing that hole.
10. No more than one golfer shall play out of one bag. Each player must have his/her own set of clubs.

11. It is the responsibility of each player to replace divots, rake and smooth traps, and repair ballmarks or other damage on the greens.

12. In the interest of all, players must play without delay, and all players must keep their place on the course, or allow following players to play through.

13 The City Manager reserves the right to cancel playing permits for individuals or organizations using City golf course facilities if at any time conditions justify such action.

14. Golfers may be refused playing privileges or they may be removed from the golf course for:

- a. Submitting false information for purpose of securing golf privileges.
- b. Playing golf without purchasing a greens fee ticket or registering with the Starter.
- c. Obvious inability to play golf and to maintain their position on the course.
- d. Intoxication, disorderly conduct, use of abusive or profane language, or other behavior detrimental to the normal and orderly operation of the golf course.
- e. Failure to comply with the existing rules and regulations governing golf play, practice, operation of golf cars or pull carts, personal conduct, and appropriate dress.

D. Golf Cars and Hand Carts:

1. General information:

- a. Golf cars will be available for rental through the concessionaire.
- b. 90 degree Cart Rule: Carts are to be kept in the rough until player is opposite his ball. 90 degree turn will then be made onto fairway. Cart will then be returned at 90 degrees to rough area.
- c. Golf cars are not permitted on the tees or putting greens.
- d. During inclement weather when the golf course is wet, frozen, or muddy, golf cars will not be allowed on the golf course. The decision as to when the golf cars are restricted will be made by the Golf Course Manager or his designated representative.
- e. No more than two bags and two riders are permitted on a golf car at any time.
- f. Golf cars must be kept at least thirty (30) feet from greens and tees, and at least

ten (10) feet away from sand traps when not on a paved cart path.

g. Hand carts must not be taken over aprons, greens, tees, sand traps, or other areas between the green and traps surrounding the green.

h. Carts of any kind should not be driven or pulled through wet or muddy areas or over sprinkler heads.

i. It is the responsibility of every golfer to be familiar with and to comply with the rules and regulations covering the use and operation of golf cars. Failure to observe such rules and regulations could result in the denial of golf car use and/or playing privileges.

E. Closing Golf Course:

1. The Golf Course Manager (or his designated qualified representative) is responsible for decisions concerning temporary or all day closing of any City golf course. In making such decision, due consideration will be given to the welfare of the general public and to potential revenue losses for City and operating concessionaire.

2. Before a final decision is made to close the golf course because of frost, frozen greens, rain, or other unusual conditions, the Golf Course Manager (or his designated representative) will make a thorough inspection of the playing area. (See PM #A-503). If it is determined that use of the playing area will cause excessive or permanent damage which cannot be readily repaired by assigned personnel, the golf course will be closed temporarily or all day as circumstances dictate.

3. The Golf Course Manager (or his designated representative) will notify the Starter on duty to delay opening, or to close the course temporarily or all day. If possible, this notification should be made prior to Starter opening time. The Starter will immediately notify all golf course personnel and the golfing public of the closure decision.

4. If the golf course has been closed temporarily, the Golf Course Manager (or his designated representative) shall remain in the area until the course is opened, or until final determination has been made that it will remain closed all day.

5. If the golf course is kept open during or after a rain or other inclement weather, the Golf Course Manager (or his designated representative) will advise the Starter as to whether or not golf cars and/or hand carts are to be permitted on the golf course. If conditions warrant, the

"Play Winter Rules" sign will be posted at the Starter desk.

6. Any decision to close the golf course on a weekend day or a holiday shall be reported to the City Manager on the next regular working day.

7. "Policy for Inclement Weather":

a. A waiting list for open golf will not be started until the course opens.

b. If during the time the course is closed and a reservation is cancelled, players will be informed that they can go on a "standby" list which will go into effect when the course opens for play.

c. When the course opens, the people waiting for open play may be added to the standby list.

d. When the course opens, all persons on the standby list will be offered the opportunity to play the back nine, time permitting.

e. When the course opens for play, starting times for that particular time and later times will be honored, and all previous times will be cancelled.

f. In the case of fog or rain and the course has not been officially closed, starting times will tee off or be cancelled.

g. During inclement weather, when the golf course is too wet to play, reservations will automatically be cancelled.

h. When players are on the course and rain begins to fall, refunds will not be granted.

i. If it is raining, or a player has an emergency prior to the start of play, the Starter may return any fees paid.

F. Refunds and Rainchecks:

a. There are no refunds or "rain checks" after play has commenced. Starters will post "No Rain Checks" sign at the Starter's desk.

b. A player receiving a refund under the policies of this manual must surrender his/her cash register receipt to the Starter on the same day the greens fee was collected. The Starter will void the receipt and have the player sign it to indicate that he/she received the refund. The Starter will then write the reason for the refund on the receipt, enter in "Variations", and attach to the starter sheet.

G. Holiday Schedule:

a. January 1st - New Year's Day*

b. Third Monday in January - Martin Luther King

- c. Third Monday in February - Presidents' Day
- d. Last Monday in May - Memorial Day
- e. July 4th - Independence Day*
- f. First Monday in September - Labor Day
- g. Veterans' Day
- h. Thanksgiving Day
- i. Day after Thanksgiving
- j. December 25 - Christmas Day*
- k. Every day appointed by the President or Governor for a public fast, thanksgiving or holiday.
- l. Such other holidays as may be determined by City Council.

*Observed

H. Green Fees:

- 1. Regular
 - a. Patrons using City golf courses will be charged greens fees in compliance with the fee schedule approved by the City Council.
 - b. Since greens fees are subject to change, current fees shall be maintained and posted in a conspicuous location.
 - c. A full 9 or 18 hole green fee must be paid by all golfers even though a full round is not contemplated or completed.
 - d. Personal checks will not be accepted for green fees.

2. Fee Schedule (as of April 1, 1993)

	Price*
1. Los Lagos	
Weekday - 18 holes	\$16.00
Weekday - 9 holes**	12.00
Weekday Twilight***	12.00
Weekday Senior	8.00
Weekend or Holiday - 18 holes	20.00
Weekend or Holiday - 9 holes**	14.00
Weekend or Holiday - Twilight***	14.00
2. Mesa Linda	
Weekday - 18 holes	\$14.00
Weekday Twilight***	11.00
Weekday Senior	7.00
Weekday Student	7.00
Weekend or Holiday - 18 holes	17.00
Weekend or Holiday Twilight	12.00

*Subject to change

**Early A. M. only

***After 1:00 (PST), after 3:00 (PDT)

I. Complimentary Play

The purpose of complimentary play is to afford approved individuals the opportunity to play the golf course to ensure proper management, maintenance, course evaluation and/or to provide on course golf instructions as required. Complimentary play shall be authorized only for the personnel holding positions related to such functions and shall not serve as an employee benefit, in lieu of compensation, or gratuity.

When granting complimentary golf, the golf course Starter will record the player's name and cash register number on the starter sheet. In addition, in the variation section on the starter sheet, the Complimentary Play ("C.P.") player's place of employment and position will be recorded.

The City Manager and General Manager shall be responsible for the administration of all C.P. regulations. Upon presentation of proper credentials and identification, the following persons will be granted complimentary play at Costa Mesa Golf Course:

The City Manager shall be allocated 100 rounds of complimentary golf per year to be used as he determines.

Mesa Verde Partners shall be allocated 100 rounds of complimentary golf per year to be used as they determine.

School Team play:

Mesa Verde Partners will permit the Newport-Mesa District and Orange Coast College school golf teams to play practice rounds and scheduled league matches at the Costa Mesa golf courses under the following conditions:

Letter applications for school team play, for the following year must be submitted to the golf course between September 15 and November 1. Applications will not be accepted prior to September 15.

In processing an application for school team play, the General Manager will:

Make every effort to comply with the school request.

Designate the particular golf course to be used, and assign the days and times for school play.

Prior to January 2 of each year, meet with the golf coach or other designated faculty representatives of requesting schools to make necessary arrangements and to discuss procedures, rules, and regulations, and to schedule the team play.

Each school authorized for team play must submit a team roster and schedule for practice and league play to the General Manager at least two weeks prior to the opening of the season.

School golf teams will not be allowed on the golf course unless accompanied at all times by the golf coach or other designated faculty representative. Teams will be classified as a group, and the assigned coach or faculty member will represent them and be held accountable for their conduct.

Each school may be permitted to play without charge for a period of 18 weeks, between Feb. 1 and May 29, of each year. Any team qualifying for the playoffs will receive an extension of times corresponding with their participation in the playoffs. Team members may play only one 18-hole round on the assigned day or days and at the assigned golf course. Each participating school is allowed four foursomes and two coaches or faculty member for practice matches and for scheduled league matches. In addition, opposing teams will be "comped" during matches.

Team practice and/or league play will be permitted only on those weekdays (excluding holidays) assigned by the General Manager. School golf teams all report to the golf course between the hours of 2:00 P.M. and 3:00 P.M. on the days scheduled for play. Team practice rounds will be played on an "on call" basis.

School golf team members, golf coaches, and faculty representatives will be expected to observe and adhere to the rules of conduct, dress, and golf play prescribed by the City. City and Mesa Verde Partners reserve the right at all times to cancel a playing permit if conditions justify such action.

Discount Play Policy:

Senior Citizens:

Senior citizens residing in the city of Costa Mesa only, 60 years of age or older, may, on presentation of valid proof of age and residency, be eligible to play at the reduced fees as determined by the City.

Senior citizens may play at reduced rates under the following conditions:

The rates apply on weekdays only (exclusive of holidays).

Seniors paying the reduced rate cannot make or play on a reservation basis until after 10:00 A.M.

Senior citizens must pay regular fees on weekends and holidays and are considered regular players or full-fee playing players, and have the same rights and privileges as any other player.

Only one senior rate will apply on the Los Lagos course while unlimited senior rates are allowed on Mesa Linda.

Seniors playing at the reduced rate will allow the senior citizen to play one continuous 18-hole round, or less, per each eligible day at one golf course.

Upon receiving a senior citizen reduced green fee, the Starter will ring the fee on the Senior cash register key for the applicable golf course, and for 9-holes or 18-holes. The player's name will be recorded, along with the cash register receipt number, on the Starter sheet. The code initial "S" will be written in red in the fee column.

Seniors playing at the reduced fee will be afforded a reduced fee on golf car rental. This reduced fee will be as determined by the City. The initial "S" will be recorded on the Cart Rental Agreement alongside the fee charged.

Student Rates:

Mesa Verde partners will provide reduced-rate playing privileges at Costa Mesa Golf Course for any student with proper identification, who is 18 years of age or younger, and attending Newport Harbor School District or Orange Coast Community College.

Eligible students may play 9 or 18 holes of golf, on the Mesa Linda course only, at the prevailing student rate on weekdays only (Monday through Friday, exclusive of holidays), but students doing so cannot play until after 12:00 noon.

J. Fivesome Play Policy

Fivesome golf play may be permitted at Costa Mesa Golf Course under the following conditions:

Reservations may be made for a foursome or fivesome.

A fifth player may be assigned to a reserved starting time only with the consent of all five players.

Reserved starting times may be supplemented from the Call Sheet if all players have not checked in ten minutes prior to their starting time.

Unreserved times may be filled at the discretion of the Starter, with up to five players from the Call Sheet.

Except for tournament play, rental of golf cars is optional.

K. Starting Time Reservation Policy

Starting time reservation requests for daily play will be accepted by telephone at the golf course Starter's office one week in advance of the playing date desired. Reservations for weekend play will be accepted on the Monday prior to the weekend desired. Telephone requests may be made daily from 6:00 A. M. until sundown.

Reservations will be made only for groups of two, three, four, and where applicable, five players. Openings in a group may be filled by reservation or from the Call Sheet on the day of play. Reservations will not be accepted for a single player.

Reservations are not transferable prior to or on the day of play. If a reservation is cancelled, the Starter will offer the time to the next applicant, or if the time is open on the day of play, it will be filled with names from the Call Sheet in the order listed.

Permanent starting times will not be assigned at any time; however, Mesa Verde Partners may have two reserved starting times on Saturday, Sunday, and holidays.

If for any reason the golf course is closed the entire day all golf play reservations for that day will be cancelled. If the golf course is closed only temporarily, the reservations due at the time of actual opening will be honored first, with others following in the order listed. Players whose reservations are cancelled must inform the Starter if they wish to be registered on the Call Sheet. The Starter will make every effort to get those players on the golf course as soon as possible.

Golfers who do not have reservations or who are not eligible to reserve a time must register with the Starter on the daily Call Sheet.

Playing group vacancies, cancellations, and open or unreserved times will be filled only from the Call Sheet on a first-come, first-served basis with priority determined by the time of registration with the Starter.

Golfers are not permitted to buy, sell, or transfer starting times or Call Sheet positions. Only those golfers who are properly registered and who are called by the Starter will

be allowed to start play. Golf Starters shall not accept tips or gratuities.

The golf course Starter may switch or interchange starting times if in his/her judgement such change would prevent delays, eliminate confusion, correct a problem, or be of general benefit to the players involved and to those following.

The Starter will call players to the tee by name. After calling the group due on the tee, the following group will be given a five minute warning call by name. THE next group will then be given a ten minute warning call by name. Starting time intervals will be no less the seven minutes.

L. Golf Club Policy

Mesa Verde Partners will not sponsor or co-sponser any particular golf club; however, City may recognize and approve one club for men, two clubs for women and one club for seniors at Costa Mesa Golf Course. (Los Lagos and Mesa Linda)

Men's, Women's and Seniors' golf clubs wishing to become the representative club(s) at Costa Mesa Golf Course must request recognition and approval from the City. We would recommend any request for approval must included the Club constitution and by-laws, and a copy of the Club membership application form.

If the constitution, by-laws and membership application forms submitted meet established requirements, City may designate the requesting Club as a representative of the golf club with permission to use the Costa Mesa golf facility as its home golf course.

Individual members of the approved men's, women's and senior golf clubs will not receive any special privilege with regard to starting times.

At the beginning of each calendar year, the City Manager or his designated representative will schedule and conduct a joint meeting with the incoming presidents of the men's, women's and senior golf clubs. Subject for discussion at these meetings shall include golf course related activity, plans for improvement and expansion, etc.

Only one tournament per calendar month will be permitted for any City authorized men's and senior clubs. The women's clubs (Mesa Linda and Los Lagos) may each hold one tournament per week (exclusive of weekends and holidays). Tournament fees do not apply to these tournaments.

The Men's Club and the Women's Clubs at Costa Mesa Golf Course may sponsor a special one-day tournament, or shotgun tournament under the following conditions:

The tournament may be held on any Monday available during the calendar year providing it does not interfere with any prescheduled tournament. The tournament is unlimited but requires multiple reserved starting times with a minimum of 128 players. The tournament fees will be required for these tournaments.

M. Tournament Play Policy

It is the intention of Mesa Verde Partners to allow any golf club, company, golf association, or other organization to request holding a golf tournament at Costa Mesa Golf Course. Every effort will be made to avoid heavy concentration of tournaments which might interfere with access to tee times by the general public. Tournaments may be held under the following conditions:

Only one tournament per calendar month at either course will be allowed for any one organization.

All tournaments must have a tournament agreement requiring multiple reserved starting times with a minimum of 24 players.

Green fees and charges are subject to change without prior written notice. Tournament fees will be based on fees and charges in effect on the date of the tournament. All fees and charges in effect on date of tournament must be prepaid with the exception of cart fees.

All tournaments with multiple tee times will start after 10:00 A.M. standard time and 11:00 A.M. daylight savings time regardless of day or date of tournament.

Refunds on tournament gree fees and charges will not be made unless the course is officially closed or carts are not allowed due to inclement weather or other adverse conditions. If the golf course is closed prior to a tournament, every effort will be made to re-schedule the tournament. If the golf course is closed during a tournament, fees for those participants who have not commenced play will be refunded in sccordance with Mesa Verde Partners' procedures.

All scheduled tournaments will be posted near the clubhouse and Starter's office for information by the general public at least two weeks in advance of the tournament dates.

Unless otherwise approved by the General Manager, written requests must be mailed to the tournament director at Costa Mesa Golf Course. Requests must be postmarked no earlier than September 1 each year for tournament dates in the following calendar year. Each request must list the desired tournament date and an acceptable alternate date. Tournament requests will be processed in the order received; however, priorities will be given to the Men's and Women's Clubs.

If when processing a tournament request it is determined that the desired date is available, the tournament director will complete the appropriate areas of the tournament contract. The contract will be mailed to the requesting organization. The applicant must complete his portion of the contract, sign and return the original and one copy with the required \$100.00 deposit within 15 days. This non-refundable \$100.00 deposit will be applied to the tournament's total fees. The tournament request letter showing the date the contract is mailed to the applicant will be kept on file.

If required copies of the tournament contract are received within the 15 day response period, including the \$100.00 non-refundable deposit, the tournament date and starting times requested will be held pending payment of the full amount of the fees due.

On receipt of the full fees within the time allocated, the tournament director will return one copy of the agreement and receipt for fees paid and one copy will be placed on file. Organizations must obtain their own insurance.

All Exclusive Use tournaments must be approved in writing by the City Manager and are subject to the following requirements:

Carts are mandatory (minimum of 75).

Pay a minimum amount to the restaurant and golf shop. The amounts are not applicable to cart costs.

Must be held Monday through Friday only (excluding holidays).

Insurance.

Mesa Linda Golf Course will be allotted four days a year, one per quarter, for scheduling shotgun tournaments.

On those dates, the courses may schedule multiple shotguns. These are the only dates on which multiple or shotgun tournaments can be held. (These restrictions do not apply to the annual Men's and Womens' Clubs shotgun tournaments). The proposed schedule of shotgun dates must be approved by the General Manager and the City Manager.

Shotgun tournaments are also subject to the following conditions:

May only be held on non-holiday weekdays.

Use of golf carts by all golfers is mandatory.

Pay a minimum amount to the restaurant and golf shop.

Mesa Verde Partners will review the schedule in order to prevent excessive concentration of tournaments, with the General Manager giving priority to those requests submitted earliest.

EXHIBIT G

SUPERINTENDENT QUALIFICATIONS

Mesa Verde Partners and the City Manager will formalize the superintendent qualifications before the conclusion of the first year of the term of the agreement.

RESUME

MELVIN L. SUMMER, JR.

30517 EARLY ROUND DRIVE, CANYON LAKE, CA 92587

HOME: [909]244-5684

WORK: [714]548-4272

OBJECTIVE

A Challenging and responsible position working with a progressive management company, golf course, country club or golf course construction company in a positive work environment in an upper level management position.

SUMMARY OF EXPERIENCE

Having worked for more than nineteen years in the maintenance, care, construction and grow-in of golf courses as a Superintendent, Assistant superintendent and Staff member, I am confident of my abilities to perform successfully in any assignment in this or similar fields. The following job history outlines my advancement and professional progress.

~COSTA MESA C.C., MESA VERDE PARTNERS GOLF MANAGEMENT, COSTA MESA, CALIFORNIA- August 1992 to Present

Golf Course Superintendent

Responsible for the maintenance; project administration, design and budgeting; computerized financial and maintenance recordkeeping; capitol improvement project design, budgeting and implementation; as well as employee management for the 36-hole municipal golf facility.

~PELICAN HILL GOLF CLUB, WESTERN GOLF PROPERTIES MANAGEMENT, NEWPORT BEACH, CALIFORNIA- September 1990 to November 1991

Golf Course Construction/Grow-in Superintendent

Responsible for overseeing the construction and planting of the golf course and landscape areas of this award winning Tom Fazio designed golf resort. Responsible for the grow-in of the golf course to the highest standards of playing conditions, including the hiring, training and management of the maintenance staff, and the computerized recordkeeping and tracking of maintenance operations.

~CARLACIO GOLF AND LANDSCAPE, INC., APRIL 1989 TO SEPTEMBER 1990

Golf Course Construction and Golf Course Irrigation System Installation

Golf course greens, tee, bunker and drainage construction. Installation of both Rainbird Maxi V and Toro Network 8000 irrigation systems on both newly constructed and existing golf courses.

~CANYON LAKE COUNTRY CLUB, CANYON LAKE, CA- June 1983 to March 1989

Golf Course Superintendent

Responsible for the maintenance of private 18-hole golf course, including: the supervision of maintenance personnel; the care of clubhouse grounds and parking lots; the operation of irrigation systems (reclaimed and potable water); golf cart fleet maintenance; the design and implementation of golf course construction projects including: greens reconstruction, bunker reconstruction, tee and fairway reconstruction; and financial budgeting, purchasing and recordkeeping responsibility.

~KNOB HILL C.C., FREEHOLD, NEW JERSEY- March 1980 to June 1983

Golf Course Superintendent

Responsible for the supervision of personnel in the daily maintenance of the 18-hole golf course; financial budgeting, purchasing and recordkeeping; the maintenance and operation of the irrigation system; the maintenance of the clubhouse, proshop and maintenance buildings, grounds and parking lots; and golf cart fleet maintenance.

~KNOB HILL COUNTRY CLUB- May 1977 to March 1980

Assistant Golf Course Superintendent

Assist the golf course superintendent in all fazes of golf course maintenance and construction projects. Responsible for the supervision of the part-time summer crew and irrigation system maintenance.

~KNOB HILL COUNTRY CLUB- June 1974 to May 1977

Golf Course Maintenance Staff Member

Carry out the daily maintenance of greens, tees, fairways, bunkers, trees, lakes, landscaping, etc.

EDUCATION

RUTGERS COLLEGE, RUTGERS UNIVERSITY, NEW BRUNSWICK, NJ- May 1980

Bachelor of Science Degree (4 year degree)

Major: Ecology/Biology; Minor: History; Special Emphasis: Turfgrass Management

Major Courses Included: Biology, Chemistry, Calculus, Ecology, Geology, Botany, Organic Chemistry, Microbiology, Genetics and Biochemistry.

Specific Courses Included: Dendrology, Entomology, Plant Ecology, Turfgrass Science, Plant Propagation, Soils, Biogeography, Plant Pathology, Plant Taxonomy, and an independent research project in turfgrass management.

Transcript Available Upon Request.

PROFESSIONAL/CONTINUING EDUCATION

Attended eight(8) Golf Course Superintendents Association of America Conferences and Trade Shows.

Received Certificates for the following G.C.S.A.A. seminars: Golf Course Design Principals; Maximizing Job Satisfaction; Managerial Productivity, Irrigation Systems Design I; Computers in Golf Course Management, Disease Identification and Control; and Advanced Computer Applications.

ALLENTOWN HIGH SCHOOL, ALLENTOWN, NEW JERSEY- June 1976

Honors Graduate, Member of The National Honor Society

Awards: Outstanding Math and Science Student/Varsity Baseball Team Member

PAST AND PRESENT MEMBERSHIPS

Present:

Class A Member, Golf Course Superintendents Association of America

Class A Member, California Golf Course Superintendents Association

Education Chairman, C.G.C.S.A., April 1988-April 1989

Class A Member, San Diego Golf Course Superintendents Association

President, April 1988- April 1989; Vice President, April 1987- April 1988;

Secretary/Treasurer, April 1985- April 1987
Member Southern California Turfgrass Council

Past:

Eagle Scout, Boy Scouts of America
Member of The Rutgers University Golf Team

Licenses:

Valid California State Drivers License
California Certified Commercial Pesticide Applicator (categories B and F)

PERSONAL DATA/HOBBIES

Birthdate: January 10, 1958

Hobbies: Golf (10 Handicap), Fitness Training, Basketball, Softball,
Racquetball, Cycling, Water-skiing, Fishing

REFERENCES

Letters Included

Mr. Gabe Hrab
PGA Golf Professional
Menifee Lakes Country Club
Home[909]676-2624 Work[909]672-3090

Mr. David Lindeman
PGA Golf Professional
Canyon Lake Country Club
Home[909]244-1423 Work[909]244-2853

Mr. Larry Gilhuly,
Director Western Region Green Section
United States Golf Association
Work[714]457-9464

Dr. Vic Gibeault, Turfgrass Professor
University of California, Riverside
Riverside, CA 92521
Work[909]787-3575

Attachment 1

EXHIBIT H

City will make corrections to the elevator, including paths of travel to and from the elevator, as necessary to bring the elevator into compliance with the Americans with Disabilities Act and Titles 19 and 24 of the California Building Code. Such corrections may include widening ramps at ground floor level and demolition and reconfiguration on the second floor to clear a pathway from the elevator to the public area.



June 10, 1996

Mr. Allan Roeder
 City Manager
 CITY OF COSTA MESA
 77 Fair Drive
 Costa Mesa, California 92626

Dear Allan:

This letter serves as a request for a ten-year lease extension on our management contract at the Costa Mesa Golf Courses. After discussions with Gene Krekorian of Economic Research Associates, it is our understanding that our original Capital Improvement proposal of \$849,000 for a ten-year extension results in a net cost to the City of \$128,000. To bring the cost/benefit to the City into balance, we will increase our commitment to the City an additional \$201,000. MVP proposes to amend our original CIP commitment and complete the following Capital Improvements prior to the end of calendar year 1999:

	<u>Estimate</u>
1. Ka Clubhouse Code Compliance	\$200,000
2. Parking lot resurface (including lighting, trenching and fencing).	\$ 55,000
3. Halfway house remodel	\$ 30,000
4. Tee rebuilding (Four tees @ \$5,000)	\$ 20,000
5. Toro Network 8000 Irrigation System	\$425,000
6. Clubhouse and cart storage remodel	\$175,000
7. Cart path construction ✓	<u>\$145,000</u>
TOTAL:	\$1,050,000

It is a terrific opportunity for the City of Costa Mesa and Mesa Verde Partners to accelerate improvement to the facility and increase city revenue.

Sincerely,

Ron Lane

Ron Lane
 Mesa Verde Partners

cc:Ann Gyben

EXHIBIT J

CAPITAL IMPROVEMENTS THROUGH DECEMBER 31, 1999	ESTIMATED COST	COMPLETION DATE
<i>Code Compliance</i>	\$200,000	<i>August 1997</i>
<i>Parking Lot Renovation</i>	\$55,000	<i>January 1997 ✓</i>
<i>Halfway House Remodel</i>	\$30,000	<i>December 1997 ✓</i>
<i>Toro Network Irrigation System</i>	\$475,000 (In addition to \$1,125,000 already committed to for a total of \$1.6 million)	<i>August 1997 ✓</i>
<i>Clubhouse and Cart Storage Remodel</i>	\$175,000	<i>December 1999</i>
<i>Projects to be determined by City and MVP. May include bunkers and portions of tee rebuilding and cart path construction.</i>	\$165,000	<i>December 1999</i>



8-

EXHIBIT K



July 8, 1996

Ann Gyben
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628

Dear Ann:

Mesa Verde Partners proposes to complete the following capital improvements prior to the end of calendar year 1999:

1. Code Compliance:

The code compliance report identifies the many existing non-compliances at the clubhouse facility. Our proposed remodeled plan will retrofit the clubhouse for building code violations, as well as, meet the requirements of the Americans with Disabilities Act and Title 24 access compliance including the California Title - 24 accessibility requirements.

Estimated cost: \$200,000.
Estimated completion: December 1997

2. Parking Lot Renovation:

Due to normal wear and tear the parking lot has deteriorated and needs to be resurfaced and restriped. This project will also include fencing, lighting, signage, and irrigation improvements to correct all noncomplying conditions in the parking lot area.

Estimated cost: \$55,000.
Estimated completion: December 1996

3. Halfway House remodeled:

After further analyzing the structural damage and noncompliance of this building, we propose to redesign the halfway house to restore the restroom facilities and improve the food and beverage concessions.

Estimated cost: \$30,000.
Estimated completion: December 1998

4. Irrigation System

The Toro Network 8000 computer controlled, irrigation system has been selected to be installed on the golf courses. It would have the ability to utilize an on site weather station to calculate water replacement from evapotranspiration. It would have the ability to be operated in the field by both field satellite and radio communication to activate stations in the field and/or to communicate with the central controller. The system would feature individual valve-in-head control in order to provide control of water application to each sixty-five foot surrounding area around every sprinkler head. We feel this system offers the best control of irrigation water application and water conservation. The system has been recommended by our golf course superintendent (Mel Summer) and irrigation architect firm (Bryant & Gordon Golf Services) and has been approved by the U.S.G.A. Green Section Agronomist (Mike Huck) as well.

Estimated cost \$475,000.
Estimated completion December 1997

5. Clubhouse and Cart Storage remodel

The first floor clubhouse and cart storage area will be redesigned to the highest standards of the golfer and the public to enhance the enjoyment by both. The remodeled clubhouse will enclose 12,000 square feet of reconfigured and new space to meet or exceed the stipulated criteria set forth in the Code Compliance report. Detailed improvements include relocating the cocktail lounge and cart storage area, remodel of existing food service, a new kitchen and restrooms, as well as enhanced circulation patterns.

Estimated cost: \$175,000.
Estimated completion: December 1999

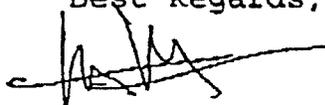
6. Sand Bunkers:

Bunkers are an issue that are constantly being addressed by our maintenance staff. They are regularly edged and weeded and are raked on an almost daily basis. Sand is added yearly or on an as needed basis, as well. However, because of their poor construction they are in need of rebuilding. This fact has been addressed in the U.S.G.A. reports. We would propose to rebuild the bunkers on a priority basis rebuilding the worse ones first. This rebuilding would include recontouring the bunkers for aesthetic, playability and

maintenance considerations. It would also include adding drainage and subsoil stabilization, as well as installing new sand to meet U.S.G.A. recommendations.

Estimated cost: \$165,000..
Estimated completion: December 1999

Best Regards,



Scott Henderson