



CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and City Council Members

FROM: Lynn Nardinger – Public Works Deputy Director

Agenda Item No.: 9-F-3

Meeting Date: March 25, 2013

ACTION REQUESTED: Motion to Approve the contract with Turf Solutions & Management, LLC (TSM) to operate the driving range at MNGL.

ATTACHMENTS: Driving Range Management and Consulting Contract

BACKGROUND: The City Council approved at their March 11, 2013 meeting the opening of the driving range. Staff has worked with Randy Juliar from Turf Solutions & Management (TSM) to come up with a cost to maintain the driving range for the 2013 season. All equipment will be purchased by the city and includes a ball dispensing machine with a bill acceptor, baskets, golf balls, cart, cart adapter, three gang picker, hand picker, rakes, tokens, and a ball washer. The cost of this equipment will be approximately \$17,000.

DISCUSSION: TSM will maintain the driving range for seven months beginning in April. TSM will be responsible for maintenance of the grounds, picking and washing the golf balls, and filling the dispensing machine with golf balls. The cost of the contract with TSM will be \$9,500. The city will pay TSM \$1,357 per month for the listed services payable in two installments of \$678.50 each. Invoices will be submitted twice a month to the Public Works Department. TSM will open the driving range every morning and Red Wing Police Department will close it every night on their rounds.

City staff will collect all cash from the machine. Income for the driving range is estimated to be around \$8,000 and will be deposited in the City's general fund.

FUNDING: Golf Course budget

ONGOING OPERATION AND MAINTENANCE COSTS: The cost of the contract is \$9,500

ALTERNATIVES:

- 1). Approve the contract with TSM.
- 2). Not Approve contract.

RECOMMENDATION:

- 1). Approve the contract.

Driving Range Management & Consulting Contract

Under this contract dated this 25th day of March, 2013, Turf Solutions & Management, LLC, a Minnesota limited liability company (hereafter referred to as "Contractor"), will provide the City of Red Wing with driving range management and consulting services pursuant to the terms and conditions set forth in this Agreement. The Parties to this contract are Contractor and the City of Red Wing (hereafter referred to as "the City"). Contractor and the City shall collectively be referred to as the Parties.

1. **Nature and Scope of Services:** Contractor will perform the following driving range management and consulting services for the City at the property owned by the City known as the Mississippi National Golf Links (hereafter referred to as MNGL):
 - a. Mowing of the driving range, rough areas, and tee boxes at a rate sufficient to assure the health of these specific and varied grass types. Spraying applications for fertilizer and chemical treatment to ensure the health of the driving range, rough areas, and tee box grasses. Raking and other work needed to keep all bunkers free from vegetation. All work related to the daily maintenance of any necessary grounds care equipment used to maintain the driving range shall be provided by Contractor.
 - b. Contractor will be responsible for picking balls with ball picker and hand picking the hillsides the night before mowing. Balls will be washed by Contractor and Contractor will be responsible for filling the ball dispensing machine.
 - c. All work related to the charging of the irrigation water pumping systems and all service and regular maintenance of the entire irrigation system. Fertilizer and chemical applications shall be made as needed, depending on spring weather conditions.
 - d. The City of Red Wing will be responsible for the costs of all materials, supplies, utilities and services necessary for Contractor to perform its obligations under this Agreement, including, without limitation, fertilizer, chemicals, irrigation equipment (including electrical service), electrical and signal service of satellites, water service, sewer service, garbage removal, electricity, fuel, and any grounds care equipment parts and repairs on equipment owned by the City. The City of Red Wing will also be responsible for any contract services needed to repair or maintain the irrigation equipment necessary under this Agreement.
 - e. Under no circumstances will Contractor guaranty or be responsible under this Agreement for any damage that may be caused by weather, acts of nature, vandalism or other causes beyond Contractor's control.

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- 2. Payment for Services:** The City will provide payment to Contractor for the driving range management and consulting services set forth herein as follows:
- a. The City will pay the Contractor \$1,357 per month for the listed services payable in two installments of \$678.50 each.
 - b. The Contractor shall present an invoice to the Public Works department twice per month on the 1st and the 15th commencing on April 15, 2013 and continuing through October 31st, 2013. This invoice will be for the work performed previous to the invoice date. The invoice must reflect any additional charges for parts or materials that were used to maintain the grounds at MNGL and for any other items that are the responsibility of the City under this Agreement.
 - c. The Public Works staff will check the invoice for accuracy. After verification, the invoice will be promptly processed for payment. Normal payment time should not exceed 10 days.
- 3. Length of Contract:** This contract will begin on the 1st day of April, 2013, and continue through the 31st day of October, 2013, unless it is terminated as provided in this Agreement.
- 4. City Obligations:**
- a. The City shall make payment to Contractor according to the terms agreed upon herein.
 - b. The City shall provide Contractor with access to City property, including buildings and storage facilities, as necessary for performance of the driving range management services set forth herein.
 - c. The City shall provide the following equipment for use by the Contractor:
 - 1. One (1) Turf II golf cart
 - 2. One (1) 3 gang ball picker
 - 3. Two (2) Club Car Adapters
 - 4. Two (2) Tour-Lite Rakes
 - 5. Two (2) Shag Bags
 - 6. One (1) Range Ball Washer
 - d. City shall be responsible for all repairs for the equipment listed above.

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5. Contractor's Obligations:

- a. Contractor shall timely perform the driving range management services outlined herein in exchange for payment from the City. Contractor shall provide sufficient employees to timely perform its obligations set forth herein. Contractor and its employees are independent contractors and are not employees of the City.
- b. Contractor shall at all times during the term of this Agreement or any extension thereof, at its own expense, maintain and keep in force comprehensive general public liability insurance against claims for personal injury, death, or property damage arising in connection with this Agreement in the limits set forth in Minnesota Statutes Section 466.04, as amended. Contractor shall name the City as an additional insured on this policy, and shall provide proof of said insurance to the City.
- c. Contractor shall be liable for any personal injuries, death, or damage caused to City property, including buildings and storage facilities, caused by the Contractor's employees and subcontractors during the course of performing the driving range management and consulting services set forth herein.
- d. Contractor shall carry all other insurance coverage required by law, including but not limited to, Workers' Compensation Insurance, if applicable. Contractor shall provide proof of said insurance to the City.
- e. Contractor shall be responsible for all routine maintenance checks and normal service to the City's equipment. The City will furnish all oil, filters, belts and other normal wear parts.

6. Termination: This Agreement may be terminated as follows:

- a. Upon mutual agreement of the Parties.
- b. Upon a material breach of the Agreement, the non-breaching party may terminate the Agreement.
- c. By the City upon providing thirty (30) days advance written notice to Contractor.

7. No Oral Modification: Any desired changes to this Agreement by either party shall require prior notice in writing, and mutual agreement to the proposed changes by the Parties.

8. Governing Law: This Agreement is made and will be constructed and interpreted in accordance with the laws of the State of Minnesota.

9. **Waiver:** The waiver by either Party of any default by the other Party under this Agreement, or the failure of either Party to insist upon strict performance of any of the terms of this Agreement, will not be deemed to be a waiver by such Party of any future default or of such Party's right to insist upon strict performance by the other Party in the future.
10. **Agreement:** The undersigned are duly authorized to enter into this Agreement on behalf of the City and Contractor. As the authorized representatives for the City and Contractor we hereby agree to the terms and conditions set forth by this Agreement.

CITY OF RED WING

Rick Moskwa, Director of Public Works

Date: _____

Dennis Egan, Mayor

Date: _____

Kay Kuhlmann, City Council Administrator

Date: _____

Kathy Seymour Johnson, City Clerk

Date: _____

TURF SOLUTIONS & MANAGEMENT, LLC

By: _____
Randy Juliar, Chief Manager

Date: _____

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