



CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and City Council Members

FROM: Rick Moskwa, Public Works Director

Agenda Item No.: 8-N

Meeting Date: April 8, 2013

ACTION REQUESTED: Motion to Approve the contract with Turf Solutions & Management, LLC, (TSM) for minimal maintenance of Mississippi National Golf Course for the 2013 season.

ATTACHMENTS: Golf Course Management and Consulting Contract

BACKGROUND: Council approved at their January 14th meeting, to minimally maintain the golf course for the 2013 season and also approved a three month contract with TSM for services. For the last three months TSM has been removing snow and getting equipment ready for the summer. Staff has been working to secure equipment needed to minimally maintain the course for 2013.

DISCUSSION: Staff has been working with TSM on a contract for minimally maintaining the golf course for the remainder of the year. The contract would be from May 1st through November 30th. The City of Red Wing will be responsible for the costs of all materials, supplies, utilities and services necessary for the contractor (TSM) to perform its obligations under this agreement. This includes 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 irrigation equipment owned by the City. The City of Red Wing will also be responsible for any contract services needed to repair or maintain the equipment necessary under this agreement.

The City shall provide the following equipment for use by the contractor:

1. One (1) 72" Kubota rotary mower
2. One (1) 54" John Deere zero turn rotary mower
3. One (1) John Deere 3720 Tractor with one (1) 11' Land Pride rear pull behind mower

4. One (1) 10' Toro rotary mower
5. One (1) Kubota Turf Utility Vehicle
6. Air Compressors for blowing out irrigation lines

The City shall be responsible for all repairs for the equipment listed above. The contractor will perform the following golf course management and consulting services for the City:

- Mowing of all greens, fairways, 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 all greens, fairways, 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 golf course shall be provided by TSM.
- All work related to the charging of the three irrigation water pumping systems and all service and regular maintenance including winterization of the entire irrigation system shall be included.
- Fertilizer and chemical applications shall be made as needed, depending on spring weather conditions.
- Winterizing the course in fall, including blowing out irrigation, applying snow mold prevention material.

The contractor shall carry all insurance coverage required by law.

The contractor will provide the equipment necessary for the performance of the golf course management and consulting services set forth herein, including but not limited to, the following:

1. Two (2) Greens Mowers, reel type
2. One (1) Sprayer, commercial fertilizer & chemical
3. One (1) Cart, park maintenance vehicle

The contractor shall be responsible for all repairs for the equipment listed above.

The City will provide payment to contractor for the golf course maintenance services set forth herein as follows. The City will pay the contractor \$14,000 per month for the listed services payable in two installments of \$7,000 each.

FUNDING: Funding will be provided through the 2013 operating budget. As approved by Council, this budget contains \$100,179 for operational expenses and \$107,000 for capital expenses. Because of the situation at MNGL moving into 2013, we will need to adjust the line item expectations for this budget area.

ONGOING OPERATION AND MAINTENANCE COSTS: The contract before the City Council is for a total of \$98,000 in contracted services. At this time it is very difficult to know what the ongoing maintenance costs will be at the golf course.

If these expenses were extended through the month of November, the 2013 budget would not have sufficient funds to cover this cost. For this reason, staff would ask Council to consider the encumbrance of all unspent funding from the 2012 Golf Course budget be forwarded to the 2013 budget. The current budget recap for 2012 expenses shows a balance of \$114,253.67 in unspent funds. If Council were to encumber these funds, the 2013 budget would have approximately \$320,000 for the golf course expenses, if needed.

Council does not need to take action on the encumbrance at this time, but would like to make the intention of encumbering these funds known. The list of encumbrances will come to the City Council later in the year.

ALTERNATIVES: 1.) Approve contract with Turf Solutions & Management, LLC
2.) Not Approve Contract

RECOMMENDATION: Staff recommends approval of the attached contract with Turf Solutions & Management, LLC.

Golf Course Management and Consulting Contract

Under this contract dated this 8th day of April, 2013, Turf Solutions & Management, LLC, a Minnesota limited liability company (hereafter referred to as "Contractor") will provide the City of Red Wing with golf course 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 golf course maintenance 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 for all greens, fairways, 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 all greens, fairways, rough areas, and tee box grasses, including winterization treatment of the greens. 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 golf course shall be provided by Contractor.
 - b. All work related to the charging of the three irrigation water pumping systems and all service and regular maintenance including winterization of the entire irrigation system shall be included. Fertilizer and chemical applications shall be made as needed, depending on weather conditions.
 - c. 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.
 - d. 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.

2. **Provision of Necessary Equipment:** Except as provided in Paragraph 5, Contractor will provide the equipment necessary for the performance of the golf course management and consulting services set forth herein, including but not limited to, the following:

Two (2) Greens Mowers, reel type
One (1) Sprayer, commercial fertilizer & chemical
One (1) Cart, park maintenance vehicle

3. **Payment for Services:** The City will provide payment to Contractor for the golf course management and consulting services set forth herein as follows:

- a. The City will pay the Contractor \$14,000 per month for the listed services payable in two installments of \$7,000 each.
- b. The Contractor shall present an invoice to the Public Works department twice per month on the 1st and the 15th commencing on May 15th, 2013 and continuing through December 1st, 2013. This invoice will be for the work performed previous to the invoice date. The invoice should also 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.

4. **Length of Contract:** This contract will begin on the 1st day of May, 2013, and continue through the 30th day of November, 2013, unless it is terminated as provided in this Agreement.

5. **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 golf course maintenance services set forth herein.
- c. The City shall provide the following equipment for use by the Contractor:
 1. One (1) 72" Kubota rotary mower
 2. One (1) 54" John Deere zero turn rotary mower
 3. One (1) John Deere 3720 Tractor with One (1) 11' Land Pride rear pull behind mower
 4. One (1) 10' Toro rotary mower

5. One (1) Kubota Turf Utility Vehicle
6. Air Compressors for blowing out irrigation lines

d. City shall be responsible for all repairs for the equipment listed above.

6. Contractor's Obligations:

- a. Contractor shall timely perform the golf course management and consulting services and provide the necessary equipment 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 Contractor's employees and subcontractors during the course of performing the golf course maintenance 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.

7. 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.

- 8. **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.
- 9. **Governing Law:** This Agreement is made and will be constructed and interpreted in accordance with the laws of the State of Minnesota.
- 10. **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.
- 11. **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: _____

Lisa Pritchard Bayley, Acting 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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