



**AGENDA
GOLF COURSE ADVISORY BOARD
REGULAR MEETING
APRIL 14, 2021
9:00 AM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF MINUTES**
 - 4.1 Approval of Minutes
- 5. OLD BUSINESS**
 - 5.1 Junior Golf Association
 - 5.2 Toptracer
- 6. NEW BUSINESS**
 - 6.1 Financial Update
- 7. MGA UPDATE**
- 8. WGA UPDATE**
- 9. MARKETING UPDATE**
- 10. AGRONOMY UPDATE**
- 11. PUBLIC COMMENT**
- 12. ADJOURNMENT**

All members of the public are invited to be present and be heard. Persons with disabilities requiring accommodations in order to participate in this program or activity should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired). All interested parties may appear at said meeting and be heard as to the advisability of any action, which may be considered with respect to such matter. For information regarding this matter, please contact the Golf Course Manager.

MINUTES
GOLF COURSE ADVISORY BOARD
Wednesday, March 10, 2021
City Hall Commission Chambers
Page 1 of 2

CALL TO ORDER: 9:00 AM

ROLL CALL: Golf Course Advisory Board (GCAB) Chairperson Ricky Robbins, Jr. called the roll; Present: Chairperson Ricky Robbins, Jr., Secretary/FBMGA Representative Lee Murray; Member John Pelican; Member Jayne Paige and Member/ FBWGA Representative Sue Simpson. Golf Course Staff in attendance: Steve Murphy and David Younger. Also in attendance: City Commissioner Chip Ross and guest Mike Pazakis.

PLEDGE OF ALLEGIANCE: Chairperson Robbins led the Pledge of Allegiance to the Flag.

4.1 APPROVAL OF MINUTES REGULAR MEETING: A motion was made by Member John Pelican, seconded by Secretary Murray, to approve the February 10, 2021 Regular Meeting Minutes. Vote upon passage of the motion was taken by ayes and nays, and being all ayes, carried.

Secretary Murray noted he sent the first draft of the minutes to City Clerk Caroline Best for assistance with names and titles. City Clerk Best emailed the minutes back in a more professional presentation and Secretary Murray optimistically anticipates future review of draft minutes. Chairperson Robbins noted Clerk Best would enjoy assisting the GCAB and will contact her about reviewing future meetings.

5.1 GENERAL MANAGER UPDATE: City Golf Course Project Manager Steve Murphy discussed the changeover from Troon Golf to City management. Despite logistical challenges, everything is now running smoothly. Mr. Murphy stated the club is following all Center for Disease Control (CDC) guidelines as well as the City Covid-19 safety measures. The revenue goal per month is \$125,000 and with the savings of over \$7,900 per month due to the payment of Troon Golf. Mr. Murphy indicated that the golf course is in transition as upkeep continues the North greens and once completed the South Course will be closed for maintenance.

5.2 TOP TRACER AND DRIVING RANGE UPDATE: City Golf Course Project Manager Steve Murphy said the Top Tracer Grand Opening is Saturday, March 27th. Other promotional days pre-opening have been scheduled. Additional matters regarding the Top Tracer include, Calloway Golf bought TopTracer, the monthly fee for Top Tracer is \$2,000, the revenue goal is \$10,000 per month, a bar will be added to the back room, food will be available to order online and served from the Clubhouse. Top Tracer will be open until thirty minutes before sundown.

5.3 JUNIOR GOLF ASSOCIATION: PGA Professional Golfer Mike Pazakis offered to manage a Junior Golf Program at the FBGC and proposed an 80% - 20% arrangement akin to the agreement the City has with the Parks and Recreation tennis instructor. Discussion ensued regarding liability and the need for a Request for Proposal (RFP). Manager Murphy will investigate the best way to proceed regarding Mr. Pazakis's proposal.

6.1 NORTH 9 COURSE: Golf Course Superintendent David Younger reported the temporary greens on the North Course should be removed within three weeks, the South Course would be closed, and work would commence to improve the course including some essential tree trimming. Younger anticipates that with the ease of access to City equipment the golf courses will be much better than in the past access to City equipment that the golf courses would be much better than in the past.

6.2 AGENDA ITEMS: Chairperson Robbins discussed the proposed agenda items for the April 14th GCAB Meeting.

7. MGA UPDATE: Secretary Murray had no Fernandina Beach Men's Golf Association (FBMGA) update at this time.

8. WGA UPDATE: Member Sus Simpson had no Fernandina Beach Women's Golf Association (FBWGA) update at this time.

9. MARKETING UPDATE: Manager Murphy reported all transitional issues from Troon Golf to City Management are complete and expectations continue for a successful future.

10. AGRONOMY UPDATE: David Younger referred to his previous remarks.

11. PUBLIC COMMENT: City Commissioner Chip Ross asked the GCAB how much subsidy should the City provide to the Golf Course. Secretary Murray mentioned that the \$18,000 per month loan debt payment would end December 2021 and that the FBGC is the largest recreational area in the City.

12. ADJOURNMENT: A motion was made by Secretary Murray, seconded by Member Simpson, to adjourn. Vote upon passage of the motion was taken by ayes and nays, and being all ayes, carried.

Submitted by Lee W. Murray, GCAB Secretary

Ricky Robbins, Chairperson

Lee Murray, Secretary



CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of approving a Request for Proposal (RFP #2017-31) and Agreement with for Golf Professional Instructional Services at the city golf courses between the City and Rick Sellers Golf.

RECOMMENDATION/MOTION: Recommend the RFP (#2017-31) and Golf Professional Instructional Services Agreement with Rick Sellers Golf be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal Five. Great place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective 5.D. Appropriate leisure and recreational opportunities responding to the needs of the residents.

BACKGROUND:

Purpose

The City is seeking qualified, professional instructors and anticipates entering into a contract with one or more interested professionals to provide golf instruction at the three city courses. The instructor positions will be independent contractors, not employees of the City of Bloomington.

Background

The City operates three golf courses. Highland Park, located at 1613 S. Main Street, opened in 1922, making it the first public golf course in our community. Its' 18 hole classic tree lined layout is home to golfers of all levels and serves as the home course for six high school golf teams. The course has areas two practice putting greens. Prairie Vista, located at 502 W. Hamilton road, opened in 1991, and quickly became one of the finest courses in downstate Illinois. The open, parkland style design makes it a playable course for all golfers. It serves as host courses for many outing and tournaments, including the Illinois High School Association (IHSA) State Finals. The course has a full practice range along with a large short game area. The Den at Fox Creek, located at 3002 Fox Creek Road, opened in 1997, and was designed by legendary golfer, Arnold Palmer. It is the only Arnold Palmer Signature Course in the state of Illinois that is open to the public. Golfers will travel throughout the Midwest for an opportunity to play the course. It is the host to numerous outings, tournaments, including the IHSA State Finals. The course has a full practice range along with a large short game area. The City courses regularly see over 60,000 rounds played and are the home course to multiple leagues, seven (7) high school golf teams, and have a junior golf program with over 70 members.

The main goal of the instruction should be to increase the enjoyment of playing golf for people of all ages, golf handicaps, and abilities with a special emphasis on but not limited to: new and returning golfers, family golf, women, college students, corporate golf, individuals with

disabilities, and youth. The instruction should be geared for individuals as well as groups and camps. It should be noted that any and all pricing charged by the awarded Contractor must be approved by the City of Bloomington on an annual basis.

To meet the needs discussed above, a Request for Proposal (RFP #2017-31) was sent out to both local and national golf professionals. One proposal was received from Rick Sellers Golf. Staff were able to successfully reach an agreement and wish to move forward. Rick Sellers Golf has agreed to pay a monthly rental of \$750.00 for 2017 and \$1,000.00 per month for 2018 and through the remainder of the agreement. The contract period commences each year in April and goes through the end of the golf season. Rick Sellers is a longtime PGA Professional from the community with a proven track record of both golfer success and the development of new golfers.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Purchasing Agent

FINANCIAL IMPACT: Rick Sellers Golf will provide the city golf courses a monthly rental fee of \$750.00 for the first year of the agreement which will be from May 2017 to October of 2018. Any future years would see an increase to \$1,000 per month. This revenue will be recorded in the Den at Fox Creek – Golf Lessons account (56406420-54860).

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Jason Wingate, Superintendent of Golf, Parks, Recreation
And Cultural Arts

Reviewed by: Jay Tetzloff, Director of Parks, Recreation and Cultural
Arts

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Request for Proposal #2017-31
- Attachment #1 – Payment Details

AGREEMENT FOR USE OF GOLF COURSE

This agreement made and entered into as of this ___ day of April, 2017 by and between the City of Bloomington, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as “City”), and Rick Sellers (hereinafter referred to as “Sellers”).

WHEREAS, the City owns an 18-hole golf course known as The Den Golf Course (“Golf Course”) and

WHEREAS, Sellers desires to provide golf lessons at the Golf Course and the City believes the provision of such lessons to be a benefit to the community and in consideration of the provisions, terms, conditions and covenants contained herein, the City and Sellers do mutually covenant and agree as follows:

1. Rented Space. City hereby agrees to provide nonexclusive space at the practice facilities (i.e. golf range) to Sellers to perform golf lessons at the Golf Course, and other golf course locations owned by the City as may be permitted in writing by the Director of Parks. The use of other golf courses owned and operated by the City shall be under the same terms and conditions of this agreement except as otherwise may be further limited by the Director of Parks.
2. Term. The term of this agreement shall be from May 1, 2017 to April 30, 2020.
3. Rent. The monthly rent shall be \$750 per month for the 2017 golf season and \$1,000 per month for the 2018 and 2019 golf seasons, payable by the first of each new month. The golf season shall be considered April through October, unless otherwise agreed to by the parties.
4. Maintenance of Area. Sellers shall make no alterations to the golf course or related facilities.
5. Indemnity & Insurance. Sellers shall carry insurance, and shall be responsible, to indemnify, protect and hold harmless the City from any and all claims and demands for damages to property and injury to or death of persons which may arise out of or be caused by Seller’s use of the Golf Course, other City property or his provision of golf lessons. Sellers shall also indemnify, protect, and save harmless the City from any and all claims and demands of whatsoever kind which may arise directly or indirectly from Sellers provision of golf lessons and/or the use of City property, including taxes. Sellers shall provide proof of insurance in the amount of \$2,000,000 for property damage and personal injury and additional umbrella coverage of \$2,000,000. The City shall be named as an additional insured on the Lessee’s policy.

6. Termination. Either party may terminate this agreement upon sixty (60) days written notice at any time. Notice shall be given to the parties as follows:

City of Bloomington
Attn: City Manager
Attn: Corporation Counsel
Attn: Parks Director
109 E. Olive Street
Bloomington, IL 61702

Rick Sellers
2047 Somerset Place
Bloomington, IL 61705

7. Hazardous Substance. Sellers shall not introduce or use any such substance on the site in violation of any applicable law.
8. Incorporation of Bid/RFP/RFPQ & Proposal Terms. This agreement was subject to the following procurement initiative by the City: RFP #2017031 Golf Professional Instructional Services (hereinafter "Request"). Accordingly, the provisions of the Request and the proposal submitted by Sellers (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this contract and made a part thereof and shall be considered additional contractual requirements that must be met by Sellers. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.
9. Relationship. The City and Sellers recognize that this agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. Sellers is not authorized to enter into or commit the City to any agreements, and Sellers shall not represent himself as the agent or legal representative of the City. Sellers is not an employee of the City and shall not be entitled to participate in any of the City's benefits, including without limitation any health or retirement plans that may exist in the future even though none currently exist. The City shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of Sellers that Sellers may owe. All such costs shall be Seller's responsibility.
10. Miscellaneous. (a) This agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this agreement; (b) this agreement is governed by the laws of the State of Illinois; (c) this agreement (including the Exhibit "A") constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this agreement must be in writing and executed by both parties; (d) if any provision of this agreement is invalid or unenforceable with respect to any party, the remainder of this agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

CITY OF BLOOMINGTON

RICK SELLERS

By: _____
David Hales, City manager

By: _____

Attested by:

Attested by:

Cherry Lawson, City Clerk

Date: _____

Date: _____

CITY OF FERNANDINA BEACH
INSTRUCTOR & FACILITIES USE AGREEMENT

This instructor and facilities use agreement is made and entered into this _____ day of _____, 20____, by and between the **City of Fernandina Beach**, a Florida municipal corporation, whose address is 204 Ash St., Fernandina Beach, FL 32034 (herein called "City"), and _____, an independent contractor, whose address is _____, (herein called "User").

WHEREAS, City owns that certain public facility known as _____, located at _____, Fernandina Beach, FL 32034 (herein called "Facility"); and

WHEREAS, User has expressed a desire to use said facility to operate certain programs in the City; now, therefore,

WITNESSETH: That the parties agree as follows:

1. User is an independent contractor and shall be permitted to use the facility described above, for the purpose of offering its program to the general public, to-wit,

(Name of Program)

2. User shall be permitted the use of Facility on the following days and times:

3. As a condition to User's right to use the facility herein, User agrees to and shall comply with the following:

- a. User shall operate and maintain a community service or program to the general public.
- b. User shall not exclude any person from its programs or services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
- c. User shall have a competent, responsible and able person on the premises at all times that its services or programs are being offered.
- d. User shall not interfere with other operations of City or other authorized users of the facility.
- e. The needs of the community shall be given consideration in the planning of User's programs or services, and therefore the parties agree that joint meetings will be held as needed, to facilitate mutual cooperation and to make possible regular re-examination of the effectiveness of the User's program at the facility.

- f. User shall keep the premises used by it in a clean and sanitary condition and shall be responsible for the abuse and destruction of property and equipment not due to ordinary wear and tear that occurs during the hours that the User operates its programs or services.
- g. City shall have the right, acting through its agents or employees, to enter upon the premises at reasonable hours and times for the purpose of making inspections.
- h. User shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of City.
- i. User does hereby consent to, understand, acknowledge and agree to assume all risks and hazards incidental to the rental and/or use of the City of Fernandina Beach Recreation Department Facility _____ (specific facility named here). User does further promise and hereby further agree to waive, release, absolve, and covenant not to sue the City of Fernandina Beach, its mayor, commissioners, employees, officers, volunteers, representatives, attorneys and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss or injury of any kind resulting from or in any way arising directly or indirectly out of the rental and/or use of the City of Fernandina Beach's facility named above. THIS RELEASE INCLUDES A RELEASE FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY AND ALL NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF THE CITY OF FERNANDINA BEACH, ITS MAYOR, COMMISSIONERS, EMPLOYEES, OFFICERS, VOLUNTEERS, REPRESENTATIVES, ATTORNEYS AND AGENTS. User further promises and agrees to indemnify, defend and hold harmless the City of Fernandina Beach, its mayor, commissioners, employees, representatives, officers, volunteers, attorneys and agents from and against all liability, claims and expense, including reasonable attorneys' fees and costs, in connection with any and claims whatsoever for personal or bodily injury or death, including loss of use, or property damage of any kind and character in connection with and arising directly or indirectly out of the rental and/or use of the City of Fernandina Beach's facility named above. This indemnity agreement encompasses all damages and claims, including claims for equitable or injunctive relief, arising out of the rental and/or use of the City of Fernandina Beach's facility named above.
- j. User shall not rent, sublet or assign space in the facility premises without the prior written consent of City.
- k. All programs or service registration payments will be made by all participants in the programs or services directly to the City of Fernandina Beach Parks and Recreation Department.

- l. City shall pay User 80% of the gross revenues received for programs or services rendered and retain 20% for use of the facility. Said amount shall be processed _____ times each month, on or before the _____ day(s) of each month. City and User have the right at all reasonable times to inspect the registration books to verify gross revenues.
- m. City reserves the right to cancel this agreement at any time, without cause, by giving User written notice of such cancellation.
- n. User shall maintain liability insurance, in amounts as deemed necessary and appropriate by the Recreation Director, shall name the City as additional insured thereon, and shall provide proof of same to City, Upon commencement of this agreement, and thereafter, as required by City.
- o. User shall, at all times, abide by all Federal, State, and local laws, in the operation of its programs or services at the facility
- p. User shall not permit more than _____ persons to use the facility at any one time.
- q. An attendant fee of \$20.00/hour will be charged if the instructor holds classes outside the operating hours of the facility they are utilizing.

4. Additional Provisions:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written:

User: _____

CITY OF FERNANDINA BEACH

By: _____

By: _____

City Manager
Dale L. Martin

Its: _____

ATTEST: _____

Employer ID
Number: _____

City Clerk: Caroline Best

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney





Sales By Department

Fernandina Beach Golf Club

Monday, March 1, 2021 - Wednesday, March 31, 2021

	Sales					Refunds			Total		
Item by Department, Category, and Sub-Category	Qty	Sales	Tax	Cost	Margin	Qty	Sales Refund	Tax Refund	Qty	Sales	Tax
Accounting	71	\$1,410.97							71	\$1,410.97	
Cart Fees	2,571	\$37,728.93		\$0.00	100.00%	(12)	(\$181.50)		2,559	\$37,547.43	
Food & Beverage	4,713	\$22,582.95		\$0.00	100.00%	(7)	(\$97.26)		4,706	\$22,485.69	
Add-On Modifiers	594	\$63.25		\$0.00	100.00%	(2)	\$0.00		592	\$63.25	
Alcohol - Beer	1,152	\$6,031.23		\$0.00	100.00%				1,152	\$6,031.23	
Alcohol - Liquor	325	\$1,971.68		\$0.00	100.00%	(2)	(\$9.68)		323	\$1,962.00	
Alcohol - Wine	104	\$559.64		\$0.00	100.00%				104	\$559.64	
Food Sales	1,653	\$11,214.62		\$0.00	100.00%	(1)	(\$4.50)		1,652	\$11,210.12	
Hospitality Fees - Banquet	14	\$1,017.74		\$0.00	100.00%	(1)	(\$82.24)		13	\$935.50	
NA Beverage	871	\$1,724.79		\$0.00	100.00%	(1)	(\$0.84)		870	\$1,723.95	
Golf Shop Fees	61	\$1,510.00		\$0.00	100.00%				61	\$1,510.00	
Golf Shop Sales	582	\$6,390.51		\$3,620.54	43.35%	(3)	(\$139.94)		579	\$6,250.57	
Green Fees	4,429	\$43,324.92				(12)	(\$97.50)		4,417	\$43,227.42	
Card	790	\$8,005.00				(3)	(\$23.50)		787	\$7,981.50	
Complimentary	121	\$189.00							121	\$189.00	
Employee	101	\$119.00				(1)	\$0.00		100	\$119.00	
Member	986	\$1,850.50							986	\$1,850.50	
Online	458	\$0.00							458	\$0.00	
Outing	306	\$5,817.24							306	\$5,817.24	
Public	1,667	\$27,344.18				(8)	(\$74.00)		1,659	\$27,270.18	
Memberships	43	\$3,205.76				(2)	(\$61.59)		41	\$3,144.17	
Range Fees	708	\$6,701.75		\$1,520.00	77.32%	(1)	(\$6.00)		707	\$6,695.75	
Total	13,178	\$122,855.79	\$8,137.87	\$5,140.54	95.82%	(37)	(\$583.79)	(\$40.93)	13,141	\$122,272.00	\$8,096.94

Sales By Department

Fernandina Beach Golf Club

Monday, March 1, 2021 - Wednesday, March 31, 2021