



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/RFQ & 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: _____