



Agenda Commentary

Item Title/ Subject: Agreement for Golf Professional Services

Staff Source: City Manager, Steve Hewitt

History/Background Information: Kent Miller has been the Golf Pro Shop Manager (under lease contract) for Riverside Golf Course the past 7 years. Miller and the City (Recreations Authority) have an agreement for his services, he is not an employee.

Item/Subject Summary: Proposed in this budget, altering Miller's contract with the City. Miller becomes an employee of the City, and no longer being a service contractor.

Price/Cost: 2011-12 Budget – Golf Recreation Authority

Recommendation: Recommend Approval. Give the City more control over Golf operations.

AGREEMENT FOR GOLF PROFESSIONAL SERVICES

RIVERSIDE GOLF COURSE

THIS AGREEMENT FOR GOLF PROFESSIONAL SERVICES, RIVERSIDE GOLF COURSE(Agreement), made and entered into this 1st day of July, 2011, by and between the Clinton Recreational Authority, a municipal authority), and Brian Kent Miller (Miller), of Clinton, Oklahoma.

WITNESSETH:

WHEREAS, the Authority is the owner of the Riverside Golf Course; and

WHEREAS, the Authority recognizes the advisability of securing competent professional management to assure optimum financial return from operation of the golf course and to secure for the public the availability of a first class recreational facility; and

WHEREAS, Miller is a PGA Class A golf professional of recognized ability who is capable of furnishing professional services to the patrons of the golf course and is competent in the area of business management required for the successful operation of the golf course.

NOW, THEREFORE, in consideration of the mutual covenants and agreement set forth herein the parties agree as follow:

1. Golf Professional. The Authority shall employ Miller as golf professional, as an employee of the Authority, beginning July 1, 2011, to manage and operate the golf course, as specified herein. A beginning annual compensation of \$ 35, 000.00; and all benefits afforded other Authority employees. Miller shall be paid the specified compensation, in bi-weekly installments. As an Authority employee, Miller shall be subject to all Authority personnel policies and procedures. Notwithstanding and term specified in the agreement; Miller shall be considered an "At Will" employee. This agreement shall not be considered an employee contract requiring the Authority to employ Miller for any designed length of time, nor is Miller bound to be an Authority employee for any designated period of time.
2. Term. The term of this Agreement shall be for a period of one(1) year, commencing on

July 1, 2011, and ending June 30, 2012. This Agreement shall automatically renew each year thereafter, for an annual term, unless either party give written notice to the other party of the intent to terminate this Agreement, not less than thirty (30) days prior to the end of the original or any renewal term. The effective date of this Agreement shall be July 1, 2011; however, it shall not be binding upon the parties until approved by Miller and the Recreational Authority of the City of Clinton, Oklahoma.

3. Duties of Miller. The parties agree that the duties and responsibilities of Miller shall include, but not be limited to the following:
- a) Supervise and manage Riverside Golf Course clubhouse employees, and, in conjunction with Golf Course Superintendent, supervise and manage the clubhouse and all activities to be scheduled therein, and provide to the public all professional services which are consonant with Miller's training and with those rendered and provided by golf professionals working at a well maintained and operated golf course. Miller may furnish golf instructions to members of the public at the golf course. Fees for golf instruction shall be established by Miller and shall be fair and reasonable for the regional market.
 - b) Manage, supervise, and market the practice driving range area of the golf course. The Authority shall provide balls and all necessary equipment needed in the operation of the practice driving range, and be responsible for picking up range balls on the practice driving range.
 - c) Promote, schedule, and offer golf carts for use on the golf course. All golf carts shall be owned by the Authority, and the Authority shall be responsible for all maintenance expenses, insurance, and property taxes, if any for the golf carts. In addition, Miller shall order and schedule any additional golf carts that may be necessary to meet the needs of large tournaments. The Authority shall be responsible for the expense of any additional golf carts required.
 - d) Assist in collecting green fees and annual memberships, and from private golf cart owners, golf cart trail user fees, the amounts of which shall be determined by the Authority. Miller shall assist in the keeping of range balls, and golf cart trail user fees sold, subject to review at all times by the Authority. Miller shall maintain

separate records for operation of the pro shop business and the golf professional services and actions, from those maintained for the Authority.

- e) Develop, promote and conduct a successful junior golf program.
 - f) Promote, manage, and assist with golf tournaments at the golf course, in cooperation with individuals or businesses, and charitable and public institutions desiring to hold golf tournaments at the golf course.
4. Range Balls. Miller shall be entitled to offer and provide range balls, for use during golf lessons, junior golf sessions/lessons, and promotion, marketing, and sale of golf equipment, at no cost to Miller or those using the range balls.
 5. Personnel. The Authority shall employ all personnel deemed necessary by the Authority to assist Miller in the management and operation of the clubhouse and golf course.
 6. Alterations. Miller shall make no structure changes or alterations, or install any permanent fixtures or equipment in the clubhouse without first obtaining the written consent of the City Manager.
 7. Advertising. Miller shall display no advertising outside the clubhouse, except as may be approved by the City Manager.
 8. Equipment. Miller shall have access to and use of all equipment owned by the Authority and install in the clubhouse that would reasonably be associated with activities of a golf professional. Miller shall assist the Golf Course Superintendent on the proper use and care of Authority owned, vendor supplied and personally owned equipment, furniture, fixtures, and appliances located in the clubhouse and at the golf course, which are provided for the use and convenience of the public or the golf professional. The parties to this Agreement shall make an inventory of all equipment, furniture, fixtures, and appliances by ownership category, annually on or before February 1st of each year during the term of this Agreement.
 9. Conformance with Rules, Regulations, and Laws. Miller shall manage the clubhouse in conformity with all ordinances of the Recreational Authority of the City of Clinton, Oklahoma, and laws of the state of promulgated by Authority governing public use of the golf course. Miller shall consult and cooperate with members of the Golf Advisory Board. The Authority shall maintain supervision and control of all golf course facilities and the management thereof, including advertising, displays, clubhouse personnel, prices, items,

and character and quality of goods offered for sale at the golf course, and the maintenance, cleanliness, and condition of all clubhouse structures and grounds.

10. Alcoholic Beverages. Other than as specifically allowed by the Authority ordinance or state statute, Miller shall permit no intoxicating liquors or cereal malt beverages to be kept or consumed on the golf course or in the clubhouse as allowed by City Ordinance.
11. Utilities. The Authority shall furnish for Miller use in the management and operation of the clubhouse, a reasonable quantity of water, natural gas, and electricity without cost to Miller. The Authority also agrees to provide local telephone service in the clubhouse. Miller shall be responsible for all credit card transaction fees. The Authority shall furnish an Active Golf Sale or similar system, to include, at the discretion of the Authority, two systems, and software and hardware system support and maintenance. The Authority shall also provide a computer to allow Miller to satisfy his responsibilities as a supervisor and employee under personnel policies and procedures of the Authority.
12. Insurance. The Authority shall have no responsibility for any equipment, inventory or other personal property owned and brought upon the golf course or placed in the clubhouse by Miller due to any loss, fire, damage, or theft. Miller shall be responsible for insuring his property.
13. Golf Course Income. Revenues from the operation of the golf course and clubhouse, shall be paid and retained as follows:
 - a) All revenues received by Miller from the date of green fees and annual memberships, club storage, cart rental, golf cart trail user fees, practice driving range, and rental of the clubhouse, shall be collected by Miller and paid to the Authority on a daily basis. All revenues so collected and paid shall be retained by the Authority.
 - b) All revenues from the operation of the golf course pro shop, being more specifically defined as the sale of balls, golf clubs, and equipment, club repair, golf clothing, shoes, and other apparel items, and other golf-related merchandise, shall be retained by Miller.
 - c) All revenues derived from sale of concessions/snack bar items such as cold drinks, candy, food items, cereal malt beverages, and packaged/unpackaged food products, shall be retained by Miller.

d) All revenues derived from golf instruction and fees for participation on junior golf programs shall be retained by Miller.

14. Activities as Professional. Miller is encouraged to foster positive public relations by participating in rounds of golf with golf course patrons. Miller shall be entitled to attend all PGA meetings and tournaments, which are necessary for the retention of his certification as a PGA Class A golf professional. Miller may participate in golf tournaments as long as such participation does not materially interfere with Miller's duties and responsibilities as an Authority employee, approved by the City Manager.
15. Evaluations. Miller shall be evaluated in conformity with Authority personnel policies and procedures.
16. Default. If any default or breach is made in the performance or compliance with any term or condition of this Agreement by Miller, this Agreement, at the option of the Authority, may be terminated and the Authority may re-enter the premises and remove all persons and property therefrom at the sole expense of Miller. Miller shall be given a thirty (30) day written notice of any default or breach, and termination of this Agreement shall not result if, within thirty (30) days of receipt of the notice, Miller has corrected the default or breach or, in the opinion of the Authority, has taken action reasonably likely to correct the default or breach within a reasonable period of time.
17. Termination. Notwithstanding the term of this agreement established pursuant to Paragraph 2, either party may terminate this agreement, for any reason, by giving the other party written notice not less than thirty (30) days. If Miller is terminated as an employee of the Authority, this agreement shall terminate as of the last day Miller is an Authority employee.
18. Acquisition of Logo Items. Upon expiration or termination of the Agreement, the Authority agrees to purchase from Miller all items of merchandise bearing a Riverside logo, located in the clubhouse and owned by Miller at the date of termination, at the cost Miller paid by Miller to acquire the merchandise.
19. Surrender. Upon expiration or termination of this Agreement, Miller agrees to vacate and surrender the clubhouse and golf course premises, to remove his personal property therefrom, and deliver possession of the same to the Authority, in as good condition as the premises are in at the time of execution of this Agreement, subject to normal wear and tear.

- b) This Document incorporates all the obligations, agreements, and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the purpose covered by this Agreement.
- c) This Agreement may be amended, changed, or modified, only upon the written consent of both parties.
- d) This Agreement shall be binding upon and inure to the benefit of the parties.
- e) This Agreement shall be construed in accordance with the laws of the state of Oklahoma.

IN WITNESS WHEREOF, the parties have subscribed their names the day and year first above written.

CITY OF CLINTON, OKLAHOMA
RECREATIONAL AUTHORITY

By _____
Allen Bryson, Chairman

ATTEST:

Lisa Anders, City Clerk

Brian Kent Miller