

**CITY OF SPARTA
PARK BOARD AGENDA
January 6, 2020**

City Hall

6:00 p.m.

- 1. Call meeting to order**
- 2. Consent Agenda consisting of: Minutes of December 2, 2019, Park & Rec Director's monthly report for January, 2020, monthly bills for December**
- 3. Consideration of Concessionaire Contract for The Green's Restaurant**
- 4. Discussion of Golf Course Club House Maintenance Issues**
- 5. Items for Future Consideration**
- 6. Adjourn**

A possible quorum of the Common Council may be in attendance at this meeting but no action will be taken by the Council.

Posted: 1-3-2020

**CITY OF SPARTA
PARK BOARD MINUTES
December 2, 2019**

PRESENT: Jim Church, Josh Lydon, Matthew Hoffland, Brian Harrie, Karen Wall, Tony Polkoski

ABSENT: Cori Koch

ALSO PRESENT: Brad Gilbertson, Mark Sund, Todd Fahning, Ed Hansen, Mayor Gust, Dayne Geier, Carol Olson, Garrett Geier, Ryan Pawlisch, Barb Hardie, Judy Roberts, Kevin Riley, Dave Kuderer, Diane Huber, Jane Swain Shepherd

Jim Church called the meeting to order at 6:00 p.m.

A motion was made by Josh Lydon and seconded by Matthew Hoffland to approve the Consent Agenda consisting of minutes of the regular meeting on November 4, 2019 meeting, Park & Rec Director's monthly report for December, 2019, and monthly bills for November. Motion carried 6-0.

The current Golf Course Concessionaire Contract expires 12/31/19. The City has made some amendments to the contract regarding Section 3: Rent; Section 5: Utilities; and Section 8: Care of Premises. Dayne spoke to the Board regarding these items. He is OK with the amendment regarding rent but does not agree with the amendments to the utilities and care of premises sections. There was discussion between Board members, and audience members, and also with Dayne & Garrett. The Board recommended that Dayne & Garrett meet with Brad and come back with recommendations. **A motion was made by Matthew Hoffland and seconded by Josh Lydon to postpone this item until next month. Motion carried 6-0.**

Brad presented a new fee sheet showing increases in golfing rates and cart shed rates. These rate increases were discussed. **A motion was made by Josh Lydon and seconded by Brian Harrie to approve the fee increases as presented. Motion carried 6-0.**

A letter was received from the Women's Golf Association regarding improvements that they feel should be addressed at River Run Golf Course. These improvements would be for safety reasons, cosmetic and energy saving reasons. Some issues were: deck needs to be replaced, windows are in bad shape, water drain issues, and condition of ramped area leading to the basement locker rooms. They realize the budget is tight and were thinking about doing a fundraiser and if the City could put in some funds for the repairs. This item was a discussion item only.

Number 6 on the agenda was not talked about.

Diane Huber from the Lion's Club would like to place a wishing well in Evans Bosshard Park in memory of Russ Bennett. The Club would take care of all maintenance and collecting of the money from the donation box. **A motion was made by Matthew Hoffland and seconded by Karen Wall to approve the Lion's Club placing a wishing well in Evan's Bosshard Park. They should contact and work with Brad in the Spring. Motion carried 6-0.**

There were not items mentioned for future consideration.

A motion was made by Josh Lydon and seconded by Matthew Hoffland to adjourn at 6:49 p.m. Motion carried 6-0.

Respectfully Submitted,
Julie Hanson, City Clerk

Golf Course Concessionaire Agreement

This agreement made and entered into this 1st day of January, 2020, between the City of Sparta, a Wisconsin Municipal Corporation, hereinafter “City”, and “Golfing Geiers LLC”, hereinafter “Concessionaire” to take effect January 1, 2020.

Whereas, City is engaged in the operation and maintenance of a certain public facility known as the River Run Sparta Golf Course, and whereas, Concessionaire desires to obtain from the City of Sparta the right to operate a concession for sale of food and beverages at the River Run Sparta Golf Course in accordance with rules and policies established by the Park Board, Parks and Recreation Director, Golf Pro/Proshop Manager and City of Sparta, and

Now therefore in consideration of the premises and of the mutual agreement hereinafter contained, said parties and each of them agree as follows:

1. **Premises:** This agreement covers the golf course clubhouse consisting of a kitchen, lounge, restrooms, storage rooms, bar and all approaches and porches, affixed thereto, situated at the River Run Sparta Golf Course in the City of Sparta, Monroe County, Wisconsin. Excluding the pro shop, locker rooms, downstairs bathrooms and golf cart storage sheds. Any tents or outside parties, special events, weddings, will need to be scheduled with Golf Pro and approved by Parks and Recreation Director.
2. **Use of Premises:** The Concessionaire shall have the right to operate all concessions within the clubhouse and immediate area. Such concessions include rights to food and beverage sales.
3. **Rents:** In consideration of the right to operate all concessions within the clubhouse and immediate area, Concessionaire shall pay to the City the sum of \$20,000.00 over the life of the two year contract plus \$2,000 annually to be paid at Concessionaires leisure. Monthly payments will be made for the life of the contract (\$1,000.00 per month for the months of April-November and \$500 per month for the months of December-March). Should the golf course open early/late or close early/late the monthly rent, for those days that are beyond the norm of the opening (April 15th) and closing (November 15Th) dates of the course, will be prorated based on a daily overage cost of the contract. The first payment is due January 1, 2020. Concessionaire shall not assign this lease or sublet the leased premises without the prior written consent of the City. Rent will be due to the City of Sparta at 201 W. Oak Street on the first day of every month during the duration of the contract. Payments made late without prior notice will subject to a 10% fee.
4. **Improvements:** The City shall in no way be obligated to pay for any plumbing, electrical or mechanical repairs made to the premises without the prior written authorization of the Parks and Recreation Director or his/her

designee. Any normal damage from regular use will be repaired by the City of Sparta. Any cost of plumbing or repairs required in the bathrooms will be shared equally between the Concessionaire and the City in the event of damage done by a patron or vandalism to the facility. Written authorization will not be unreasonably withheld.

5. Utilities: The Concessionaire will be responsible for 60% of all utilities (water/sewer, electric, and gas) during December – March. Concessionaire will be responsible for 30% of utility rates during April – November for year 2020. Utility rates will increase annually for summer months by 10% each year until Concessionaire is paying 60% of utility rates for the entire year.

6. Term: The initial term of this agreement shall be in effect for 2 years from January 1, 2020 to December 31, 2021 with option to extend contract. Provided, however, in the event the Concessionaire or City shall breach this contract by failing to substantially perform any of the covenants and agreements herein contained, or shall willfully or maliciously do injury to the premises, or shall file a petition in bankruptcy or have an involuntary petition in bankruptcy filed against him/her, or make an assignment for the benefit of creditors, or shall commit such acts or omissions which result in revocation of either a retail liquor or fermented malt beverage license, the Concessionaire or City shall have the right at any time to declare this agreement void and the terms herein contained terminated and City may reenter the premises and expel the Concessionaire.

7. Operation: The golf season is herein defined as Commencing on April 1 each year and terminating November 15 of each year, weather permitting. During the golf season, the Concessionaire shall keep the premises open for business seven days a week according to the minimum schedule of hours as established by the Parks and Recreation Director and/or Golf Pro/Proshop Manager, but will not be less than 11am to half hour past sunset. Hours of operation are to be posted within the Clubhouse and visible from outside the building. If the course is open earlier or longer than the dates specified the utility rates will be adjusted to the correct fee structure. Between December 1 and the following March 31, Concessionaire may have the premises open for business at his/her discretion, observing the laws pertaining to open hours.

The Concessionaire agrees to employ sufficient personnel as necessary to have a bartender on duty at all times that the premises are open for such business.

Concessionaire's employees shall not be deemed employees of the City for any purpose and shall at all times be recognized as the Concessionaire's employees and work under Concessionaire's control and supervision. The Concessionaire's employees shall not acquire any rights or benefits provided for employees of the City.

The Concessionaire and their personnel are required to adhere to all federal, state and local laws that apply to the provisions of the services under this Contract, as well as those laws that regulate the general public.

8. Care of Premises: The Park Board and the Parks and Recreation Director and/or Golf Pro/Proshop Manager shall be responsible for supervising the playability of the golf course and will inform the Concessionaire as to any restriction thereon. The Concessionaire shall be responsible for the care of the clubhouse building and all equipment used by him/her belonging to the City(to include beverage carts(2)) and the Concessionaire agrees to at all times keep the clubhouse building premises neat, clean, and orderly. Janitorial work and minor maintenance items shall be done by the Concessionaire, or employees, at the end of every shift. This includes washing windows (interior and exterior), sweeping floors and vacuuming carpeted areas at a minimum of one time per day, and thoroughly cleaning toilet areas once daily. The Concessionaire shall keep kitchen floors, appliances and all other kitchen items clean and disinfected at all times. Concessionaire shall clean bar and eating area on a daily basis, keeping areas free of garbage and debris. The bar, dining room, tables, floors, chairs, restrooms and all other equipment shall be cleaned preferable each night upon closing or at a minimum before 7:00am the following morning.

Concessionaire shall clean ramp going into the basement, and clean outside entrance area of cans, bottles, and other litter accumulating each day. All garbage shall be removed and placed in the dumpster each night. No garbage, kitchen waste, oil, grease, cardboard boxes, bottles, cans shall be placed outside behind the fenced in area at any time. ALL garbage and waste will be removed from the building and placed in the dumpsters at the close of every night. Cigarette waste shall be placed in an appropriate container and shall not be visible.

Concessionaire will be responsible for the semi- annual professional cleaning of the exhaust hood, duct, filters and fan. River Run Sparta Golf Course will be responsible for annual inspection of exhaust hood, duct, filters and fan.

Concessionaire shall secure outside umbrellas on a nightly basis (umbrellas should be removed from tables upon notification of pending storm, high winds, etc...). Concessionaire shall provide all cleaning supplies and plastic bags, and the City will provide paper products for the restroom facilities. The City shall be responsible for cleaning the pro shop and the locker rooms. The City shall furnish appropriate garbage and trash receptacles and garbage pickup of twice per week. The City may at any time enter said premises to view and inspect the same, carry on official functions, make repairs and alterations to the building and such other facilities for the preservation,

maintenance and improvement of the building and its facilities. The Parks and Recreation Director and/or Golf Pro/Proshop Manager shall attempt to notify the Concessionaire prior to having maintenance workers on the premises.

The Concessionaire shall be responsible for the cleaning of the facility at contract's end. The premises should be in as good of condition at the end of the contract as they were at the beginning. A security deposit of \$1000 shall be held to cover any cleaning required by the City after the Concessionaire vacates the premises.

9. General Service Provided by Concessionaire: Concessionaire agrees that he/she will maintain Club House premises in a manner consistent with, or demanded by, all Health Department and Pure Food Examiners, and also that the premises will at all times be kept open for the proper inspection by duly authorized representatives of the City of Sparta or any other agency having jurisdiction thereto. The Concessionaire agrees that the facility will be operated smoke-free. The use of loud or profane language, boisterous or lewd conduct will be strictly prohibited for both the public using the premises or the Concessionaire or his/her employees. Concessionaire agrees not to allow any person to live or sleep on the premises without the permission of the Parks and Recreation Director and/or Golf Pro/Proshop Manager.

Concessionaire agrees to comply with all laws and ordinances which are now in effect or which may later be put into effect to govern conduct of a business such as now maintained or comes within the purview of this agreement. Concessionaire agrees to hire competent persons to be in attendance on the premises used by him/her and at no time will there be less than one person constantly in charge of said premises.

Concessionaire agrees that he/she will not allow disorderly persons to loiter about the premises used by him/her. However, Concessionaire shall operate the concessions and keep open the clubhouse to the general public for the usual purposes of the golf clubhouse and not deny access to members of the general public.

Concessionaire shall not cause or permit to be caused any alteration or changes in any manner to the clubhouse premises without the prior permission of the Park Board; The City has the right to make such changes to the clubhouse premises as it deems necessary, but City agrees to notify Concessionaire as to any proposed changes and shall discuss with the Concessionaire the probably effect of such change on the operation of the clubhouse and related facilities.

10. Food Services: Concessionaire agrees to provide food and beverage services to the public. The Concessionaire will be expected to maintain one beverage cart on the course Tuesdays, Wednesday, Thursday and Saturdays. Beverage

cart on the course will be adjusted based upon weather and number of golfers. This will be coordinated with the Golf Pro or Proshop staff. Beverage carts will be required on other dates as directed by the Parks and Recreation Director or Golf Pro. Two (2) beverage carts will operate during all scheduled tournaments. Cart operator shall hold a valid driver's license, must be at least 18 years of age and able to legally sell alcoholic beverages. Only city owned beverage carts may be used to sell concessions on the course. Concession areas may be set up on the course only on special occasions (tournaments and sponsored outings). The cost of fuel to operate said beverage carts will continue to be the responsibility of the concessionaire.

11. Signage: All advertising signage on the premises shall be subject to review and approval by the Park Board. Temporary signage for special events may be approved by Parks and Recreation Director and/or Golf Pro/Proshop Manager.

Concessionaire shall not be allowed to and shall not permit any person or organization or corporation to affix or display in any manner a commercial sign without prior written approval of the Park Board, except those signs as required by law.

12. Covenants of the City: The City shall be responsible and pay for the agreed upon percentage for water service to the clubhouse premises, heat/cooling, and electricity. Garbage collection and property insurance upon the premises will be the responsibility of and paid for by the City.

A. Equipment: The City will provide the following equipment for use by the Concessionaire:

1. Bar/Dining Room

- a. Economate food warmer/Salad Bar
- b. Economate salad bar
- c. Two (2) true soda coolers (2 doors) maybe vender owned
- d. True small soda cooler (1 door) maybe vender owned
- e. Two (2) coolers behind the bar
- f. Four (4) sinks behind the bar
- g. Scotsman ice machine
- h. Popcorn machine
- i. Intertek 53" Two door cooler (2019)

2. Kitchen Area

- a. Southbend Flat top grill
- b. Southbend Stove Top
- c. Henny Penny Chicken Broiler/Fryer
- d. Deep Fryer
- e. Grill
- f. Pre Table (cooler below, heat lamp and warmer above)
- g. Two (2) walk in coolers, currently one for beer the other for food

- h. 2 door True Freezer
 - i. 1 door True Freezer
 - j. Two (2) Blodgett Ovens
 - k. Misc. Pots and Pans
 - l. Kitchen Utensils
 - m. Beverage Carts
- 3. Basement
 - a. 1 door True Freezer
 - b. 1 door Kenmore Frostless Freezer
 - c. Frigidaire Chest Freezer
 - d. Walk in Cooler
 - 4. Outside Deck
 - a. Patio tables, chairs and umbrellas
 - b. Picnic Tables
 - c. Outdoor gas grill

All equipment shall be in working order upon start of Concessionaires contract. It will be the Concessionaires responsibility for repairs and maintenances of the above mentioned equipment and supplies if vandalized or damage due to improper use or care. The City and Concessionaire shall cause an annual inventory to be taken of all items owned by the City in the clubhouse premises. The Concessionaire shall replace any lost or damaged items of inventory.

The City shall be responsible for all major repairs to the clubhouse premises. The City shall snow plow the parking lot area. The City shall be responsible for all lawn maintenance.

- 13. Covenants of the Concessionaire: The Concessionaire shall be responsible and pay for telephone, internet and television services to the clubhouse for their use.

Concessionaire shall furnish any additional equipment needed to operate their business that is not provided by the City on the inventory report. Dishwasher, juke box, televisions and miscellaneous kitchen items are the responsibility and option of the Concessionaire.

Concessionaire shall be responsible for the removal of snow from the sidewalks and approaches to the clubhouse and the sanding and salting of said sidewalks. Concessionaire shall be responsible for verifying the cart shed doors are shut and locked at the closing time of the bar.

- 14. Insurance: Concessionaire shall maintain at his/her own expense the following coverage:

- A. Worker's Compensation covering the statutory liability of the Concessionaire in the operation of the golf course clubhouse.
- B. General liability coverage including personal injury and contractual liability with limits of at least \$300,000 for each occurrence and \$300,000 in aggregate naming the City of Sparta and Concessionaire as insured under Concessionaire policy.

Concessionaire shall indemnify and save harmless the City from any and all losses, costs (including attorneys fees), damages, expenses and liability (including statutory liability and liability under Workers Compensation laws) in connection with claims for damages as a result of injury or death of any persons or property damage to any property sustained by Concessionaire, his agents, employees, customers, invitees, contractors, subcontractors and all other persons which may arise from an in any manner grow out of the act or neglect on or about the clubhouse premises by Concessionaire, his agents, employees, customers, invitees, contractors, subcontractors and all other persons.

The City shall indemnify and hold harmless Concessionaire from and against any and all losses, costs (including attorney's fees), damages, expenses and liability in connection with any claims for damages as a result of the City's access to and use of the clubhouse premises as are covered and affected by this contract.

- 15. Taxes: Concessionaire agrees to pay all taxes that may be levied against him/her, including personal property in connection with operation of the clubhouse premises.
- 16. Liquor License and Fermented Malt Beverage License: Concessionaire shall comply with all laws of the State of Wisconsin and fermented malt beverages and shall suffer no act or omission to jeopardize the issuance or continued issuance of liquor and fermented malt beverage licenses. The Concessionaire shall also be required to obtain restaurant license, bartender's license, food service license, and any other license or schooling deemed necessary by the State of Wisconsin.
- 17. Surrender of Premises: Concessionaire agrees and covenants that at the termination of this agreement he will quietly and promptly yield and surrender the premises to the City in as good condition of repairs as when entered by him/her, reasonable wear and tear and damage by the elements alone excepted. Concessionaire shall surrender their liquor license at the termination of the lease.

In Witness Whereof, the parties have hereunto set their hands and seals this _____ day of January, 2020.

IN THE PRESENCE OF:

CITY OF SPARTA

Witness

By: _____ (SEAL)
Kristen Gust, Mayor

By: _____ (SEAL)
Julie Hanson, City Clerk

CONCENSSIONAIRE

Witness

By: _____ (SEAL)
, Concessionaire