

City of Spokane Park Board Golf Committee Meeting

April 10, 2018 – 8:00 a.m.

Manito Park Meeting Room

1702 South Grand Boulevard, Spokane, Washington

Jennifer Papich – Recreation Director

Committee Members:

AE Salvatori, Steve - Chairperson AE Sumner, Nick X Chase, Rick X Sperling, Gerry

Park Board:

Chase, Rick Ogden, Jennifer Parks Staff: Conley, Jason Papich, Jennifer Dickson, Fianna Martelle, LaVonne Schultz, Rex Nelson, Ben Decker, Rob McMahon, Colin Harty, Josh

Golf Professionals:

Gardner, Mark Conner, Steve Sanders, Rob Phares, Doug **Guest(s):** Saraceno, David

SUMMARY

- City Golf Professionals, Superintendents, and Assistants in attendance introduced themselves and gave brief comments about their positions.
- Jennifer Papich presented an update on the Golf Manager position; the top ten applicants have been identified and interviews are expected to begin April 20th. Jason Conley explained the City's required procedure in filling this Classified Staff position.
- Jennifer Ogden, a Park Board Member and Mason bee keeper, explained the differences between honey bees and Mason bees, and expressed her appreciation for their presence at Downriver Golf Course.
- An update on the Golf SIP loan was not available.
- Jason Conley presented and distributed information regarding alternate funding sources for repayment of the SIP loan, should it be approved.
- Fianna Dickson presented current and upcoming marketing campaign information, and also emphasized the importance of compliance to anti-spam regulations.
- Jennifer Papich invited Golf Professionals and Superintendents to share their activities and comments regarding the different courses. All were in agreement that the courses were in excellent condition. Rex Schultz added that lessons for a Junior Camp offered for the first time at Esmeralda this year during Spring Break were sold out.
- Jason Conley presented Golf's first quarter financial report, which reflects substantial revenue generated through pre-season sales and relatively low expenditures.

MINUTES

The meeting was called to order at 8:00 a.m. by Acting Chair, Rick Chase. Introductions were made.

Action Items:

None

Discussion Items:

1. Meet the 2018 Golf Team

City Golf Course Professionals, Course Superintendents, and Assistants in attendance introduced themselves to the Committee, along with brief comments about their positions.

2. Golf Manager Position Update

Jennifer provided an update for the Golf Manager position, which was nationally advertised and resulted in more than 30 applications. Interviews of the top ten candidates are expected to begin April 20th, with the likelihood that interviews will consist of two rounds. Jason explained the interview process required by Human Resources for this Classified Staff position and said the goal is to make an offer by the end of May.

3. Mason Bee Presentation

Jennifer Ogden, a Park Board Member and Mason bee keeper, shared information about Mason bees and commended Downriver Golf Course for having them on their grounds. Mason bees are local, native North American bees that don't have stingers and don't make honey; their business, during their brief 30-day life span, is pollination. It takes approximately 50,000 honey bees to pollinate an orchard, but only 200 Mason bees to pollinate the same orchard.

4. Golf SIP Loan Update

Due to its absence from the April 9th City Council meeting agenda, Jason was unable to present an update on the Golf SIP loan.

5. <u>Alternate Funding Sources / Expense Savings for Golf Fund</u>

Jason presented information that reflected alternate funding sources for the Golf Sip loan, if approved. A source for consideration involves an existing contract that pays the Golf Fund a percentage of beverages purchased from vending machines at City golf courses. Another possible source is deriving funds connected with Park easements on golf properties for Combined Sewer Overflow projects. A less lucrative source would result from imposing an impact fee that would necessitate the payment of taxes on the fee.

Standing Report Items:

1. Golf Marketing Report

Fianna stressed the importance of complying with anti-spam regulations and avoiding severe penalty for violations by using the email template Rex has developed. Some marketing campaigns presented include May utility billing inserts that encourage golf lessons, local TV and radio advertisements, and features forthcoming in Desautel Hege's 2018 marketing plan.

2. Golf Report

Since courses are now open, Jennifer asked the Golf Professionals and Superintendents to update the Committee on course activity and conditions. Comments included appreciation for tree work performed at some courses that resulted in great improvements, and that recent rain has actually benefited the grounds which were previously very dry. Rex reported that lessons were sold out for a new Junior Camp program at Esmeralda this year during Spring Break, and that upcoming lessons are filling up fast.

3. Financial Report / Course Conditions

Jason presented and reviewed Golf's financial report, which reflected significant revenue generated from pre-season sales and expenses are minimal. He also reported that April's forecasting model reflects average temperatures with slightly above-average rainfall. Golf Professionals reported an intermittent start in March due to the weather, but the courses are in great condition; many substantial improvements were made during the off-season.

Meeting adjourned at 8:55 a.m.

The next regularly scheduled meeting is May 8, 2018.

					618 IC Selling Coke in 2015	381 Esmeralda selling Coke in 15-16)					
		2017 MODEL	4197	625	618	381	634	214	166	514	7,349	2,258
		2017	1,811	618	642	381	581	184	200	355	4,773	2,222
		2015	4,324	636	0	0	694	234	150	700	6,738	1,330
	Vol (Raw Cases)	2016	4,070	620	594	0	625	222	149	202	6,787	1,839
		Group Heading	1655369~RIVERFRONT PARK~	3457173~DOWNRIVER GOLF COURSE~	3542936~INDIAN CANYON~	3653458~SANDBAGGERS CLUB~	9760199~CREEK @ QUALCHAN, THE~	7238458~PARK BENCH @ MANITO PARK~	9538130~WITTER POOL~	9560740~MERKEL SPORTS COMPLEX~	Total	Golf Cases Sold

30% of \$45,000 =\$13,500

20%

27%

% Sold attributed to Golf Fund

the expense of the Company. The City agrees to refrain from installing any advertising signage which would promote or make use of the name, logo, or image of any of the brand names or product names of any beverages which are in competition with the Company.

- 7) Should the City learn of any competitive products being marketed or advertised in association with or advertised at park facilities, it shall promptly use its best efforts to stop the marketing or promotion to protect the exclusive associational rights granted to the Company in this contract.
- 2. <u>CONTRACT TERM</u>. The contract shall begin February 1, 2013 and run through January 31, 2020 (the "Term"). Amendments extending the period of performance, if any, shall be at the mutual agreement of the parties. The parties reserve the right to extend the contract for one (1) additional three (3) year periods with the contract not to exceed ten (10) years, the Term is inclusive of the three (3) year extension, if any.
- 3. PRODUCT COST. The Company shall provide the City Postmix Products and Packaged Products in accordance with the attached Cost Proposal as set forth in Exhibit 1. It is recognized that during the Term, Company Beverage prices charged may need to be adjusted. These price adjustments shall not occur more than once in a twelve (12) month period. Price increases must be submitted to the City in writing with price increase justification in October of each year. The price increase will be implemented on January 1 of the following year. The Company will only take the necessary increase to maintain the cost of doing business. The annual increase on all prices shall not exceed four percent (4%) over the prior Year's pricing.

4. FULL SERVICE VENDING.

A. Placement and Operation of Vending Machines.

Company shall have the right to install vending machines at the Locations throughout the Term of the Agreement (collectively, the "Vending Machines"). Actual placement of Vending Machines (type and number) shall be based on Company's determination of the City's reasonable needs and is subject to availability. Company shall have the right to replace or remove Vending Machines at any time during the Term, as determined by Company, based on Company's policies and standards regarding its Vending Machines, as such policies and standards are communicated to the City by Company from time to time. The Vending Machines, and all monies and Products located in the Vending Machines, shall at all times remain the sole property of Company or one of its affiliates.

B. Commissions.

In consideration of the rights granted by the City hereunder, Company agrees to pay to the City a commission, as a percentage of the actual cash ("cash in bag" or "CIB") collected by Company from the Vending Machines placed at the Locations, less any applicable sales tac, fees or deposits ("Commissions"). Such Commissions shall be at the rate set forth below (the "Commission Rate") and shall be calculated as follows:

- 8. DELIVERIES.
- A. Riverfront Park will receive bi-weekly deliveries when needed between the months of May through September and weekly deliveries for all other months. Delivery time will be mutually agreed to between the parties.
- B. City of Spokane's other location will be based off of the Company's minimum delivery of fifteen (15) cases per delivery.
- C. Product delivery will be between 5:00am and 2:00pm Monday through Saturday, based on the City's needs. The Company is not required to deliver on Sundays or holidays.
- D. The Company shall set up a local call service for all City accounts requiring orders.
- 9. <u>CONSIDERATION</u>. In consideration of the City performance of its obligations hereunder, Company shall support the City with:
- Annual Support Funds.

Company shall provide the City with annual support funds in the amount of Twenty Thousand Dollars (\$20,000), payable to the City within sixty (60) days after execution of this Agreement by both parties, with respect to Year 1, and thereafter within sixty (60) days after each Years' anniversary until the end of the Term of this Agreement not to exceed ten (10) consecutive payments (the "Annual Support Funds"). The Annual Support Funds are earned throughout the Year in which they are paid. In the event Company terminates this Agreement due to the City's failure to cure a breach hereof, the unearned Annual Support Funds will be repaid to Company pursuant to the terms of Section 19(A) herein.

Annual Sponsorship Recognition Fees.

Company shall provide the City with annual sponsorship recognition fees in the amount of Twenty-five Thousand Dollars (\$25,000) to be used and spent by City towards Company's sponsorship of the new Riverfront Fountain Concessions (the "Annual Sponsorship Recognition Fees"); provided, however, that Year 1 Annual Sponsorship Recognition Fees will be prorated based when the new Riverfront Fountain Concessions opens for business and the number of months remaining in the Year. The Annual Sponsorship Recognition Fees will be payable to the City within sixty (60) days after execution of this Agreement by both parties, with respect to Year 1, and thereafter within sixty (60) days after each Years' anniversary until the end of the Term of this Agreement not to exceed ten (10) consecutive payments. The Annual Sponsorship Recognition Fees are earned throughout the Year in which they are paid. In the event Company terminates this Agreement due to the City's failure to cure a breach hereof, the un-

Spokane Parks Food Service locations. All menus will have Company logo at noticeable spots to help promote the sales of the Products.

Menu Support Funds Amount	Payable to City within sixty (60) days of:
\$4,000	Execution of the Agreement by both parties
\$2,000	February 1, 2015
\$2,000	February 1, 2017
\$2,000	February 1, 2019

ADDITIONAL CONSIDERATION.

Onsite "Point of Sale" Merchandising.

The Company will be asked to produce and/or provide POS assistance at each of park concessions stand entries and sales counters to help promote food and beverage sales. Throughout the Term, upon approval by Company, Company will provide or pay for the cost of mutually agreed to signs with floor stand, cup display and wall clocks as needed.

B. Annual product support.

Company will provide Riverfront Park with annual Product donations of up to a total of Four Hundred (400) 24-count cases of 12 ounce can Beverages and/or 24-count cases of 16.9 ounce Aquafina per Year to support guest appreciation or other related events, upon request of the City, provided however, that the City will administer all requests through a central contact so that the City may prioritize the requests. The City acknowledges and agrees that donated Product requests not used/made in any Year shall not be carried over to the subsequent Year.

- 12. <u>GOLF COURSES.</u> The City has four (4) golf courses that are currently under contract for their Beverage Pouring Rights (each a "Golf Course", collectively the "Golf Courses").
- Qualchan Golf Course Contract expires 12/31/2016
- Indian Canyon Golf Course Contract expires 2/28/2016
- Downriver Golf Course Contract expires 3/1/2015
- Esmeralda Golf Course Contract expires 12/31/2015

Upon expiration or early termination of each of these contracts, each such Golf Course will be a Location under this Agreement, and as such the Company will make available the same product pricing to each such Golf Course. In addition, the parties may negotiate an additional fee for exclusive pouring rights at these four (4) Golf Course locations once the conversion is complete.

ATTACHMENT "A"

The Parks-owned land designated for stormwater and CSO Control Facility Projects are identified as follows:

a. Parks agrees to provide and record permanent easements to the Utilities Division for the following CSO and stormwater projects installed on Parks-owned property:

Facility	Parcels	Status	Location
CSO 10/i03	25122.0005	Constructed	Above TJ Meenach, west of Nettleton & York
CSO 10/i03	25122.3101	Constructed	Above TJ Meenach, west of Nettleton & York
CSO 16	25231.1101	Constructed	Clark & Riverside at Sandifur Bridge
CSO 16	25231.1102	Constructed	Clark & Riverside at Sandifur Bridge
CSO 16	25242.1201	Constructed	Clark & Riverside at Sandifur Bridge
CSO 34-2	35223.0001	Constructed	Underhill Park
CSO 38	35093.0008	Constructed	South Riverton east of Mission
CSO 39-40	35095,0010	Constructed	South Riverton east of Mission
Cochran Basin	25023.0003	Pending	TJ Meenach south of Northwest Boulevard
Cochran Basin	25034.0001	Pending	TJ Meenach south of Northwest Boulevard
Cochran Basin	25101.0001	Pending	TJ Meenach south of Northwest Boulevard
Cochran Basin	25101.0002	Pending	TJ Meenach south of Northwest Boulevard
Cochran Basin	25112.0010	Pending	TJ Meenach south of Northwest Boulevard
Cochran Basin	25122.0004	Pending	TJ Meenach south of Northwest Boulevard
Cochran Basin	25122.1703	Pending	TJ Meenach south of Northwest Boulevard
Cochran Basin	25122.2701	Pending	TJ Meenach south of Northwest Boulevard
Cochran Basin	25111.0062	Pending	TJ Meenach south of Northwest Boulevard
Park Blvd	25024.4301	Pending	Park Blvd open space near Downriver Golf Course
CSO 33-1 bipeline CSO 33-1	35212.2401	Pending	west end of Liberty Park
ipeline	35212.2405	Pending	west end of Liberty Park
CSO 12 pipeline	25122.0001	Pending	northeast of Pettet Drive
SO 12 pipeline	25123.0015	Pending	northeast of Pettet Drive
04 - Bosch Lot	35183.1422	Pending	Post & Bridge Avenue
04 - Bosch Lot	35183.1423	Pending	Post & Bridge Avenue
04 - Bosch Lot	35183.1434	Pending	Post & Bridge Avenue
04 - Bosch Lot	35183.1435	Pending	Post & Bridge Avenue
04 - Bosch Lot	35183.1437	Pending	Post & Bridge Avenue

Pending:

Ebound NER Stormwater P. Pe. Through Course

2019 - 2020 (maybe)

- KESSY: Stormwater treatment for PDA To

To Novah (2019-2020) (maybe)

K

Conley, Jason K.

From:

Dalton, Pat

Sent:

Tuesday, March 06, 2018 8:42 AM

To:

Conley, Jason K.

Buening, Mark

Cc: Subject:

RE: Any news on the Golf Facility Impact Fee

Jason and Mark,

State law requires us to collect sales tax on the "selling price." That is further defined to include everything except "separately stated trade-in property of like kind." No deduction is allowed from the total amount of consideration for any other charges imposed by the seller. As to golf itself:

- (15)(a) The term "sale at retail" or "retail sale" includes amounts charged, however labeled, to consumers to engage in any of the activities listed in this subsection (15)(a), including the furnishing of any associated equipment or, except as otherwise provided in this subsection, providing instruction in such activities, where such charges are not otherwise defined as a "sale at retail" or "retail sale" in this section:
- (i)(A) Golf, including any variant in which either golf balls or golf clubs are used, such as miniature golf, hitting golf balls at a driving range, and golf simulators, and including fees charged by a golf course to a player for using his or her own cart. However, charges for golf instruction are not a retail sale, provided that if the instruction involves the use of a golfing facility that would otherwise require the payment of a fee, such as green fees or driving range fees, such fees, including the applicable retail sales tax, must be separately identified and charged by the golfing facility operator to the instructor or the person receiving the instruction.
- (B) Notwithstanding (a)(i)(A) of this subsection (15) and except as otherwise provided in this subsection (15)(a)(i)(B), the term "sale at retail" or "retail sale" does not include amounts charged to participate in, or conduct, a golf tournament or other competitive event. However, amounts paid by event participants to the golf facility operator are retail sales under this subsection (15)(a)(i). Likewise, amounts paid by the event organizer to the golf facility are retail sales under this subsection (15)(a)(i), if such amounts vary based on the number of event participants;

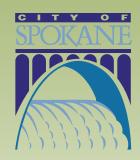
RCW 84.04.050.

In talking to the Department of Revenue person, I learned that there is no label we can put on something that will take it out of the retail sale category. She said that she believes a fee to repay a loan is just an ordinary cost of doing business and should be considered just like any other part of the green fees.

As for the City Admissions tax, 5% is levied on an "admission charge." That term is defined as money paid "as a condition to being admitted to a place or an event," including "a charge made for ... use of ... facilities for purposes of recreation or amusement." SMC 8.03.030. There is a list of exemptions to paying the tax at SMC 8.03.020, but none of them applies to this. I think the analysis is essentially the same as for the state sales tax: is payment of the golf facility impact fee a requirement to play golf at one of our courses. If so, then it is part of the admissions charge regardless of how it is labeled. I think our best bet here is to convince the Council to amend the ordinance as it applies to City golf courses and a golf facility impact fee.

Pat

Golf Marketing





Anti-SPAM Compliance

- Must include 'opt-out' option on every email
- Must include mailing address

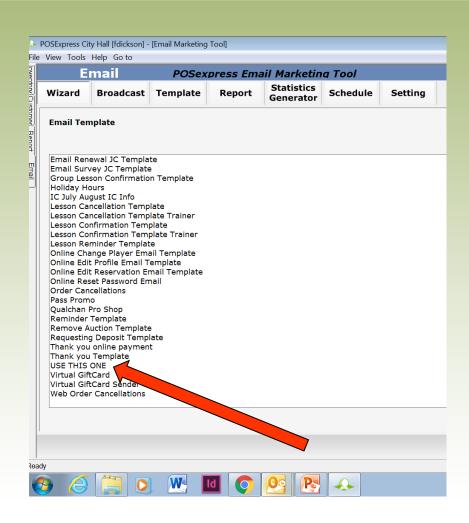
If you no longer wish to receive emails, please click here to <u>unsubscribe</u>.

City of Spokane Golf

808 W. Spokane Falls Blvd. Spokane, WA 99201

509.625.6200

- Fine per email: \$41,484
- Thank you Rex he set up a template with built-in compliance
- Always "Use This One"
- Applies to emails sent from personal accounts



Spring Promotions

- May –utility bill insert promoting lessons
- Golf in the NW Cover error
- Moms, Dads and Grads
- Recent media
 - KXLY TV and Radio Eager golfers descend on Qualchan, Mark's interview
 - KREM featured Esmeralda,
 Qualchan and Downriver
 - Journal of Business openings in daily email
 - Spokesman story trail fee waiver
 - KAYU and KHQ featured Esmeralda's Golfboards, Rob's interview







2018 Advertisements

Media Buy 2018:

- Journal of Business golf issue
- Inlander outdoors guide
- Spokesman Review golf guide
- KAYU June August
- NW Golf Maps
- Pacific NW Golfer May, August

Trade or free ads

- KAYU April May
- Quarterly Recreation Guides

DH communication plan forthcoming, thank you to pros for brainstorm session last month.





City of Spokane - Parks & Recreation Golf Fund -- 4600 Financial Report March 2018

			Mo	Monthly Comparison	nparisor	_			Year-to-Date Comparison	te Cor	mparison			
	2018 Current		0									2017 YTD 2	2018 YTD	
	Adopted		(1		20	2017 - 2018	::					% of	% of	
	Annual	2018 Budget	2017 March	2018 March		Monthly	2016	.2017	2018	201	2017 - 2018	Annual	_	Change in
	Budget	Balance	Actual	Actual		Difference	YTD Actual	YTD Actual	YTD Actual	YTD [YTD Difference	Budget		, %
Revenue:														
Program Revenue	3,805,270	3,578,373	138,703	201,425	425 \$	62,722	397,019	153,181	226,897	\$	73,715	4.2%	9.0%	1.80%
Pre-Sale Revenue					↔			60,671	73,068	٠٠ ~	12,397	2.0%	1.9%	
Other Transfers In	(4)	*			\$	(.●	3 2	E(#))						
TOTAL REVENUE:	\$ 3,805,270	\$ 3,805,270 \$ (3,505,305)	\$ 138,703	\$ 201,425	425 \$	62,722	397,019	213,852	\$ 299,965	₹	86,112	5.7%	7.9%	2.14%
Expenditures:	8													
Salaries and Wages	1,225,085	1,091,726	80,505	71,	71,249 \$	(9,257)	164,564	154,122	133,359	\$	20,763	12.2%	10.9%	-1.34%
Personnel Benefits	339,840	286,243	25,120	21,9	\$ 856	(3,167)	63,443	66,634	53,597	\$,	13,037	20.8%	15.8%	-5.07%
Supplies	318,162	314,458	3,398		\$ 26	(3,301)	12,039	6,733	3,704	\$	3,029	2.0%	1.2%	-0.79%
Services and Charges	1,025,427	951,806	37,380		44,620 \$	7,239	81,773	74,716	73,621	1 \$	1,095	6.9%	7.2%	0.32%
Interdepartment Svcs	360,565	290,833	6,492	7,	7,857 \$	1,365	72,394	985'69	69,732	\$ \$	(146)	17.5%	19.3%	1.87%
Intergovernment Svcs	21,000	20,545	55		104 \$	49	1,094	363	455	\$	(91)	1.7%	2.2%	0.43%
Subtotal Op. Exp.	\$ 3,290,079	\$ 2,955,612	\$ 152,951	\$ 145,	145,880 \$	(7,071)	395,307	372,154	\$ 334,467	\$ 2	37,687	10.8%	10.2%	-0.67%
Capital Outlay	350,046	347,714	1		\$ 20 \$	20	38,285	ı	2,332	\$ \$	(2,332)		0.7%	%/9'0
Transfers Out	20,000	20,000	ı		ب	ï		•	Ä					
TOTAL EXPENDITURES:	\$ 3,690,125	\$ 3,690,125 \$ 3,353,326	\$ 152,951	\$	145,901		433,593	372,154	\$ 336,799			10.0%	9.1%	-0.83%
Total Funding:	\$ 115,145		\$ (14,248)	\$ 55,	,525		\$ (36,574) \$	(158,302)	\$ (36,835)	(5)				
(nev. less Exp.)														

Beginning Fund Balance	S	168,253		
Less 7% Reserve Requirement			δ.	(258,309)
Beginning 2017 Excess Reserves	❖	168,253		
2017 YTD Change in Cash	↔	(36,835)		
Encumbrances at Month End	s	(103,120)		
2017 YTD Available Cash	\$	28,298		

2018 Annual YOY Golf Comparison Report

This continue This continu	annihité.		Contraction of the			The same of the sa			MONING CALLED										
Comparison Com	and the latest	2018	2017			SMERALDA 2017	DIFF		2017	DIFF		QUALCHAN 2017	DIFF	2018	ZO17	DIFF	2018	TOTALS	THIO
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STATE STATES STA		17.5	416	155	365	453	(88)	69	10	4	345	289	I I	268	29	201	1,618	1,230	388
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CARTIEE APENITY	ŧ	ш					Ш		II		11		П	8 1		П			Н
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TOTAL 604 273 331 586 192 394 43 0 45 500 375 125 0 9 6 1733	COU PRO CART FEE	540	526	315	542	169	373	40	0	40	463	343	120	0	0	0	1,585	738	88
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TOTAL \$ 6,036 \$ 6,029 \$ 7 \$ 2,381 \$ 3,359 \$ (978) \$ 700 \$. \$ 700 \$ 5 . 5 700 \$ 5 . 5 700 \$ 5 . 5 700 \$ 5 . 5 700 \$ 5 . 5 700 \$ 5 . 5 700 \$ 5 . 5 700 \$ 5 . 5 700 \$ 5 . 5 700 \$ 5 . 5 700 \$ 7010 \$	SEVE PRO CART FEE	85	36		146	40 \$	106	10	6	10	77	59	17	1950		,	318	135	\$ 183
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2018 2017 DIFF 2018 CALL DIFF 2018 CONTYNUTURE CONTYNUTURE </td <td></td> <td></td> <td>-</td> <td>AL LA</td> <td></td> <td></td> <td></td> <td>100</td> <td>BUCKET</td> <td>1000</td> <td>LS</td> <td>100</td> <td>-</td> <td>100</td> <td>100</td> <td></td> <td></td> <td></td> <td></td>			-	AL LA				100	BUCKET	1000	LS	100	-	100	100				
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