



CITY OF RAPID CITY

DEPARTMENT OF PARKS AND RECREATION
125 WATERLOO STREET
RAPID CITY, SOUTH DAKOTA 57701

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Parks Division
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Recreation Division
Manager
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Manager
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Date: May 16, 2008

To: Legal & Finance Committee Members

From: Doug Lowe, Recreation Division Manager

Subject: Authorization for Mayor and Finance Officer to Sign
Addendum to Golf Concessionaire Agreement.

Summary: The Recreation Division is requesting authorization for the Mayor and Finance Officer to sign an addendum with B.F. Variety Store / DBA Matt Kimball's Golf Shop, to provide up to twenty hours of Meadowbrook Pro Shop coverage per week from September 1 to April 31 of each year under the contract.

Recommendation: Have mayor and finance officer sign addendum with B.F. Variety Store / DBA Matt Kimball's Golf Shop.

Analysis/Background:

The Recreation Division has hours of operation that must be filled during the off season. This addendum will provide the Golf Recreation Coordinator/Specialist the flexibility to provide coverage under the contract for two days of operations during the off season. This will provide consistency in the Meadowbrook Golf Shop and allow for full coverage of the facility for better sales and customer service.

ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT

The City of Rapid City ("City") and B.F. Variety Store, Inc. dba Matt Kimball's Golf Shop ("Professional") agree to the following amendment to the Professional Services Agreement entered into by the parties on March 19, 2008.

Paragraph 5 will be modified to read as follows:

5. **Engagement.** The Professional shall be an independent contractor under this Agreement, and shall not be an employee of the City.
- a. The city will collect all revenues for merchandise and lessons and the city will retain: Seven Percent (7%) of gross sales generated by merchandise sales, Seven Percent (7%) of gross sales generated by golf lessons, except those that are sponsored by the City Recreation Division.
 - b. City will collect all sales tax based on the States percentages and will remit those taxes to the State Department of Revenue.
 - c. The city will submit a payment request (minus the 7% gross on the concession, instruction, and sales tax withholding) each Friday for Concessionaire.
 - d. Bad credit card and bad checks for merchandise sold or lessons, will be considered bad debt and will be deducted from the following weeks gross sale receipts. The City will process bad checks through the City's collection services. Those Items collected will be paid to the concessionaire on the next gross sale receipt.
 - e. The loss of inventoried merchandise from the Pro Shop floor will be split equally between the City and Concessionaire and paid out at cost.
 - f. All furniture and fixtures located at Meadowbrook and Executive, and owned by the City, will remain the property of the City.
 - g. ***The Professional shall be compensated \$160.00 per week from September 1st to April 30th of each year to provide coverage in the Pro Shop for up to 20 hours per week. The professional and the Recreation Coordinator/Specialist will determine weekly schedule.***

This Agreement may be terminated for cause at any time. This Agreement is not assignable and the death or disability of the principal Professional shall result in termination.

Dated this _____ day of _____, 2008.

BY THE CITY:

Alan Hanks, Mayor

ATTEST:

Finance Officer

(SEAL)

B.F. Variety Store, Inc. dba Matt Kimball's Golf Shop

Matt Kimball, Vice President

State of South Dakota)
) SS. ACKNOWLEDGMENT
County of Pennington)

On this _____ day of _____, 2008, before me, the undersigned officer, personally appeared Alan Hanks and James F. Preston, known to me to be Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

(SEAL)

State of South Dakota)
) SS. ACKNOWLEDGMENT
County of Pennington)

On this _____ day of _____, _____, before me, the undersigned officer, personally appeared Matt Kimball, who acknowledged themselves to be the Vice President of B. F. Variety Store, Inc. dba Matt Kimball's Golf Shop , and that as such , being duly authorized to do so, executed the foregoing instrument by signing and acknowledged that they executed the same for the purposes therein contained and that they had the authority to do so in the name of the B.R. Variety Store, Inc. dba Matt Kimball's Golf Shop, its Vice President .

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public, South Dakota
My Commission Expires:

(SEAL)