



## **POKEGAMA GOLF COURSE BOARD MEETING AGENDA**

**Tuesday, November 19, 2024  
8:00 AM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular Meeting of the Pokegama Golf Course Board will be held on Tuesday, November 19th, 2024 at 8:00 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota.

**ROLL CALL:**

**PUBLIC INPUT:**

**SETTING THE AGENDA:** (This is an opportunity to approve the regular agenda as presented or add/delete an Agenda item by a majority vote of the Board members present.)

**APPROVE MINUTES:**

1. Consider approval of the October 15, 2024 regular meeting minutes.

**CLAIMS AND FINANCIAL STATEMENTS:**

2. Consider approval of claims in the amount of \$87,092.21.

**VISITORS:**

**REPORTS:**

**BUSINESS:**

3. Consider approval of the concessionaire contract renewal with the following changes:

Amend page 3 payment to read \$20 and hour for each simulator in use and the rate is to increase 3% every third year beginning December 1, 2027.

Amend page 6 to remove the duties of snow removal.

4. Consider approval of the updated job description for contract employees.
5. Consider entering into a cart storage agreement with 214 Properties, LLC for 2024/2025.
6. Consider approving the 2025 budget.
7. 100 year celebration committee discussion.

CORRESPONDENCE AND OPEN DISCUSSION:

ADJOURN:



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

**POKEGAMA GOLF COURSE BOARD  
MEETING MINUTES**

**Tuesday, October 15, 2024  
7:30 AM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular Meeting of the Pokegama Golf Course Board will be held on Tuesday, October 15, 2024 at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota.

**ROLL CALL:**

**PRESENT**

Member Rick McDonald  
Member John Ryan  
Member Tom Lagergren  
Member Deb Godfrey

**ABSENT**

Member John Bauer

**PUBLIC INPUT:**

No one from the public was present.

**SETTING THE AGENDA:** (This is an opportunity to approve the regular agenda as presented or add/delete an Agenda item by a majority vote of the Board members present.)

**APPROVE MINUTES:**

1. Approve the minutes of September 17, 2024 Golf Board Meeting.

Motion made by Member Lagergren, Seconded by Member Godfrey to approve the agenda and the September 17, 2024 minutes. Voting Yea: Member McDonald, Member Ryan, Member Lagergren, Member Godfrey

**CLAIMS AND FINANCIAL STATEMENTS:**

2. Review and approve verified claims

Motion made by Member Godfrey, Seconded by Member Ryan to approve the claims. Voting Yea: Member McDonald, Member Ryan, Member Lagergren, Member Godfrey

### 3. Review Financials

Director of Golf, Tom Beaudry, gave an overview of the financials. The golf season is ending soon. In November the repairs will be made due to flooding. Insurance money will be used to repair sheetrock and base boards.

Simulators will be starting soon.

#### VISITORS:

No visitors present.

#### REPORTS:

Superintendent Steve Ross reported that they are spraying fairways today. They will be putting a snow mold treatment down just before the first snow, probably next week or the following week. Late next week they will be putting carts into storage. There are 50 carts total. Ryan Sutherland will be taking 5. It costs \$2100 to have the carts stored for the season. They have been blowing mulch and leaves and keeping things cleaned up. There has not been a lot of golfers. They have found someone to trap the skunks. There are a lot of skunks. Six traps were set yesterday. They also spray areas for grubs. That also keeps skunks from digging. They have pulled fixtures off, and ball washers, benches, garbage cans, and tee markers have been put away. Employees are contracted for 185 days. The next few weeks employees will be done. The blade was approved for the John Deere Tractor. Cody is working year round. They are working on next year's budget. There will be two applications on the fairway next year. The fairway is doing well. They will aerify fairways in November on a nice day. Irrigation and pump house are done. Thursday, depending on the weather, they will move the carts. It should take a couple of hours depending on how many show up to help. Mike Plackner was approved for tree work, with an amount around \$20,000. He should start in November. This years the course was in good condition and they received a lot of compliments.

Director of Golf, Tom Beaudry, reported that they are winding down the year, focusing on paperwork to deactivate employees and marketing plans for next year. Simulators will start the Friday after Thanksgiving and be closed Monday and Tuesday and open Wednesday through Sunday.

#### BUSINESS:

Discussion was had about changing the time of the monthly meeting from 7:30 am to 8 am. It was decided to change it and return it to 7:30 am sometime in the Spring.

Motion made by Member Lagergren, Seconded by Member Ryan to change the Pokegama Golf Course meeting time to 8:00 am until further notice. Voting Yea: Member McDonald, Member Ryan, Member Lagergren, Member Godfrey

Question was asked about playing golf in November. It was stated that due to liability insurance the player could only do so if they were a season pass holder.

## CORRESPONDENCE AND OPEN DISCUSSION:

## 4. Junior Range Pass Discussion

Discussion was had about the Junior Range Pass. Many members have been hearing concerns from the public. The golf course is proposing a punch card system or a 3 bucket a day limit. Discussion was had about youth abusing the current pass. Director of Golf, Tom Beaudry, provided details of family usage and a financial spreadsheet. Discussion included the importance of this pass and the impact it has on the youth and adults. Discussion was had about teaching kids proper golf etiquette and holding them accountable. Member Rick McDonald spoke about a young girl who reached out to him expressing her concern and the importance of the Junior Range Pass to her. He was impressed with her respect and initiative. More ideas were discussed: increase price, if rules aren't followed you lose your privilege for a week, teaching and interactions from staff with the youth. The system is working for adults, (18+), and there is no need to change that system. Young adults employed with the Golf Course are not included in the Junior Range Pass. They have access to as many buckets as they want. Discussion about the Simulator revenues originally being meant to offset Junior golf and right now it is used for the school. It's a line item in the budget but could get lost over time and not used for junior golf. Tom B. mentioned it is a small season and it takes \$20,000 to run the driving range. It was mentioned that some of the Simulator money should be used to offset the Junior Range Pass, to support the juniors. Discussion was had about documentation of use. There is a record of who uses it and how much they use it. A comment was made that this is a community course. Also mentioned, in consideration with the three bucket rule, if a youth is working hard, giving them another bucket with pointers from Tom B. It was decided Junior Range Pass is still in effect with a 3 bucket a day limit. If they wanted more, they would have to come in and talk with Tom B. There will be no family pass. There was talk of sponsoring due to financial hardship.

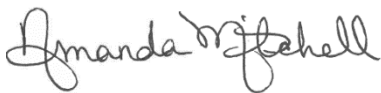
Surveys that were discussed at the previous meeting are printed off and available to read.

## ADJOURN:

Motion made by Member Lagergren, Seconded by Member Ryan to adjourn the October 15, 2024 Golf Board meeting. Voting Yea: Member McDonald, Member Ryan, Member Lagergren, Member Godfrey

Meeting adjourned at 8:22 AM.

Respectfully submitted:



Amanda Mitchell, Recorder

DATE: 11/14/2024  
 TIME: 09:59:11  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/19/2024

VENDOR #	NAME	AMOUNT DUE
-----		
POKEGAMA GOLF COURSE		
0114900	ANY WAY YOU WANT IT MOVING &	96.70
0205125	THOMAS BEAUDRY	549.57
0221650	BURGGRAF'S ACE HARDWARE	557.93
0308100	CHAMBER OF COMMERCE	975.00
0312705	CLUB PROPHET SYSTEMS	594.70
1200500	L&M SUPPLY	181.98
1309280	MN DEPT OF NAT'L RESOURCES-OMB	807.91
1315625	MOR GOLF AND UTILITY	3,711.37
1415534	NORTHLAND FIRE & SAFETY INC	3,069.51
1415544	NORTHLAND PORTABLES	128.25
1415545	NORTHLAND LAWN & SPORT, LLC	3,846.43
1415587	NORTHSTAR BARGE	1,514.00
1601395	PA JONES, LLC	2,892.36
1801530	NORTHERN MN WATER COND DBA	59.68
1801610	RAPIDS PLUMBING & HEATING INC	318.75
1809154	RICHARD F RYSAVY	455.00
1815711	ROSS GOLF COURSE	5,063.96
1905600	SEPTIC CHECK	1,190.00
2005700	THE TESSMAN COMPANY	543.87
2015200	TODD'S STUMP GRINDING, LLC	2,778.75
T001543	CITY OF SUPERIOR	500.00

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$29,835.72

CHECKS ISSUED-PRIOR APPROVAL  
 PRIOR APPROVAL

0100053	AT&T MOBILITY	44.84
0301328	ROBERT CAHILL	200.00
0301530	CANON FINANCIAL SERVICES, INC	45.48
0315329	CITY OF COHASSET	108.38
0718015	GRAND RAPIDS CITY PAYROLL	32,147.34
1301145	MARCO TECHNOLOGIES, LLC	14.09
1309335	MINNESOTA REVENUE	7,819.44
1516220	OPERATING ENGINEERS LOCAL #49	3,364.00
1601750	PAUL BUNYAN COMMUNICATIONS	173.56
1621130	P.U.C.	3,439.36
2015675	TORO NSN	6,900.00
T001080	JEFF FRAZIER	200.00
T001081	SCOTT ANDERSON	200.00
T001447	TOM HANNA	200.00
T001531	DION BERGER	200.00
T001532	JAMES CAMBELL	200.00
T001533	EUGENE GAGNON	200.00
T001534	COREY GICE	200.00
T001535	TODD GODFREY	200.00

DATE: 11/14/2024  
 TIME: 09:59:11  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 11/19/2024

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
T001536	DAVE JOHNSON	200.00
T001537	MATTHEW OLSON	200.00
T001538	JOSEPH POLLARD	200.00
T001539	LLOYD RETZLAFF	200.00
T001540	JERRY RYAN	200.00
T001541	ADAM SADLEMEYER	200.00
T001542	MARK STUPAR	200.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$57,256.49
TOTAL ALL DEPARTMENTS		\$87,092.21

CONCESSIONAIRE AGREEMENT

This Concessionaire Agreement is entered into this 13 day of February, 2023, by and between the City of Grand Rapids, Minnesota, a municipal corporation ("City") and S. Bastian Companies, LLC on behalf of Stewart Bastian as its Corporate Officer ("Concessionaire").

RECITALS

WHEREAS, City owns Pokegama Golf Course and Clubhouse and desires to contract for concessionary services; and

WHEREAS, Concessionaire has represented that they are willing and able to provide high quality concessionaire services as contemplated by this Agreement; and

WHEREAS, City and Concessionaire wish to enter into this Agreement specifying the terms and conditions under which City will retain Concessionaire to provide concessionaire services;

NOW, THEREFORE, City and Concessionaire, for goods and valuable mutual consideration, and with the intent of being legally bound, agree as follows:

ARTICLE 1 - CONCESSIONS SERVICES

1.1 General: City hereby grants to Concessionaire the right to provide concession services as further defined in the Concession Agreement, at Pokegama Golf Course and Clubhouse, for the term of this Concessionaire Agreement. Concessionaire commits to provide concessionaire services as required by this Concessionaire Agreement for the term hereof. "Concession services" consists of Clubhouse concession services, beverage cart services and special event concession services. The concessionaire may cater private events during the term of the contract. In the event of a conflict between golf related events and private related events, golf related events shall have first priority. Further, during private events, the bar area must be open to the golfing public and they also must be allowed access to the on-sale liquor service.



1.2 Clubhouse Services: Clubhouse services shall consist of food and beverage services prepared and served within Pokegama Golf Course Clubhouse, including on-sale liquor service. Clubhouse services shall be provided on a schedule of days and hours per day as designated by City's Director of Golf. Clubhouse services shall be available on days when the golf course is open. The typical golf season runs from early April through late October but may be extended, weather permitting. If the Concessionaire wishes to apply for an off-sale liquor license and all conditions of such a license can be met, the City will not object to the license's issuance.

1.3 Beverage Carts: Concessionaire shall provide beverage service, including liquor service, from beverage carts on days and times mutually agreed between Concessionaire and City's Director of Golf. The City owns one beverage cart and will allow the Concessionaire to use said cart at no expense for as long as it is mutually agreed to by all parties.

Concessionaire shall provide liability insurance covering operation of the cart, along with liquor liability insurance covering the dispensing of beverages while using the cart. Liability coverage shall be at least \$1,500,000 combined single limit or such other amount as set forth in Minn. Stat. § 466.06, subd. 1 , as may be changed from time to time, setting forth a municipality's maximum liability limit. Liquor liability coverage applicable to the cart shall be at least the minimum amounts required by statute. City shall be named as an additional insured with respect to use of the cart and copies of the policies of insurance shall be deposited with the City Clerk prior to use of the cart by Concessionaire.

1.4 Simulators: Pokegama Golf Course has two Trackman Golf Simulators (hereinafter referred to as the "Simulators") that have been installed in the clubhouse dining room as of November 2021. The City of Grand Rapids desires that the Concessionaires collect the fees for the hourly rental of both Simulators.

The Concessionaires will be responsible for staffing the operation during business hours that are mutually agreed upon by Concessionaires and PGC Director

of Golf (hereinafter referred to as the “DOG”). The Simulators’ hourly rate charge will be determined by the DOG.

In exchange for the staffing of the operation the Concessionaires will receive payment of \$20 for each hour the simulators are open for business.

The DOG will monitor use of the Simulators and report any discrepancies to the Concessionaires and City Finance Department.

The Simulator rental fees, minus the \$20 hourly operator fees, will be paid weekly to the City of Grand Rapids/Pokegama Golf Course by the Concessionaires.

Actual daily hours of business shall be reported with the weekly summary of operations to the DOG by the Concessionaires.

The DOG and Concessionaires will work together to market the simulators with related expenses to be paid by City of Grand Rapids/Pokegama Golf Course.

1.5 Special Events: Concessionaire shall provide catering services for golf related banquets and other golf related special events at Pokegama Golf Course Clubhouse.

1.6 Standards: Concessionaire agrees to provide high quality food and beverages and diligent service and management in providing concession services under this Concessionaire Agreement, and to do those things necessary to provide good and proper service similar to that provided for the same goods and services provided under similar circumstances in the community.

1.7 Licenses Permits: Concessionaire shall be responsible to obtain and keep in force all licenses and permits necessary to lawfully provide concession services pursuant to this Concessionaire Agreement. Concessionaire shall hold a valid on-sale intoxicating liquor license for the premises as a condition of this Concessionaire Agreement.

1.8 Employees: All persons retained to provide concession services pursuant to this Concessionaire Agreement shall be employees of Concessionaire and not of City. Concessionaire shall provide City with a copy of a Minnesota workers'

compensation policy evidencing coverage for all of Concessionaire's employees. Concessionaire shall deduct all legally required payroll deductions and remit same according to law.

#### ARTICLE 2 - FEE, BOND

2.1 Fee: Concessionaire shall pay to City, as consideration for the right to provide concession services pursuant to this Agreement, the amount of Eighteen Thousand Dollars (\$ 18,000) per year or \$2,000 per month payable in the months of April, May, June, July, August, September, October, November, and December. Rent fees for each month will be due the 1<sup>st</sup> of each month.

In addition to the annual fee outlined in the previous paragraph, beginning in the calendar year 2013, Concessionaire will also pay to the City a Franchise Fee consisting of 2% of the annual total gross sales in excess of \$400,000 as reported on the Concessionaire's Minnesota State Sales Tax returns each year. The annual payment date for the franchise fee would be due two quarters after the applicable taxable year.

2.2 Golfing Privileges: The Concessionaires, limited to Stewart, Janelle, Annika and Natalie Bastian may golf at the Pokegama Golf Course at no cost. This is agreed to, in part, to assist the Concessionaires in becoming as visible to the golfing community as possible.

2.3 Surety Bond: Concessionaire shall furnish to City a surety bond, letter of credit or cash deposit in the amount of Five Thousand Dollars (\$5,000.00) in order to assure compliance with the provisions of this Agreement by no later than January 1, 2021. If Concessionaire fails to comply with the provisions of this Concessionaire Agreement, City shall be entitled, without further notice to Concessionaire, to call upon said surety bond, letter of credit or cash deposit to satisfy Concessionaire's obligations hereunder. Any surety bond or letter of credit furnished by

Concessionaire shall state on its face that it shall remain in effect for the term of this Concessionaire Agreement and any renewal thereof. If Concessionaire furnishes a cash deposit, said deposit shall be held by City for the term of this Concessionaire Agreement unless earlier called upon by City to satisfy Concessionaire's obligations hereunder. It is further agreed that such cash deposit, surety bond or letter of credit will be released when this Concessionaire Agreement is no longer in effect, following the taking of an inventory and a determination by the City that the premises and any of City's equipment therein is returned to City in a condition acceptable to City.

ARTICLE 3 - UTILITIES

3.1 Concessionaire and City Responsibilities:

Concessionaire shall be solely responsible for all costs related to phone and internet services which are independent of the golf course operations.

The Concessionaire shall pay for all utility costs, including natural gas and electricity, associated with the food preparation and bar service areas, which will be metered separately from the common areas and the golf shop. In addition, Concessionaire agrees to pay twenty-five percent (25%) of the utility bills for the remaining portions of the building for the months of April through October of each year.

The Concessionaire will be responsible for all of the of garbage picked up at the Clubhouse including recyclables. Thus, the City will have no responsibility for garbage or recycled goods services.

Concessionaire will be solely responsible for one-hundred percent (100%) of the cable television charges. Pay per view and any additional premium channel charges will also be at Concessionaire's sole expense.

ARTICLE 4 - EQUIPMENT

4.1 Concessionaire.

Concessionaire will have the opportunity to use the existing restaurant equipment and beverage cart (as specified in paragraph 1.3 above) owned by the Pokegama Golf Course existing as of the date of this agreement. Concessionaire will be responsible for the acquisition of any additional equipment deemed necessary for the food and beverage operation. Concessionaire will be responsible for all repairs, maintenance and replacement of any equipment, including that owned by the City. The City will retain ownership of its equipment and will remove the equipment at the request of Concessionaire and will be responsible for the disposal or sale of said equipment.

All equipment, supplies and small wares, including glassware, flatware and serving items, purchased by the Concessionaire will be the sole responsibility of Concessionaire.

Concessionaire agrees to be fully responsible for the costs and safe-keeping of all consumables used in the execution of the restaurant/bar operations, including cleaning and cooking supplies.

4.2 City. City will provide a walk-in cooler/freezer for use by the Concessionaire and will be responsible for any repairs necessary for the cooler/freezer. City will not be responsible for any inventory losses resulting from the malfunction of the cooler. In the case of malfunction the City will repair or replace the cooler within a reasonable time and Concessionaire agrees to be fully responsible for any inventory losses that may have occurred as a result of said malfunction.

Concessionaire will provide the consumables and equipment necessary for the daily maintenance of the main floor and basement restrooms, including toilet paper and hand towels.

4.3 Snow Removal. City will be responsible for snow removal from the parking lot as well as the abutting County Road. Concessionaire agrees to remove the snow from the sidewalks and pedestrian walkways in a timely fashion.

#### ARTICLE 5 - MAINTENANCE, SECURITY

5.1 Maintenance: Concessionaire agrees to maintain and operate their business in compliance with all laws and regulations, including standards set by OSHA and the State Fire Marshall. Concessionaire shall be responsible for the daily cleaning and maintenance of the interior/exterior food service areas, including the kitchen, bar, main floor restrooms and exterior garbage collection area. Concessionaire shall also be responsible for daily cleaning of all public access basement areas.

City shall be responsible for the maintenance of the building exterior, parking lot, all interior fixtures and furniture, the building's plumbing, heating and electrical systems, outside patio furniture, outside patio, exterior walls, foundation, grounds, and the sprinkler systems.

5.2 Security: During the operating season, Concessionaire shall be responsible to secure the premises at the close of each business day by locking all doors and windows. Personal property of Concessionaire kept on the golf course premises or in the Clubhouse are kept there at the risk of Concessionaire and City shall not be liable for any damages, loss or theft thereof. The City shall furnish burglar and fire alarm systems as well as video surveillance systems of both the interior and exterior of the clubhouse, parking lot, and park areas.

#### ARTICLES 6 - INDEMNITY, INSURANCE

6.1 Indemnity: Concessionaire agrees well and truly to perform and faithfully observe and comply with all the conditions, regulations and provisions prescribed herein, and to indemnify, save and keep harmless and defend City, its officers, agents and employees of and from any liability, lien, judgment, costs, damages and expenses of whatsoever kind which may in any way be suffered by City or its officers, agents, or employees by reason of or in consequence of the operation of the concession services herein provided for on account of any act or thing done or

suffered or omitted to be done under the authority or supposed authority of such grant. This indemnification provision is also applicable to Concessionaire's use of the cart as provided in Section 1.3 of this Concessionaire Agreement.

6.2 Liability Insurance: Concessionaire shall provide general liability insurance for the involved premises and liquor liability insurance for any liquor or liquor related concessions for which liquor liability insurance is generally obtained. General liability coverage amounts shall be at least \$1,500,000 combined single limit or such other amount as set forth in Minn. Stat. § 466.04, subd. 1, as may be changed from time to time, setting forth a municipality's maximum liability limit. Liquor liability coverage amounts for bodily injury, property damage and loss of means of support shall be at least in the minimum amount required by statute. The insurance policies shall name the City as an additional insured. Copies of said policies shall be deposited with the City Clerk prior to commencement of the term of this Agreement.

#### ARTICLE 7 - TAXES

7.1 Sales Tax: Concessionaire shall be exclusively responsible to timely remit sales taxes based on concessions services provided by Concessionaire pursuant to this Concessionaire Agreement.

#### ARTICLE 8 - TERMS, CANCELLATION

8.1 Term: The term of this Agreement shall be from November 22, 2021 through December 31, 2024.

8.2 Cancellation: This Agreement shall be subject to cancellation during the term hereof in the event of the happening of any one or more of the following:

- (a) Mutual agreement of City and Concessionaire;
- (b) At the option of City if Concessionaire is adjudicated bankrupt, is in receivership, has made an assignment for the benefit of creditors, or because Concessionaire's financial condition is such that Concessionaire is unable to continue to satisfactory operation;

- (c) Failure of Concessionaire to reasonably perform, keep and observe any of the provisions of this Concessionaire Agreement and the failure of Concessionaire to correct any default or breach thereof within a time specified by City.

8.3 Sale: Should Concessionaire sell the business to a third party during the term of this contract, this contract shall be subject to renegotiation or cancellation.

8.4 Removal: Upon expiration or cancellation of this Agreement, Concessionaire shall remove all goods, chattels and fixtures belonging to Concessionaire and shall leave the premises in the condition in which they were received. In the event said goods, chattels and fixtures are not removed within 14 days from termination of this Agreement, the Concessionaire shall be deemed to have abandoned the same to City.

#### ARTICLE 9 - GENERAL

9.1 Independent Contractor: Concessionaire is deemed an independent contractor for purposes of this Agreement, and any and all persons employed by Concessionaire in the performance of any work or services required or provided for in this Agreement shall not be considered employees of City for any purpose whatsoever, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit and any and all such claims shall be the sole obligation and responsibility of Concessionaire.

9.2 No Subcontract, Assignment: No portion of this Agreement may be assigned or subcontracted by Concessionaire to any other party without prior written consent of City.

9.3 Governing Law: This Concessionaire Agreement shall be governed by the laws of the State of Minnesota.



9.4 Waivers: The waiver by City or by Concessionaire of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

9.5 Notices: Where referred to in this Concessionaire Agreement, notice to City of Concessionaire, respectively shall be addressed as follows:

To City: City of Grand Rapids c/o  
Director of Golf Course  
Pokegama Golf Course  
3910 Golf Course Road  
Grand Rapids, MN 55744

To Concessionaire: S. Bastian Companies, LLC on behalf of  
Stewart Bastian as its Corporate Officer  
("Concessionaire").

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first written above.

CITY OF GRAND RAPIDS

Dale R. Christy  
By: Dale R. Christy (Feb 14, 2023 16:00 CST)  
Dale Christy, Mayor

Thomas Pagel  
ATTEST: Thomas Pagel (Feb 15, 2023 08:30 CST)  
Thomas Pagel,  
Its City Administrator

Janelle Bastian  
By: Janelle Bastian (Feb 15, 2023 10:33 CST)  
S. Bastian Companies, LLC

Stewart Bastian, Corporate Officer



# Pokegama Grill Concessionaire Agreement


Final Audit Report

2023-02-15

Created:	2023-02-14
By:	Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAt1g4_MtONLnqKrdhnl8zpWuWCGrpyXp

## "Pokegama Grill Concessionaire Agreement" History

-  Document created by Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)  
 2023-02-14 - 6:28:34 PM GMT- IP address: 162.254.65.69
-  Document emailed to dchristy@grandrapidsmn.gov for signature  
 2023-02-14 - 6:29:27 PM GMT
-  Email viewed by dchristy@grandrapidsmn.gov  
 2023-02-14 - 9:54:55 PM GMT- IP address: 205.149.151.22
-  Signer dchristy@grandrapidsmn.gov entered name at signing as Dale R. Christy  
 2023-02-14 - 9:59:58 PM GMT- IP address: 205.149.151.22
-  Document e-signed by Dale R. Christy (dchristy@grandrapidsmn.gov)  
 Signature Date: 2023-02-14 - 10:00:00 PM GMT - Time Source: server- IP address: 205.149.151.22
-  Document emailed to tpagel@grandrapidsmn.gov for signature  
 2023-02-14 - 10:00:02 PM GMT
-  Email viewed by tpagel@grandrapidsmn.gov  
 2023-02-15 - 2:30:23 PM GMT- IP address: 162.254.65.69
-  Signer tpagel@grandrapidsmn.gov entered name at signing as Thomas Pagel  
 2023-02-15 - 2:30:38 PM GMT- IP address: 162.254.65.69
-  Document e-signed by Thomas Pagel (tpagel@grandrapidsmn.gov)  
 Signature Date: 2023-02-15 - 2:30:40 PM GMT - Time Source: server- IP address: 162.254.65.69
-  Document emailed to janellebastian@hotmail.com for signature  
 2023-02-15 - 2:30:41 PM GMT
-  Email viewed by janellebastian@hotmail.com  
 2023-02-15 - 4:29:09 PM GMT- IP address: 104.47.74.126

 Signer janellebastian@hotmail.com entered name at signing as Janelle Bastian

2023-02-15 - 4:33:10 PM GMT- IP address: 205.149.147.58

 Document e-signed by Janelle Bastian (janellebastian@hotmail.com)

Signature Date: 2023-02-15 - 4:33:12 PM GMT - Time Source: server- IP address: 205.149.147.58

 Agreement completed.

2023-02-15 - 4:33:12 PM GMT

### EXTENSION OF CONCESSIONAIRE CONTRACT

THIS EXTENSION OF CONTRACT (“Extension”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, for the purpose of extending the Concessionaire Contract dated November 13, 2023, (“Original Contract”) between S. Bastian Companies, LLC and the City of Grand Rapids (the “Parties”).

1. The Original Contract, which is attached hereto as a part of this Extension, will end on December 31, 2024.

2. The Parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period of December 31, 2024, and will now end on December 31, 2027.

3. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

**S. Bastian Companies, LLC**

**City of Grand Rapids**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2024

Dated: \_\_\_\_\_, 2024

## City of Grand Rapids Job Description

**Job Title:** Starter/Ranger  
**Department:** Pokegama Golf Course

### **Position Summary:**

The Starter/Ranger assists the Director of Golf with proper accounting of all golf being played. Starter/Rangers are course ambassadors and work to enhance the guest experience.

### **Supervision Received:**

Works under the supervision of the Director of Golf.

### **Essential Duties and Responsibilities:**

The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position. Other duties may be assigned.

- Assist in implementing applicable operating and safety policies and procedures pertaining to golf course, golf shop, and outside service activities.
- Ensure procedures are followed to open, close, and secure the golf shop and storage buildings.
- Provide best in class customer service at all times.
- When working as a starter, check all receipts for proper payment and record cart numbers and start/turn times on the tee sheet.
- Closing shifts will help clean, and park carts.
- Rangers will ensure pace of play is maintained in accordance with the USGA recommended pace of play and encourage golfers to adhere to local rules.
- Perform additional duties as required.

### **Education/Qualifications/Certifications:**

- Preferred 1-year experience in the golf or hospitality industry.
- Valid Minnesota driver's license, or the ability to obtain.
- Demonstrated quality written, verbal, interpersonal communication skills.
- Ability to analyze and solve problems; efficiently handle multiple duties under pressure with minimal supervision.
- Work flexible and irregular hours as required including evenings, holidays, and weekends.
- Positive attitude, professional manner and appearance in all situations.

### **Knowledge, Skills, Abilities and Competencies Required:**

The requirements listed below are representative of the knowledge, skill, ability and/or competency sets required to complete the essential functions of the job at a satisfactory level.

- Read and write (English).
- Communicate verbally with staff members and/or customers with or without the use of two-way radios.
- Give and/or follow verbal and written instructions.
- Visually inspect all work areas, golf course and grounds.
- See players on the golf course, and the ability to follow the flight of golf balls.
- Operate vehicles and equipment for several hours at a time.
- Perform mathematical calculations involving fractions, decimals, and percentages.
- Ability to operate Golf golf carts in a safe manner.

**Physical Requirements:**

This work requires standing, walking, pushing, pulling, lifting, grasping, bending, and kneeling for up to five (5) hours at a time. Lifting up to 100 pounds occasionally, 50 pounds frequently, and 20 pounds constantly. Work regularly requires sitting, speaking, or hearing, using hands, handle or feel and repetitive motions. Work frequently requires reaching with hands and arms and requires standing, walking and lifting. Work has standard vision requirements. Vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly, or quickly. Hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound. Work requires preparing and analyzing written or computer data, operating machines and observing general surroundings and activities. Work has exposure to environmental conditions. The regular, on-going work environment of this position requires inside work and also outdoor activities. May be exposed to inclement weather, potentially dangerous chemicals, solvents, pesticides, herbicides, and fertilizers, misdirected golf balls, sharp and rapid equipment movement on a daily basis. Injury may result as a result of exposure to the above if safety policies and practices are not properly followed.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**214 PROPERTIES, LLC**

Ryan Sutherland  
34990 Hanna Road  
Cohasset, MN 55721  
218.360.1727

**STORAGE AGREEMENT**

This agreement is for leasing space to Occupant for the purpose of storing personal property and expressly incorporates all terms and conditions outlined below. By signing this agreement Occupant acknowledges having read the terms and conditions contained herein and agrees to be contractually bound hereby.

- 1. **TERM:** This agreement shall be for a term of  Seasonal  Monthly commencing October 1, 2024 and terminating June 1, 2025 for a total of \$2100.00. 214 PROPERTIES, LLC shall have no obligation to provide and prorate refunds in the event the premises are vacated by Occupant prior to the end of any month for which the rental payment has been paid. This rental agreement shall automatically terminate in the event the Occupant’s default in payment or performance hereunder, subject only to prompt complete cure of any such default. If payments continue after term of lease has expired, this will be considered a month to month lease and all terms will apply.
- 2. **USE OF PREMISES:** Occupants use of the leased space is for purposes of personal storage only. Occupant may not store at the premises any items which would be injurious to the premises, or which would be in any way dangerous to persons or property in or around the premises. No items may be stored at the premises that would violate Owners premises insurance coverages, or cause Owners property insurance rates to increase. No explosives or highly flammable materials may be stored at the premises and the storage of any materials which are defined as toxic or hazardous under any federal, state or local law or ordinance is expressly prohibited with the exception of motor vehicles, recreational vehicles and other items containing fuel tanks. Occupant herewith expressly agrees to indemnify and hold 214 PROPERTIES, LLC harmless from and against any claims arising from any damage caused to another’s property while storing or removing Occupants property.
- 3. **INSURANCE:** 214 PROPERTIES, LLC does not provide insurance coverage for any loss, from any cause, to any personal property owned by Occupant and stored at the premises. If Occupant desires insurance coverage, for Occupants personal property stored at the premises, Occupant must independently obtain such coverage at Occupants expense from Occupants own insurer. 214 PROPERTIES, LLC shall have no liability for any loss or damage to any property of Occupant stored at the premises caused by acts of third parties, by any forces of nature, or otherwise.
- 4. **OTHER:** Occupant agrees 214 PROPERTIES, LLC may move your items at the premises. Occupant shall leave keys with any vehicle.

Occupant’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Occupant’s Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Property: 40-45 Golf Carts

Payment Received: \_\_\_\_\_



**CITY OF GRAND RAPIDS  
POKEGAMA GOLF COURSE**

**ACTUAL 2021-2023 REVENUE, 2024 BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGET**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 8/31/2024	PROPOSED 2025 BUDGET
<b>REVENUE</b>						
<b>CHARGES FOR SERVICES</b>						
Family Passes	60,480	61,560	69,542	68,343	71,572	73,719
Piggy Back	2,576	3,528	5,246	4,566	4,369	4,500
Single Passes	89,946	93,660	94,271	95,060	106,784	109,987
Young Adult Passes	13,611	19,523	18,672	18,672	16,972	17,481
Junior Passes	7,632	10,599	15,015	15,015	14,296	14,725
Multi Play Passes	18,500	20,072	16,593	14,883	9,783	10,076
PCC Golf Fees	4,880	4,288	4,276	2,513	6,130	6,314
18 Hole Green Fees	51,666	71,652	85,908	77,547	89,528	98,481
9 Hole Green Fees	31,937	26,811	17,916	15,213	37,428	41,171
League Play	12,633	49,218	19,530	18,144	13,721	14,133
Twilight	-	7,874	22,425	19,261	25,438	27,982
Weekend 18 Hole	88,998	20,398	14,065	29,344	78,125	93,750
Weekend 9 Hole	27,312	72,809	77,050	67,609	59,907	71,888
WD/WE Spring/Fall Green Fees	62,849	127,371	188,762	222,000	-	-
Lodging Green Fees	1,440	-	-	-	-	40,000
Outing Green Fees	37,312	-	120	120	-	60,000
Pull Cart Rental	446	583	550	510	165	1,500
Simulator Fees	4,767	37,108	37,091	34,388	27,662	36,196
Guest Passes	-	-	-	-	-	-
Junior Range Passes	10,328	14,137	18,318	18,884	19,731	6,200
Family Driving Range Passes	6,417	5,898	7,416	7,416	12,538	-
Small Bucket of Balls	5,209	4,554	5,191	4,560	4,048	5,667
Medium Bucket of Balls	4,414	5,109	5,122	4,531	4,077	10,077
Large Bucket of Balls	11,310	12,408	14,932	13,262	18,845	26,845
Cart Rental-9 Hole	41,373	30,287	47,799	36,779	50,324	51,834
Cart Rental-18 Hole	97,508	63,657	76,091	60,952	106,617	109,816
Personal Cart Rental	3,887	6,163	6,665	6,580	47,351	48,771
Power Cart Rental (Seasonal)	44,880	45,247	42,204	54,379	31,807	32,761
3.35%(2.5%) Credit Card Charges	2,655	3,290	3,445	2,966	2,517	-
<b>TOTAL CHARGES FOR SERVICES</b>	<b>744,966</b>	<b>817,800</b>	<b>914,215</b>	<b>913,498</b>	<b>859,734</b>	<b>1,013,874</b>
<b>MISCELLANEOUS REVENUE</b>						
Tee Sign Sponsorships	-	6,500	2,000	2,000	-	2,000
Pro Shop Rent	5,609	5,697	5,570	6,000	-	6,200
Concessionaire Lease	18,000	16,238	16,633	18,000	10,000	18,000
CAM rent-Concessionaire	7,891	8,179	7,769	5,000	3,518	7,500
Clubhouse Activity Fee	-	-	1,000	1,000	-	2,000
Locker Rent Revenue	374	500	650	600	650	650
Miscellaneous	107	22,584	16,989	19,518	7,114	1,000
Contributions	-	-	100	-	-	-
Investment Income	2,292	3,335	2,642	550	921	900
Net (loss)/gain fair value	-	(11,729)	4,056	-	-	-
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>34,274</b>	<b>51,304</b>	<b>57,409</b>	<b>52,668</b>	<b>22,203</b>	<b>38,250</b>
<b>OTHER FINANCING SOURCES</b>						
Capital Blandin Grant	-	-	-	-	-	-
Extraordinary Item	4,781	-	-	-	-	-
Insurance Recovery	-	-	-	-	-	-
Capital Contributions	115,400	-	7,500	-	-	-
Capital Contributions-Fundraiser	-	-	-	-	-	-
Sale of Capital Assets	-	-	-	-	49,650	12,500
Operating Transfer In	-	-	-	-	-	-
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>120,181</b>	<b>-</b>	<b>7,500</b>	<b>-</b>	<b>49,650</b>	<b>12,500</b>
<b>GRAND TOTAL</b>	<b>\$ 899,421</b>	<b>\$ 869,104</b>	<b>\$ 979,124</b>	<b>\$ 966,166</b>	<b>\$ 931,587</b>	<b>\$ 1,064,624.49</b>

\* Civic Center Pmt for Labor

**CITY OF GRAND RAPIDS  
GOLF COURSE DEPARTMENT  
ACTUAL 2021-2023 EXPENSES, 2024 BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGET**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 8/31/2024	PROPOSED 2025 BUDGET
<b>EXPENSES</b>						
<b>PERSONNEL</b>						
Salary-Fulltime	90,724	147,983	154,373	137,170	122,430	\$ 154,064
Salary-Fulltime/Overtime	-	2,053	1,042	3,000	1,843	3,000
Salary-Parttime	134,951	144,254	167,151	150,010	141,670	167,151
Salary-Parttime/Overtime	5,372	913	218	2,000	408	2,000
Contracted Service	2,000	2,600	2,800	1,800		1,800
PERA	10,947	11,451	12,657	11,523	8,240	12,790
FICA	14,061	17,268	19,102	18,115	15,534	20,225
Medicare	3,288	4,038	4,468	4,237	3,633	4,730
Health Insurance	20,324	40,121	43,148	45,755	33,274	42,790
Life Insurance	26	48	49	52	41	52
Dental Insurance	-	-	-	-		
OPEB	-	-	-	-		
Unemployment	1,705	495	439	1,000	1,476	910
Workers Compensation	2,358	3,240	4,823	4,776	3,144	5,000
<b>TOTAL PERSONNEL</b>	<b>285,756</b>	<b>374,464</b>	<b>410,270</b>	<b>379,438</b>	<b>331,692</b>	<b>414,512</b>
<b>SUPPLIES &amp; MATERIALS</b>						
Office Supplies	1,271	2,058	1,363	2,000	1,640	1,673
Copy Supplies	16	39	44	-	77	25
Printing/Binding	771	149	511	600	687	5,000
Computer Supplies	-	-	395	400		2,500
Assets between \$700-\$2,499	-	3,120	1,203	1,200	4,084	5,000
Inventorial Supplies	8,684	4,091	687	4,200	499	1,000
Operating Supplies	5,283	8,530	8,962	8,500	9,310	9,500
Motor Fuels	12,415	19,845	16,884	20,000	11,223	17,286
Lubricants	269	539	285	550	798	411
Maintenance-Equip/Parts	5,558	7,827	10,694	12,000	3,927	9,020
Uniform/Cltgh/Safety Supplies	22	-	-	-	2,975	7,500
Other Supplies/Materials	-	-	706	800	679	377
Equipment Parts	26,794	24,565	42,849	45,000	11,202	20,000
Turf Rehab	9,814	6,258	8,183	7,500	5,588	7,939
Flowers	3,891	3,222	5,859	6,000	4,070	4,743
Small Tools	293	-	-		635	73
<b>TOTAL SUPPLIES &amp; MATERIALS</b>	<b>75,080</b>	<b>80,243</b>	<b>98,625</b>	<b>108,750</b>	<b>57,393</b>	<b>92,045</b>

**CITY OF GRAND RAPIDS  
GOLF COURSE DEPARTMENT  
ACTUAL 2021-2023 EXPENSES, 2024 BUDGET, YEAR TO DATE, PROPOSED 2025 BUDGET**

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	ACTUAL YTD 8/31/2024	PROPOSED 2025 BUDGET
<b>OTHER CHARGES &amp; SERVICES</b>						
Professional Services	78	-	-		-	-
Auditing/Accounting Services	10,977	11,442	11,589	9,500	2,351	9,375
Legal Services	-	-	-	-	-	-
Exterminator Service	224	-	-	500	839	1,000
Laundry/Linen Service/Uniform	664	494	1,053	1,000	754	803
Janitorial Service	641	1,095	2,343	1,100	641	1,295
Other Contracted Services	58,718	64,821	62,369	58,000	42,699	60,977
Telephone	4,455	4,446	3,061	2,800	1,938	3,690
Postage/Freight	146	148	225	-	-	130
Seminar/Meetings/Schools	165	145	349	500	3,276	290
Auto License	-	19	-	-	21	-
Publishing & Advertising	3,486	2,248	3,516	3,000	1,944	10,000
General Insurance	5,661	8,590	11,214	9,000	8,456	8,488
Electricity	29,214	27,537	27,567	28,000	15,586	28,106
Garbage Removal	2,356	2,726	5,608	3,200	3,798	3,563
Septic/Sewer	13,990	5,033	6,563	5,000	1,250	8,529
Heat-Natural Gas	2,528	2,892	2,189	3,000	1,427	2,536
Maintenance Contract	9,276	13,253	7,531	10,000	9,991	10,020
Building Maint/Repairs	5,721	10,285	8,038	7,000	30,396	8,015
Computer Maintenance	1,424	2,118	1,243	1,000	186	1,595
Golf Simulator Expenses	3,770	25,484	35,910	34,000	25,685	32,000
Irrigation Maint/Supplies	6,757	-	4,129	5,000	3,437	3,629
Genl Equip Maint/Repairs	6,900	11,495	15,387	12,000	3,953	11,261
Fixture/Furniture Maint	206	4,908	2,787	1,500	4,130	14,000
Fertilizer/Chemicals	39,639	39,528	46,466	40,000	36,454	41,878
Tree Maintenance	8,451	-	944	5,000	-	3,131
Course Improvements	-	-	1,019	5,000	2,191	340
Equipment Rental	2,220	-	6,144	-	8,357	2,788
Winter Storage	1,800	1,845	1,890	2,000	2,100	1,845
MC/VISA Bank Charges	18,167	20,075	22,031	20,000	16,634	20,091
Miscellaneous	(6)	(7)	(9)	-	5,000	-
Permits & Dues	633	301	791	-	-	575
Dues & Subscriptions	3,474	7,107	8,172	6,000	11,503	14,000
Property Tax	3,652	3,519	2,881	4,000	2,847	3,351
4th of July Expenses	220	739	435	500	-	465
Clubhouse Loan Repayment	-	-	-	-	-	-
Golf Cart Maint/Repairs	-	537	-	3,000	4,475	5,000
Equipment Loan Repayment	-	-	-	-	-	-
Interest Exp (Equip & Clbhs)	3,391	1,657	1,066	2,000	765	6,951
Bad Debt Expense	-	-	-	-	-	-
Depreciation Expense	112,513	118,022	127,835	117,000	104,067	156,475
Transfer Out-Adm	-	-	-	-	-	-
Loss on Retirement -Fixed Asse	-	-	-	-	-	-
<b>TOTAL OTHER CHRGS &amp; SERV</b>	<b>361,513</b>	<b>392,505</b>	<b>432,336</b>	<b>399,600</b>	<b>357,151</b>	<b>476,192</b>
<b>TOTAL EXPENSES</b>	<b>722,348</b>	<b>847,212</b>	<b>941,231</b>	<b>887,788</b>	<b>746,236</b>	<b>982,749</b>
<b>REVENUE/(EXPENSES)</b>	<b>\$ 177,073</b>	<b>\$ 21,891</b>	<b>\$ 37,893</b>	<b>\$ 43,799</b>	<b>\$ 185,351</b>	<b>\$ 81,876</b>