

# THE CITY OF



# OWATONNA

540 West Hills Circle  
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DATE: March 11, 2021  
TO: Mayor and City Council, City Administrator  
FROM: Eric Anderson, Recreation Manager  
SUBJECT: Tennis Pro Independent Contract

**Purpose:**

Council to approve a new Tennis Pro contract with Matt Hokanson to be effective April 1, 2021 through June 31, 2022.

**Background:**

The former Tennis Pro contractor left in May 2020 to pursue a graduate program. Due to the Tennis Pro leaving and the COVID pandemic, there has been no tennis pro or tennis programming occurring since March 2020. Through the partnership of the Owatonna Tennis Association and the City, an extensive recruitment and interview process took place over a 4 month period to find a replacement, with Matt Hokanson being the selection. Matt is a Minnesota native from Bemidji. He played Division I tennis at North Dakota state, has been a #1 ranked player in USTA Tennis Tournaments in singles and doubles, and has been actively teaching or coaching tennis over the past 8 years. Matt will be completing his Professional Tennis Registry (PTR) certification at the end of March 2021.

The future objective is to transition the Tennis Pro contractor to a Tennis Director contractor who will become responsible for the majority of expenses and revenues associated with the tennis operation.

**Budget Impact:**

The contractor will be paid a \$2500 month 'services rendered' fee. The contractor and city will each receive a percent of the tennis related revenues. The contractor compensation is as follows: programs, lessons and tournaments/events (65%); court fees (25%); memberships (20%); guest pass fees (20%); group rental fees (20%).

**Staff Recommendation:**

Staff recommends approval of this contract.













whatsoever kind which may in any way be suffered by the 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 of thing done or suffered or omitted to be done under the authority or supposed authority of such grant. The Contractor's indemnification obligation shall also apply to the Contractor's subcontractors, or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable.


6. **Subrogation.** In accordance with the subrogation provisions of the standard property insurance contract, it is hereby understood and agreed by and between the undersigned parties that they do jointly and separately waive any or all right of recovery against the other insured loss occurring to the real property owned by City and personal property owned by Contractor all while located at the indoor tennis facility.
7. **Force Majeure.** Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that Party's performance is prevented by reason of force majeure. "Force majeure" includes war, an act of terrorism, a pandemic or epidemic, fire, earthquake, flood or other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent. The City retains the right to cancel the tennis program at any time for reasons related to COVID-19 without liability to Contractor except for fees owed.
8. **Cancellation.** This agreement shall be subject to cancellation by the City in the event of the happening of any one or more of the following:
  - a. In the event the Contractor is adjudicated bankrupt, is in relationship, has made an assignment for the benefit of his creditors, or because Contractor's financial condition is unable to continue successful operations.
  - b. Failure of the Contractor to perform, keep, and observe any of the conditions of the contract, and the failure of the Contractor to correct the default or breach within the times specified by the Recreation Manager.
  - c. Upon mutual consent of the city and contractor.
9. **Termination.** Upon termination of this agreement because of expiration of the term or upon termination for any other reason, the Contractor shall remove all personal property belonging to the Contractor and shall leave the premises in the condition in which they were received. In the event said personal property are not removed within thirty (30) days from expiration of this agreement or its termination for any other reason, the Contractor shall be deemed to have had abandoned the same to the City.
10. **Personal Property.** The City shall not be liable for any damage to persons or properties in the space assigned to the Contractor. The Contractor agrees that all personal property upon such premises shall be kept at the risk of the Contractor only and the City shall not be liable for any damages thereto or loss or theft thereof.



11. **Renewal.** Negotiations for a new contract will begin at least 4 months prior to the completion of the current term of agreement, with agreement of a new contract or termination finalized on or before 1 month prior to the complete of the current term of agreement.
12. **Term.** The term of this agreement is April 1, 2021 to June 30, 2022.

IN WITNESS THEREOF, the parties have hereunto set their hands the day and year first above written.

Contractor

By:   
Matthew Hokanson, Contractor

City of Owatonna

By: \_\_\_\_\_  
Tom Kuntz, Mayor

and

By: \_\_\_\_\_  
Kris Busse, City Administrator