

TENNIS COMMISSION MEETING AGENDA
THURSDAY, APRIL 20, 2023
ADAMS TENNIS COMPLEX
10:00 A.M.

New Business

- I. Consider Tennis Commission Minutes of March 23, 2023
- II. ATC Programs and Events
- III. Consider Contract Pro Policy
- IV. Beer Sales Update
- V. Projects Update
- VI. Outdoor Court Super Grid
- VII. 2023 Spring Fling

Other Business

TENNIS COMMISSION MEETING MINUTES
MARCH 23, 2023 – 10:00 A.M.
ADAMS TENNIS COMPLEX

Commission Members Present: Mr. Dee Jernigan, Chair
Dr. Gloria Bonner, Mr. Rick LaLance,
Mr. Newton Molloy, Mr. Chris Massaro,
Ms. Mary Elam Polk, Mr. Robert White, and
Mr. Shawn Wright (City Council)

City Staff Present: Mr. Nate Williams, Parks & Recreation Director
Mr. Thomas Laird, Asst. Parks & Rec. Director
Mr. Eric Quiroz, ATC Superintendent
Ms. Angela Jackson, Exec. Dir. of Comm. Services
Ms. Katie Driver, Staff Attorney
Ms. Mitzi Hughes and Ms. Cayce Neal

After the meeting was called to order, Mr. Jernigan asked Mr. Eric Quiroz, Superintendent of Adams Tennis Complex (ATC), to cover his first item on the agenda.

Mr. Quiroz informed everyone that the rental rates for the tennis ball machines at the ATC are currently \$2.00 per member, not including tax (plus a \$12.00 court fee if rental is made more than 24 hours out), and \$12.00 per nonmember, not including tax, with a \$15.00 guest fee and \$15.00 per hour fee. Staff has learned that taxes need to be added to the fees. Mr. Quiroz also mentioned that just one ATC ball machine is currently rentable out of three. In order to upgrade the other two machines with Blue Tooth capabilities and programmable patterns and get all three machines to top working standards, it would cost around \$5,000. He added that brand new ball machines could cost anywhere from \$5,000-\$10,000 each.

Due to the costs involved with upgrading and providing proper maintenance to the existing ball machines, plus adding the required taxes to the fees, staff proposed ball machine rental fees as follows: for members, increase from \$2.00 to \$5.50 (including tax), and for nonmembers, increase from \$12.00 to \$22.00 (including tax) plus a \$15 guest fee and a \$15 per hour court fee. Mr. Newton Molloy asked what the revenues were for member ball machine rentals versus nonmember ball machine rentals. Mr. Quiroz said that revenues from members for the last year totaled \$2,860, but he only knew of about 30 nonmembers renting the machines in that time span. Mr. Molloy said most nonmembers were not going to pay \$52.00 to use the ball machine (which would include the \$22.00 rental fee, \$15.00 guest fee, and \$15.00 court fee). Ms. Mary Elam Polk agreed and thought the proposed nonmember fee was exorbitant.

Mr. Rick LaLance asked the age of the machines and if the one that works properly is the newest one. Mr. Molloy said that two of the machines had been at the ATC since its inception. Mr. Quiroz did not know which of the three machines was the newest one. Mr. Chris Massaro asked what the comparative fees were for ball machine rentals at other similar-type tennis facilities. Mr. Quiroz said the industry standard is about \$20.00. Mr. Massaro stated that dealing with 50 cents in the fees would be troublesome.

Mr. LaLance made a motion to increase the ball machine rental fees for members from \$2.00 to \$5.00, including taxes (plus any applicable court fees), and to raise the nonmember fees from \$12.00-\$15.00, including taxes (plus the already set guest and court fees required). Mr. Robert White seconded the motion. Motion passed by unanimous vote.

Mr. Quiroz next informed everyone that the current guest fee for all nonmembers at the ATC is \$15.00. He and the ATC staff propose to reduce the guest fee for participants 6-18 years old (juniors) from \$15.00 to \$5.00 so that they can more affordably participate in bump, junior mixers, and match play, and, in turn, hopefully become members at some point. There is no guest fee for youth 5 and under. The guest fee reduction is expected to increase guest visits with members and provide more value to the ATC membership.

Mr. Molloy and Mr. LaLance both asked that staff not displace any established adult tennis groups when scheduling new youth activities. Mr. Quiroz said that staff is careful to steer around current block times each block season. If a conflict comes up, staff will work quickly to remedy the situation. Mr. Molloy also asked if some of the youth activities could be held outside when weather permits. Mr. Quiroz said they certainly could be. Mr. LaLance made a motion to approve the reduced guest fee of \$5.00 for junior participants. Mr. Molloy seconded, and motion passed by unanimous vote.

Another item presented by Mr. Quiroz was for the Tennis Commission to allow USTA to host Rally Cats at the ATC, which is expected to increase the programming/activities at the facility for beginner youth, ages 4 to 10. The group strives to teach tennis in a fun and stress-free environment and would provide equipment as well. USTA would reimburse the ATC for each program participant. Classes are expected to be held on Saturdays and/or at other times available as demand may dictate. Mr. LaLance recommended that staff be vigilant in not adding more programming than the facility can accommodate. Mr. Molloy mentioned that Rally Cats should also be held outside when possible. He then made a motion to approve accepting the Rally Cats program at the ATC. Dr. Gloria Bonner seconded, and motion passed by unanimous vote.

Mr. Nate Williams informed the Tennis Commission that the ATC staff has been approached many times by ATC users who are interested in having beer sold in the pro shop. He added that beer sales would just be for special occasions (like for adult mixers and some tournaments), but not during any youth programming or during times MTSU might be selling alcohol for their own tournaments or functions. Mr. Williams said staff would like to know what the Tennis Commission thought of the request for beer sales, and if agreeable to the sales, staff will research the matter and come back to the commission with more information and to get their input for implementing beer sales at the ATC. Mr. Massaro said it seemed logical since there are beer sales at the City Golf Course. Mr. Molloy said he thought most tennis facility participants usually liked water or Gatorade-type drinks, and he asked if other tennis facilities sold beer. Mr. Thomas Laird said that selling beer at tennis facilities is an industry-standard. Mr. LaLance thought that more research by staff would be worthwhile due to beer sale requests by ATC patrons. Mr. Jernigan asked if there was a consensus for staff to do more research on the issue of beer sales. The commission agreed. Mr. Williams said staff would present a plan at an upcoming meeting regarding possible beer sales in the pro shop.

Possible structures for the Head Tennis Pro and the Contract Pro positions for the ATC was next discussed. Mr. Williams said that the Head Pro position is proposed in the FY24 Parks and Recreation budget, but Council will not vote on the budget until sometime in June. Since the salary is not set, Mr. Williams did not want to talk about incentives or any other specifics today. He mentioned that staff would like to have the Head Pro teach lessons, run programs, and assist with tennis events. The person would be a salaried employee who would have to be committed to the programming at the ATC. Mr. Quiroz explained that staff would also like for the contract pros to help with junior and adult lessons and various programming, in addition to giving private lessons. The number of hours they would be expected to assist with ATC programming would be indicated in their contracts. Additionally, staff thinks it would be best for contract pros to set and collect their own fees for their private lessons, without having to pay a percentage of the fees to the City like in the past. The idea is for contract pros to only pay for their lesson court times and then build their business on their own as they prefer, outside the hours they are supposed to help with ATC programming.

Mr. Robert White asked what the current staffing structure was. Mr. Quiroz said that he was the ATC Superintendent and that he supervised the following full-time staff: a Facility Coordinator, Assistant Facility Coordinator, Program Coordinator, Front Desk person, and two Custodians, as well as part-time Assistant Facility Attendants. Mr. White asked if the Head Pro would be under Mr. Quiroz. Mr. Williams explained that the placement of the Head Pro and contract pros in the future staffing structure had not yet been determined. Mr. Molloy asked why a Director of Tennis could not be hired like the Golf Course has a Director of Golf. Mr. Williams said that a director was not needed for the facility, just a Head Pro and contract pros. Mr. Laird added that successful tennis facilities which staff has visited had a Facility Manager (similar to Mr. Quiroz's position) and a Head Pro to focus on player development.

Mr. LaLance and Mr. Massaro both indicated that the Head Pro should be in charge of all tennis matters. Mr. Massaro added that the chain of command will be important, and Mr. LaLance mentioned that the right structure should help to attract the right applicants to the pro positions. He also said input from the tennis community could be beneficial in helping staff find the right pros for the ATC.

Mr. Massaro asked if court rentals would be charged for outside court lessons. Mr. Quiroz said that needed to be discussed as well as charging guest fees to nonmembers who take private lessons. Mr. Jernigan said staff needed to consider those issues, and he thought nonresident fees should also be discussed at some point.

Mr. Williams announced that the next Tennis Commission meeting was scheduled for Thursday, April 20, 2023, at 10:00 a.m. at the ATC. Mr. Jernigan asked the guests at the meeting if they would prefer the meetings be moved to City Hall for more seating and better acoustics, but the group consensus was to keep the meetings at the ATC. One guest at the meeting asked if the meetings could be held at night. Mr. Jernigan said that it seems more people have conflicts in the evenings, including the individuals appointed to the commission, and that most City board meetings are during the day.

Ms. Julie Wishing asked what the difference is with the tennis group being called a commission instead of a committee. Mr. Jernigan said he believes the commission is a little more formal

than the committee had been when first appointed upon the opening of the ATC and that City Council gets the final decision on major issues for all City boards anyway.

Mr. Newton Molloy stated that he would like to see how the fees are generated at the ATC, and he suggested conducting surveys to ATC members and nonmembers to see what their demands and concerns are for the facility.

Mr. Williams announced that an RFQ (Request for Qualifications) was about to be advertised for the design to redo the eight outdoor tennis courts and ball field at Old Fort Park. Mr. Molloy recommended naming a ball field somewhere in the park system after Mr. Ray Duffy (a former Parks and Recreation Director for the City of Murfreesboro).

Being no more business or discussion, Mr. Jernigan stated that the meeting was adjourned.

Meeting adjourned: 10:59 a.m.

Minutes approved:

D. Edwin Jernigan, Jr.
Tennis Commission Chair

Thomas Laird
MPRD Assistant Director

MURFREESBORO PARKS AND RECREATION DEPARTMENT
DRAFT – Tennis Pro Policy
Effective July 1, 2023

1. Scope of Services – Tennis Pro:

- a. Tennis Pro shall teach tennis through a variety of tennis program related activities and functions for youth and adults including, but not limited to: private and semi-private lessons, camps, mixers, socials, cardio tennis, fun and fitness, round robins, bump, and outreach efforts with community partners.
- b. Tennis Pro may help produce publicity, flyers, etc. for the Adams Tennis Complex (ATC). All informational items must have prior approval from the Director of the Murfreesboro Parks and Recreation Department or designee.
- c. The Tennis Pro shall pay [REDACTED] for each private or semi-private lesson on an indoor or outdoor tennis court. Should the Tennis Pro agree to teach [REDACTED] hours per week of Adams Tennis Complex sanctioned tennis programs including but not limited to fun, fitness, weekend, and special event classes (to be assigned by facility program or management staff), their fee for each private or semi-private lessons will be [REDACTED] for each private or semi-private lesson on an indoor or outdoor tennis court.
 - i. Tennis Pros who agree to teach Adams Tennis Complex sanctioned tennis programs specified in 1.c. shall receive [REDACTED]% of the Tennis Pro's hourly private lesson rate for each hour the Tennis Pro facilitates an assigned tennis program including mixers, socials, cardio tennis, fun and fitness classes, adult and junior lessons, outreach efforts, and all other tennis related programs. All payments shall be made on a monthly basis for funds received during the preceding month.
 - ii. Tennis Pros who agree to teach Adams Tennis Complex sanctioned tennis programs specified in 1.c. are expected to teach [REDACTED] hours per week over [REDACTED] weeks throughout the Murfreesboro Parks and Recreation Department's fiscal year (July 1 – June 30). Requests for exceptions must be made in writing to the Murfreesboro Parks and Recreation Department Director.
- d. All Tennis Pros shall receive compensation at a rate of [REDACTED] \$ / hour for staff meetings and trainings that will not exceed more one hour per week.
- e. It will be the Tennis Pro's responsibility to provide the City with a name for each Client, in order to determine the Client's membership status or if a non-resident fee needs be collected. If applicable, the Tennis Pro shall be responsible for paying the non-member fee or non-resident fee at the time of the lesson.
- f. Tennis Pro cannot run their own programs outside of the approved private and semi-private lessons provided pursuant to the Tennis Pro Agreement. All programming must go through the Superintendent and will be administered through the City of Murfreesboro and its community partners.

- g. Tennis Pro cannot create their own junior or adult program outside of the approved lesson schedule and can hold no more than one tennis court per lesson with a maximum of 8 students per court.
- h. Tennis Pro shall indemnify and hold harmless the City, its officers, agents, and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Tennis Pro, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
 - ii. Any claims, damages, costs and attorney fees arising from any failure of Tennis Pro, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

Tennis Pro shall pay City any expenses incurred as a result of Tennis Pro's failure to fulfill any obligation in a professional and timely manner under the Tennis Pro Agreement.

- i. Tennis Pro must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Such insurance shall name the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured for the duration of the Tennis Pro Agreement. Proof of such insurance shall be provided to the City by a certificate of insurance and a copy of the policy's additional insured endorsement. User must notify City if the insurance policy is renewed, canceled, or altered in any manner and provide written documentation of such alteration.
- j. Tennis Pro shall provide the City a completed Volunteer Background Check form. It is the Murfreesboro Parks and Recreation Department's policy that all employees/volunteers working with children in their program are subject to background checks at a minimum to the extent set forth in MPRD's Youth Athletic League Background Check Policy.
- k. Tennis Pro shall follow the rules and regulations of the City of Murfreesboro and the Murfreesboro Parks and Recreation Department.
- l. Tennis Pro shall be responsible for leaving the facility clean and orderly.
- m. Any request for use of any MPRD facility outside the Tennis Pro Agreement must follow MPRD standard rental policy. This requirement shall include any extra classes or demonstrations.
- n. Tennis Pro shall report any unsafe conditions immediately to the appropriate staff at Murfreesboro Parks and Recreation Department and understand that use may be canceled or delayed until such condition is corrected.
- o. Tennis Pro may not schedule private or semi private lessons, when the City has reserved the courts for various tournaments and activities ("Event(s)"). The City will notify Tennis Pro through personal email and other media outlets. (e.g.,

MPRD website, ATC Calendar, the ATC Facebook page,) of dates at least two weeks prior to any Event(s).

- p. Tennis Pro must notify the Superintendent of Adams Tennis Complex at least twenty-four (24) hours in advance prior to any cancellation and/or rescheduling of classes or pay the current or updated fee associated with the late cancellation or no show.
- q. Tennis Pro must adhere to City's Court Cancellation policy. Fee waivers must be requested in writing to the Superintendent for the Adams Tennis Complex. Waivers will be given on an individual basis.
- r. Tennis Pro may donate their services up to three times per year and court fees will be waived upon prior approval by the Superintendent of the Adams Tennis Complex. Approval will be contingent on court availability. Additional requests must be submitted in writing and will be considered by the Superintendent of the Adams Tennis Complex.
- s. Tennis Pros are prohibited from the selling of goods or services that are not specifically outlined in the Tennis Pro Agreement or the solicitation of any goods or services that do not benefit ATC or its partners and must be approved by the Superintendent of Adams Tennis Complex. Tennis Pro cannot promote any outside services or recruit clients for the purposes of personal gain regarding tennis lessons or excursions such as trips or camps outside of Adams Tennis Complex and the Tennis Pro Agreement.
- t. It is the responsibility of each teaching Tennis Pro to assist the Adams Tennis Complex in informing all their clients of the facility rules, regulations, and policies.
- u. Tennis Pro will start and end lessons on time and make sure that the court is clear of balls and teaching equipment at end of each lesson.

2. Scope of Services - City:

- a. The City shall provide a site for Tennis Pro to conduct semi and private lessons at the Adams Tennis Complex and Old Fort Park Tennis Facility.
- b. City shall provide a staff member to open and close the facility.
- c. City may enter into other agreements for provision of similar services at any time.
- d. City shall give Tennis Pro notice when facility maintenance/cleaning is required.
- e. City shall allow the Tennis Pro's the use of the facility (ATC) stringing machine for personal racquet stringing only. (Pro must provide own string). If a Teaching Pro strings a member or non-member racquet all facility fees apply and will be payable to the Adams Tennis Complex. The Tennis Pro will be compensated 70% of the charged stringing labor fee per racquet; the City shall retain the other 30%. All

payments to Tennis pro shall be made on a monthly basis for funds received during the preceding month.

- f. City shall waive non-member fees for personal court time and ball machine usage for themselves and household members. Family members do not have to pay for group junior lessons or group adult lessons but must wait one week after registration begins before they can enroll to allow the public first access.

3. General Terms and Conditions:

- a. Tennis Pro warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant in connection with work contemplated or performed relative to this Agreement.
- b. Tennis Pro shall not subscribe to any practice or policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- c. If Tennis Pro fails to fulfill in timely and proper manner its obligations under this Agreement, or if Tennis Pro shall violate any of the terms of this Agreement, the City shall have the right to immediately terminate the Agreement.
- d. Tennis Pro shall not assign or enter into sub-contracts for any of the programs or training covered by the Tennis Pro Agreement without obtaining the prior written approval of the City.
- e. Tennis Pro acknowledges that the City has hired a full-time Superintendent for the Adams Tennis Complex to oversee all lessons, camps and clinics taught at City of Murfreesboro Tennis facilities. Tennis Pro further acknowledges that this agreement is subject to the approval of the Superintendent for the Adams Tennis Complex.