

**MANAGEMENT AGREEMENT BETWEEN
CITY OF LINCOLN AND SCOTT CARLSON
FOR HOLMES GOLF COURSE AND CLUBHOUSE**

1. **INTRODUCTION.** This Agreement is between the City of Lincoln, Nebraska on behalf of Lincoln Parks and Recreation Department (“City”) and Scott Carlson, PGA Professional (“Manager”) for management services related to the Holmes Golf Course Clubhouse as outlined below. City is the owner of Holmes Golf Course (“Course”) located at 3701 S. 70th Street, Lincoln, Nebraska and operates a municipal golf course and clubhouse thereon for the benefit of the public. Manager is a Class "A" PGA Professional who shall serve as golf professional for the business operation of the Lincoln City Golf Program at the Course and is qualified to perform these services. A new clubhouse was constructed on the Course (“Clubhouse”), which construction was authorized by Executive Order No. 85291 on August 17, 2012. The Clubhouse is being primarily funded by a lease purchase agreement authorized by Ordinance No. 19636; the stated termination date of said agreement is September 15, 2021.

2. **INTENT.** City owns and holds the Course and Clubhouse for the benefit of the public. The Course and Clubhouse are significant assets and integral parts of the City's efforts to provide opportunities for golf and recreation to the public for the betterment of the community. Manager has extensive skill, expertise, and experience in management services, marketing, banquet facility services, administration services and procurement. City desires to engage Manager to manage and operate the Course and Clubhouse, and Manager desires to accept such engagement on the terms and conditions set forth in this Agreement.

3. **TERM.** City grants to Manager the exclusive privilege of operating all food and beverage services, merchandising, and rendering professional golf services at the Course and enters into this management agreement for business operation of the Clubhouse for the period of time commencing February 1, 2018, up to and including January 31, 2022, in accordance with the terms and conditions hereinafter set forth.

4. **GENERAL SERVICES.** Manager and City enter this Agreement for Manager to serve as the Golf Professional and manager of the Course and Clubhouse. Manager shall make professional golf services and food and beverage services and golf-related merchandise available to the patrons of the Course and Clubhouse at all reasonable times as determined by the Director of the Parks and Recreation Department. Said services shall include, but not be limited to, the following: operation of the food and beverage service including the sale of soft drinks and alcoholic beverages, Clubhouse management, public relations, teaching, coaching, promotion of golf play, leagues, recruitment and management of tournaments, rental of pull carts, rental of riding carts, sales and rental of golf related merchandise and equipment from the pro shop, scheduling of rentals, banquets and special events at the Clubhouse, operation of the driving range, and coordination of the golf course marshalling program.

Manager shall hire an independent bookkeeper, with the expense of bookkeeping services to be reimbursed by the City. Manager, with assistance of the independent bookkeeper, shall be responsible for maintaining and providing accurate records and related requests for reimbursement of expenses in an approved format including purchase of materials and supplies, and clubhouse staffing. Manager will also provide operation of the point of sale system (POS) including entering inventory into the POS upon receipt, conducting monthly

inventories of food, beverage and merchandise in cooperation with the City, and assisting with development and implementation of the annual marketing program.

5. COMPENSATION. In exchange for the management and services provided by Manager under Policy and Procedures Manual and this Agreement, including paragraph 4 above, City shall pay to the Manager as provided in this paragraph. Except as otherwise described in this paragraph, Manager shall not be entitled to, or permitted to receive, any compensation or other amounts derived from services rendered or other operations with respect to the Course or the Clubhouse.

- a. City shall pay to the Manager a fixed monthly fee of Five Thousand Five Hundred Fifty and no/100 Dollars (\$5,550.00) (the "Fixed Fee") paid monthly to Manager from the net revenue from the sale of alcoholic beverages. In the event the net revenue from the sale of alcoholic beverages for a particular month does not meet or exceed the Fixed Fee, City shall pay the remainder of the Fixed Fee to Manager out of revenue from other Operating Revenues. The monthly fee will be increased by 1.5% annually on February 1 beginning on February 1, 2019.
- b. Manager and his assistant golf professional may offer individual lessons and retain revenues generated from these lessons.
- c. The Manager and the City acknowledge desire to increase use of the banquet and event space in the clubhouse to increase overall revenues. As in incentive to encourage promotion of additional banquets and special events, the Manager shall be paid to a booking fee of \$50.00 per event scheduled.
- d. The Manager will receive an additional payment of 1.5% of the annual fixed fee, calculated as the total of the prior 12 months of monthly fees, on February 1 of each year if annual performance goals for financial performance of clubhouse net revenues, number of events scheduled at the golf course, and number of rounds of golf have been achieved.

6. SUPERVISION BY MANAGER. Manager shall supervise all activities, duties and services within the Clubhouse, Course and areas adjacent thereto that may be included in this Agreement. Manager shall oversee the starting of all golf patrons, monitor the Course at all times, and monitor play time on days of heavy play. Manager shall coordinate the golf course marshalling program including recruiting, training and overseeing volunteer marshals. Manager or staff shall remain on duty during events, including facility rentals, for food and beverage sales, facility supervision, and securing of the building at the close of all events. Minimum operation time shall be determined by City and shall recognize the time of year and playing conditions. Manager shall provide a staffing plan by March 1 of each year of this Agreement. Manager shall also provide a projected budget including estimated revenues and expenses on a monthly basis, including staffing costs, cost of procuring food and beverage items, cost of procuring merchandise, cost of building cleaning supplies, cost of office supplies, cost of permits, insurance and other business related expenses by March 1 of each year of this Agreement. The staffing plan and projected budget will be used in establishing annual performance goals referenced in Section 4.d. above.

Manager shall procure food and beverage items, clubhouse merchandise and janitorial and sanitation supplies through established City contracts. City will provide to Manager listings of products available for purchase through these contracted vendors. Manager will document receipt of products on delivery tickets and provide them to the City for use in verification of purchases in processing invoices from the contracted vendors. All other materials, supplies, and assistance required in the operation of the food and beverage service shall be procured by Manager, and Manager will be reimbursed by City upon submittal of monthly pay requests in an approved format. Manager shall conduct and operate the food and beverage service strictly in accordance with all the ordinances of the City and laws of the State of Nebraska now and hereafter in effect during the terms of this Agreement and in a manner wholly acceptable to the City.

7. GOLF BUSINESS OPERATIONS PERSONNEL. Manager shall hire, train, schedule and supervise the needed personnel to conduct the business and carry out the operations associated with the Clubhouse and related services including custodial maintenance. As stated in Section 4. above, Manager shall hire a bookkeeper to assist in assuring that reimbursed requests are submitted in a timely, well organized, and appropriately documented manner. Manager shall have a written training manual and policies and procedures manual available for review by City. Manager shall also orient staff to the Lincoln City Golf policies and procedures manual. Any repeated issues that Manager may have with personnel, such as behavior issues or failure by personnel to follow policies and procedures, may in City's discretion be grounds for termination as provided herein.

8. FOOD AND BEVERAGE SERVICE OPERATION. All materials, supplies, and assistance required in the operation of the food and beverage service shall be procured by Manager, and Manager will be reimbursed by City upon submittal of monthly pay requests in an approved format. Manager shall conduct and operate the food and beverage service strictly in accordance with all the ordinances of the City and laws of the State of Nebraska now and hereafter in effect during the terms of this Agreement and in a manner wholly acceptable to the City. City will hold the liquor license for the Holmes Golf Course and clubhouse facility. Manager shall secure and maintain a current liquor manager license and obey all laws and rules set forth by the State Liquor Control Commission. Manager shall keep all food and beverage service areas open seven (7) days of the week during such hours, meetings, or special events as the City's Director of Parks and Recreation Department shall determine. Manager shall regularly offer beverage cart service on the golf course during periods of heavy use, including league and tournament play.

9. MAINTENANCE. Manager shall keep the Clubhouse in a clean and sanitary condition at all times. This shall include the food preparation area, restrooms, lounge, pro shop, office, mechanical areas and general interior and immediate exterior maintenance. All papers, rubbish, broken and empty bottles, garbage, and other trash accumulating in the operation of the clubhouse shall be picked up by Manager or his designee and placed in suitable containers. Manager shall keep food and beverage service premises in a neat, clean, orderly, and sanitary condition at all times in conformance with the standards required by the Lincoln-Lancaster County and State Departments of Health. City shall provide refuse and recycling containers and be responsible for refuse and recycling services. City shall also be responsible for maintenance of mechanical and electrical systems and building infrastructure.

10. GOLF CARTS. Manager shall keep all city golf carts in a clean and safe working condition at all times. This shall include washing and removal of trash after each round, filling ball and club washers when needed, examining each cart for damage after each round, staging golf carts in the morning and securing in the evenings. An annual visual audit shall be completed by a representative of the City and the Manager upon execution of this Agreement, and prior to termination of this Agreement. Every effort should be realized by the Manager and all staff members to reduce cart damage. Any damage that is documented shall be pursued by the Manager. If the Manager is unable to collect from the responsible third party, the City shall be notified and may assist with this collection. Proper cart incident forms shall be forwarded to the Director of the Parks and Recreation Department along with all reasonable effort to collect from responsible party within twenty (20) days of notice of the damage. Any damage that is not documented with the approved forms shall be determined to be the responsibility of the Manager. Any golf cart damage that is documented and cannot be collected shall be shared by the City and the Manager on a percentage basis of 66% City and 34% Manager, unless otherwise agreed in writing.

11. REVENUES AND MONEY COLLECTION. Manager will be responsible for the collection of all Operating Revenues generated by the Clubhouse, which shall be deposited in the Holmes Golf Operating Fund. Operative Revenues shall mean any and all revenues of every kind or nature, derived from Manager's operating, managing, and promoting of the use of the Clubhouse, including, but not limited to: (a) Rental income for Clubhouse, (b) Merchandise sales, (c) Advertising sales, (d) Utility revenues, (e) Tournament and event revenues, (f) Food and Beverage service, (g) Miscellaneous operating revenues (*e.g.*, cart rentals, driving range, golf lessons), and (h) Interest revenues, and (i) Sale of alcoholic beverages.

Manager agrees to collect greens fees and to issue greens fees tickets/tapes/cash register receipts, motorized golf cart rental fees, other Course-related fees (*e.g.*, driving range, golf lessons), memberships, capital improvement fees, surcharges, league fees, and sales tax and other taxes and fees. Manager shall collect all money, keep records of all such transactions, and properly account for and remit to City documentation of the transactions, including but not limited to any proceeds that are not a part of the Manager's compensation in paragraph 5 herein. Manager shall complete a daily sales report, which shall be balanced to match all rounds played, all golf cart rentals, other charges and fees, and all sales and rentals made. All funds for transactions shall be remitted weekly without delay as specified by the Finance Director of the City during the months of March through November. Deposits with supporting documentation may be made on a monthly basis in December, January and February. Manager shall submit bi-weekly reports on approved forms in order to be reimbursed for the expenses for the previous two weeks if the Course is open for play. Manager and staff shall follow all guidelines outlined within the City's Golf Policy and Procedures Manual.

Manager shall be reimbursed by City on a bi-weekly basis from the Holmes Golf Operating Fund for expenses and inventory purchased upon City's receipt and approval of invoices, cancelled checks, and proof of payment for such items necessary for the regular operation of the Course and Clubhouse. Revenues collected by Manager and deposited in the Holmes Golf Operating Fund will be held in trust for the City. The Holmes Golf Operating Fund shall be a separate account established by City in the City of Lincoln, Nebraska, separate and apart from any other commercial bank accounts which Manager may have, which shall be used

exclusively for all receipts and reimbursements for Operating Expenses. Operating Expenses shall mean all expenses and expenditures of whatever kind or nature incurred by Manager in providing services, including, but not limited to: employee compensation, employee benefits and related costs, fringe benefits, the costs of food, alcoholic beverages, and non-alcoholic beverages, supplies, material and parts costs, costs of any interns and independent contractors, janitorial, amounts expended to procure and maintain its and licenses, charges, taxes, excises and fees, professional fees, printing and stationery costs, postage and freight costs, insurance, repairs and maintenance costs, security expenses, utility and telephone charges, safety and medical expenses the cost of compliance with laws and regulations; provided that Operating Expenses shall not include expenses or expenditures in connection with operation of any other Courses or businesses of Manager. Manager shall inquire about any questionable expenses not included herein with the Parks and Recreation Director or his delegate prior to expenditure to ensure reimbursement shall be approved.

The Manager shall establish and maintain a separate business account associated with execution of duties and responsibilities of this Agreement. Manager shall submit cancelled checks or other approved forms of documentation of payment of invoices and expenses. Alternatively, the Manager may grant to the City “read-only” access to the business account for management of the Holmes Golf Clubhouse for verification of payment of expenses. Manager shall not use this business account for personal expenses or any other business activities, and there shall be no intermingling of personal funds in the account. Prior to execution of this Agreement, Manager shall provide written documentation of a line of credit from his financial institution sufficient to cover two months of projected expenses.

12. PAYMENT OF TAXES. Manager understands and acknowledges that: (a) although the City is exempt from Sales and Use Tax liability upon its purchase of goods and services pursuant to Neb. Rev. Stat. § 77-2704.15, such purchases must be paid directly by the City in order to be tax exempt; (b) direct purchases by the City must be in the form of a warrant or check from the City, or funds electronically transferred to the vendor from the City along with a completed Nebraska Resale and Exempt Sale Certificate, Form 13; and (c) payment made with charge cards or personal checks of Manager are not considered by the Nebraska Department of Revenue to be paid directly by the City, even if the City will be reimbursing Manager for the expenses incurred. Therefore, Manager agrees that, if Manager procures any goods and services subject to Nebraska Sales and Use Tax with Manager’s own funds rather than having said goods and services purchased directly by the City, Manager is responsible for and will pay sale and use tax liability owed on said purchases. Manager further agrees that any sales and use tax paid on said purchases are not reimbursable as a Reimbursable Operating Expenses under this Agreement. If Manager purchases goods, such as food, beverages, and/or merchandise as tax exempt items for resale to customers at the Course or Clubhouse, under Manager’s Nebraska Sales Tax Permit, all revenues generated from such sales shall be deposited in the Holmes Golf Operating Fund as provided herein. Manager shall pay all applicable sales taxes, occupation taxes, or other taxes and fees for sale of food, beverages, merchandise and driving range fees from amounts collected and remitted by the Manager. City shall pay all applicable sales taxes, occupation taxes, or other taxes and fees for greens fees, memberships, cart rental fees and equipment rental fees from amounts collected and remitted by the Manager. The bookkeeper shall assist with ensuring tax filings and payments for taxes are made in a timely manner. Manager shall indemnify, defend, and hold harmless City for any

taxes or fees derived from the Course and the Clubhouse not collected or remitted by the Manager for which the City is otherwise liable.

13. **GIFT POLICY.** Although Manager is not a City employee, due to the financial relationship with the Holmes Golf Operating Fund and the Clubhouse financing, Manager agrees to comply with the provisions of the City Employees Gift Policy adopted as Administrative Regulation 33 by Executive Order 84458 on October 10, 2011, including the exception for any separate gifts with a value not to exceed Fifty Dollars (\$50.00). Manager shall require personnel comply with the Gift Policy as well.

14. **GOLF COMMITTEE; ANNUAL PLAN.** Manager will participate in regular and special meetings of the Lincoln Municipal Golf Committee. Manager will also participate in preparation of the annual plan for the Lincoln City Golf program, and will assist with implementation of the plan including marketing and promotion. Manager, and on-site manager if this position is established, will participate in bi-weekly golf business coordination meetings.

15. **IMPROVEMENTS.** Manager shall not remodel the Clubhouse or install any permanent fixtures or additions to the Clubhouse without first obtaining the written approval of the City. All improvements shall become the property of the City upon termination of this Agreement unless the parties hereto agree otherwise in writing.

16. **ADVERTISING.** Manager shall not display paid advertising outside the Clubhouse or generally on the Course. Advertising inside the Clubhouse may be allowed within the Clubhouse subject to approval by the City. No display signs shall be attached or affixed to the buildings in any manner, except upon written approval of the City in advance.

17. **PROPERTY OWNERSHIP.** Manager shall exercise general supervision and responsibility for the proper use and care of all equipment and furniture owned by City located in the Clubhouse. Such property shall be maintained specifically for the use and convenience of all public users of the Clubhouse. Ownership of assets purchased with revenues or any other City funds is and shall remain the property of the City. The City shall own all data and other electronic files generated by Manager through the use of either the City's or Manager's data process programs and software in operating the Facilities. Manager may not take or use, for his own purposes, customer or exhibitor lists or similar materials developed for or by the City for the use of the Course unless written consent is granted by the City. All losses or damage over \$100.00 per occurrence of City owned equipment or inventory shall be documented by Manager to City within twenty (20) days of notice of the loss or damage. In the event of termination by either party or expiration of the Agreement, within thirty (30) days City shall pay to Manager to purchase certain equipment according to the depreciated value of said equipment as of the date of purchase.

18. **CITY SUPERVISION.** City reserves the right to exercise general supervision over the Course and the Clubhouse with respect to advertising on the premises; food and beverage service; kind, character, and quality of goods dispensed; and the cleanliness and sanitation of the buildings and adjacent grounds. Manager shall operate under the provisions of this Agreement in such a manner as to conform to all the ordinances of the City of Lincoln and the laws of the State of Nebraska, and shall give assistance to City in seeking conformity with the

ordinances of the City and laws of the State by public users. Further, Manager shall enforce all rules and regulations adopted by City or the Director of Parks and Recreation Department covering the conduct of the public and services offered in the use of park property.

19. INDEPENDENT CONTRACTOR. City is interested only in the results produced by this Agreement. Manager and his employees and agents have sole and exclusive charge and control of the manner and means of performance. Manager and his employees and agents shall perform as independent contractors and it is expressly understood that Manager and his employees and agents are not employees of City and not entitled to any City benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave.

20. FREE PLAY. Manager, members of the PGA of America, PGA Assistants, members of the LPGA of America, LPGA assistants and GCSAA members may play the Course at no cost. Visiting PGA Professionals, PGA Assistants, LPGA Professionals, LPGA Assistants and GCSAA Members shall play at no charge on a limited basis and shall be tracked by association membership card number. This privilege applies to other City courses as well. The names of the PGA members and assistants shall be given to the Director of Parks and Recreation. Except for the preceding, special privileges shall not be granted to anyone under any circumstances, except according to policy approved by the Parks and Recreation Department. Failure to comply shall result in termination and cancellation of said Agreement. Authorization and documentation of free play shall be consistent with the Lincoln City Golf policies and procedures manual.

21. PGA LICENSE. During the full term of this Agreement, Manager must maintain a Class "A" PGA Golf Professional Classification. Should Manager cease to be a Class "A" Professional, this Agreement shall immediately and automatically terminate and Manager shall no longer be entitled to the rights and privileges granted hereunder.

22. FINANCIAL STATEMENTS. Manager shall submit to City annual financial statements on approved forms of the entire operation covered by the terms of this Agreement. Said financial statement shall include a detailed operating statement setting forth all operating revenues and personnel service costs and other operating expenses in accordance with the requirements set by the Finance Director of the City. Annual financial statements shall be due by May 1st of each year this Agreement is in force and effect. In the event that this Agreement is terminated, either at its expiration or for any other reason during the course of a calendar year, a financial statement shall be submitted within thirty (30) days of such termination covering the period from the prior financial statement to the date of termination.

23. TERMINATION. It is an express condition of this Agreement that Manager shall perform the Agreement as set out herein. If Manager breaches any of the terms of this Agreement or fails to perform the financial duties as provided for herein, City may, upon thirty (30) days written notice, cancel and terminate this Agreement if such breach is not cured within the thirty (30) day notice period. City has the right to terminate this Agreement for any reason for its own convenience or when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming

through no fault of the City. If City terminates this Agreement for these reasons, City shall provide Manager with thirty (30) days written notice of the termination. Upon termination, City shall pay Manager for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

For good and substantial cause, including but not limited to, continued absenteeism, drunkenness, financial mismanagement, gambling, or conduct which reflects discredit on the City or is a direct hindrance to the effective performance of this Agreement or in the event City shall conclude that the operation of said concession in any respect is substantially detrimental to the best interest of the City, City may, upon written notice delivered to Manager personally or to the Clubhouse, terminate said Agreement and order Manager to vacate the premises within five (5) days, all without further liability to City. The exercise of any remedy provided herein shall not preclude City from exercising any other remedy, legal or equitable, that it may have.

Manager may terminate this Agreement with or without cause by giving one hundred twenty (120) days written notice to City.

24. INSURANCE.

- A. Manager shall maintain General Liability Insurance for the Course at its own expense during the life of this Agreement, naming and protecting Manager and City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Manager and Manager's employees, or those directly or indirectly employed by Manager. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 3. Personal Injury Damage - \$1,000,000 each Occurrence; and
 4. Contractual Liability - \$1,000,000 each Occurrence; and
 5. Products Liability and Completed Operations - \$1,000,000 each Occurrence; and
 6. Medical Expenses (any one person) - \$10,000;
 7. Fire Damage (any one fire) - \$100,000; and
 8. Liquor Liability - \$1,000,000 each Occurrence.
- B. The following shall be provided and attached to this Agreement by Manager:
1. A Certificate of Insurance for its General Liability Insurance. The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance.
 2. Proof of Workers Compensation Insurance, where appropriate.
- C. Manager is required to provide City with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

25. INDEMNIFICATION. To the fullest extent permitted by law, Manager shall indemnify, defend and hold harmless City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out

of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Manager, its employees, or anyone for whose acts any of them may be liable. This section shall not require Manager to indemnify or hold harmless City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of City. City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

26. RISK OF LOSS. City shall not be responsible for the property of Manager kept, stored, or maintained on the Course or leased premises and assumes no responsibility for loss of Manager's property through fire, theft, pilferage, malicious mischief, or any other happening whatsoever.

27. INSPECTION AND AUDIT. Manager shall be subject to audit pursuant to Lincoln Municipal Code Chapter 4.66 and shall make available to a contract auditor of City, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law. It is understood and agreed between the parties that the operation and services performed by Manager under this Agreement shall be subject at all times to inspection and control by designated representatives of the City. Manager shall confer only with said representatives on all problems of general policy in connection with this Agreement.

28. FAIR EMPLOYMENT AND OPPORTUNITY. Manager shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and Neb. Rev. Stat. § 48-1122, as amended; nor shall Manager nor anyone acting under or by virtue of the terms of this Agreement discriminate against any such patron of said Course or against anyone else because of race, color, religion, sex, disability, national origin, ancestry, age or marital status.

29. FAIR LABOR STANDARDS. Manager shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

30. LIVING WAGE. If the compensation for services provided pursuant to this Agreement is equal to or exceeds \$25,000, this Agreement is subject to the Living Wage Ordinance of the Lincoln Municipal Code Chapter 2.81. The Ordinance requires that, unless specific exemptions apply or a waiver is granted, Service Provider shall provide payment of a minimum living wage to employees providing services pursuant to this Agreement. City shall have the authority to terminate this Agreement and to seek other remedies for violations of the ordinance.

31. NEBRASKA LAW. This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

32. **INTEGRATION, AMENDMENTS, ASSIGNMENT.** This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned or sold, nor the premises sublet in whole or in part by Manager without the prior written consent of City. This Agreement shall immediately supersede any previously entered into agreements or amendments regarding the operation of the Holmes Golf Course and Clubhouse upon execution.

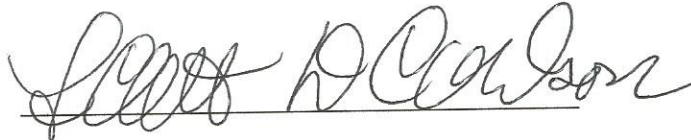
33. **SEVERABILITY & SAVINGS CLAUSE.** Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement and invalidity of any section of this Agreement shall not invalidate any other section.

34. **E-VERIFY.** Manager shall complete the United States Citizenship Attestation Form as provided by the City and attach it to the Agreement.

35. **CAPACITY.** The undersigned person does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Manager to this Agreement.

IN WITNESS WHEREOF, Manager and City do hereby execute this Agreement.

Manager Signature:



Name and Address:

Scott Carlson
2135 South 62nd Street
Lincoln, NE 68506

Mayor's Signature:

Date of Execution:

UNITED STATES CITIZENSHIP ATTESTATION FORM

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

OR

_____ I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status _____ and _____ alien _____ number _____ are _____ as follows: _____

_____, and I agree to provide a copy of the USCIS (United States Citizenship and Immigration Services) documentation upon request required to verify the Manager's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States. I understand and agree that lawful presence in the United States is required and the Manager may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

PRINT NAME: Scott D. Carlson
(First, Middle, Last)

SIGNATURE: Scott D Carlson

DATE: 12/4/17