

DRAFT

RESOLUTION NO. R25-55

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ADDENDUM TO GOLF PROFESSIONAL AGREEMENT WITH DOUGLAS DUNBAR STARTING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2027, TO INCLUDE THE MANAGEMENT, MAINTENANCE, AND MANAGER COMPENSATION OF TWO GOLF SIMULATORS IN THE VAN BERG GOLF COURSE CLUBHOUSE; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY.

WHEREAS, an agreement with Douglas Dunbar for golf professional services starting January 1, 2023, and ending December 31, 2027, was entered into with the adoption of Resolution No. R23-06; and

WHEREAS, the parties wish to amend the agreement to include management, maintenance, and manager compensation of two golf simulators activated in 2025 in the Van Berg Golf Course clubhouse.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the addendum to the golf professional agreement with Douglas Dunbar starting January 1, 2023, and ending December 31, 2027, a copy of which is attached hereto and incorporated herein, is approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of *Columbus*

MEMORANDUM

DATE: March 31, 2025

TO: Mayor and City Council

FROM: Douglas A. Moore. Public Property Director

SUBJECT: Addendum to Golf Professional Agreement regarding revenues from Van Berg Golf Course simulators

RECOMMENDATION: Staff recommends that the addendum to the Golf Professional agreement be approved by the City Council.

DISCUSSION: The addendum provides that the gross sales (less sales tax) from the use of the golf simulators at Van Berg Golf Course be split 55% for the city; and 45% for the Golf Professional. It also states that the City will use best efforts to match any donations from the Columbus Golf Association or other entities or individuals that are dedicated to improvements of the Van Berg Learning Center/Youth Programming up to the maximum of the lesser of 4% of simulator revenues or \$5,000 annually. The city will be responsible for the maintenance costs of the simulators, the Golf Pro will be responsible for providing staff educated in the use of the simulators during business hours.

FISCAL IMPACT: This will provide additional revenue for both the city and the golf pro with the winter being the prime time for use thus increased revenues during the slowest times for both golf courses. The Golf professional contract ends on 12/31/2027. We will evaluate the agreement and the addendum at that time.

ALTERNATIVES: None

CONCURRENCE: Doug Dunbar, PGA Golf Professional

Approved By: *Douglas A Moore*
Douglas Moore, Public Property Director

Approved By: *Tara Vasicek*
Tara Vasicek, City Administrator

**ADDENDUM TO GOLF PROFESSIONAL AGREEMENT FOR JANUARY 1, 2023,
THROUGH DECEMBER 31, 2027**

This Addendum is made with reference to the Golf Professional Agreement (the “Underlying Agreement”) by and between the undersigned parties, said Underlying Agreement being effective starting January 1, 2023, and ending December 31, 2027. Said Underlying Agreement is evidenced by the City of Columbus’ Resolution No. R23-06.

NOW, THEREFORE, the Parties agree that in consideration of the mutual benefits provided by the Underlying Agreement and this Addendum, the Underlying Agreement shall be and is hereby amended as follows:

1. This Addendum hereby amends Paragraph 2 “SERVICES” of the Underlying Agreement to read in its entirety as follows:

MANAGER is to be recognized as the Pro-Manager of Quail Run and Van Berg Municipal Golf Courses and shall make professional golf services and concession services available to the patrons of said golf courses at all reasonable times as determined by the CITY. Said services shall include, but not be limited to, the following:

- establishment of all fees
- sale of alcohol (beer, wine and spirits)
- public relations
- teaching
- coaching
- promotion of golf play
- leagues
- tournaments
- outings
- pull carts
- motorized carts
- sales of equipment from the pro shop
- operation of the driving range
- operation of concession facilities
- operation and management of two golf simulators in the Van Berg Golf Course Clubhouse (activated in 2025)

It is recognized that in providing the previously described services the MANAGER will spend a considerable amount of time in service on the courses for the benefit of the CITY and area golfers. Accordingly, CITY and MANAGER agree the MANAGER shall be granted paid rest and recuperation time as follows: at the conclusion of each golf season, MANAGER shall be permitted off-time each year beginning December 24th through the last Wednesday in January. MANAGER agrees and shall ensure that adequate, trained staff is available to operate the CITY

course(s) during such off-time should weather conditions allow play. MANAGER further agrees that he shall ensure that adequate, trained staff is available to operate and supervise the golf simulators at Van Berg at all times of the year, included those dates and times that he may have scheduled time off.

2. This Addendum hereby amends Paragraph 6 “SOFTWARE” of the Underlying Agreement to read in its entirety as follows:

The CITY shall provide and maintain software to serve the functions needed to operate the courses without cost, to the MANAGER, golf point of sales software to record all receipts. The CITY shall provide for training of the MANAGER and his personnel on the software program.

The CITY shall also provide and maintain software to serve the functions needed to operate the golf simulators in the Van Berg Clubhouses without cost to the MANAGER. The MANAGER shall provide all training for himself, his assistant(s), and his employees/personnel on the operations and software program(s) of said golf simulators.

3. This Addendum hereby amends Paragraph 8 “MONEY COLLECTION” of the Underlying Agreement to read in its entirety as follows:

MANAGER agrees to collect liquor sales, concessions, range fees, greens fees, pass and punch card fees and to issue tickets/tapes/cash register receipts for: green fees, motorized and pull cart fees, driving range, liquor and concessions, surcharges, and sales tax; to keep records of all such transactions; and to properly account for and remit to the CITY such documentation as described in Sections 18 and 19. MANAGER also agrees to collect fees relating to the use of golf simulators and to issue tickets/tapes/cash register receipts relating to the use of golf simulators.

4. This Addendum hereby amends Paragraph 14 “CITY EQUIPMENT” of the Underlying Agreement to read in its entirety as follows:

MANAGER shall exercise general supervision over and shall be responsible for the proper use and care of all equipment and furniture owned by the CITY now located in and around the clubhouses. Such property shall be maintained specifically for the use and convenience of all public users of the clubhouses. MANAGER will keep pull carts and motorized carts clean and presentable, including the beverage cart. If repairs are necessary to any CITY equipment, MANAGER must contact the Superintendent so he might make the repairs as soon as possible. (This shall include, but not be limited to the carts and beverage cart.)

For purposes of this Section 14, the MANAGER shall exercise general supervision over and shall be responsible for the proper use and care of the golf simulators and related items owned by the CITY now located in the Van Berg Golf Course Clubhouse. Such property shall be used for the convenience of all public users of

the Van Berg Clubhouse. Maintenance and repairs relating to the golf simulators and related items, including hitting screens, flooring, computers and projectors, are the responsibility of the CITY, and the CITY shall also pay the annual subscription fee for each simulator commencing in 2026 (this fee is currently \$1,100 per simulator annually). If maintenance or repairs are necessary to any such CITY property, MANAGER must contact and include the Superintendent for purposes of maintenance and repair arrangements.

5. This Addendum hereby amends Paragraph 16 “MANAGER COMPENSATION” of the Underlying Agreement to read in its entirety as follows

Subject to Sections 30 and 31 below, MANAGER shall be entitled to the gross proceeds generated by operation of the Quail Run and Van Berg pro shops including golf-related merchandise (including equipment and repairs), driving range, golf lessons, concessions (as defined in Section 19), and signage/scorecard advertising, along with a total monthly payment of \$7,018, effective January 1, 2023. The monthly payment represents \$2,316.00 for the Van Berg Golf Course and \$4,702.00 for the Quail Run Golf Course. The monthly payment shall be increased each year based upon a cost-of-living factor; the cost-of-living adjustment shall be the same percentage paid to city employees as identified in the CITY Pay Plan and Budget. Each annual cost of living adjustment shall be made in January of each year provided the MANAGER has received a favorable performance appraisal for the preceding year, prepared by the City Administrator. The City Administrator will consider, among other issues, the ability of MANAGER to: deal with the public in a positive manner; to complete required reporting forms in an accurate and timely manner; to attract customers to the city courses; and, to operate the courses in a professional manner. The City Administrator may consult with the Public Property Director, Board of Park Commissioners and the Golf Course Superintendent in completing this performance appraisal. MANAGER will also receive the following percentages of gross sales, less sales tax:

DRIVING RANGE:	Manager.....100%	City.....0%
MOTORIZD CARTS:	Manager.....20%	City.....80%
PULL CARTS:	Manager.....15%	City.....85%
CONCESSIONS:	Manager.....100%	City.....0%
(as defined in Section 19)		
LIQUOR (as defined in Section 18)	Manager.....75%	City.....25% of net gross revenues
Green Fees:		
(Includes Punch Cards):	Manager.....12.5%	City.....87.5%
Passes:	Manager.....12.5%	City.....87.5%

MANAGER shall provide 50% of the total “net profit” that exceeds the current top 25% regional PGA compensation (\$83,500 currently) to the CITY. For purposes of this Agreement, “net profit” shall be defined as the MANAGER’S U.S. Federal

1040 Schedule C line 31 net profit or similar Corporation Income Tax return net profit measurement (it is understood that since 2006 MANAGER has used U.S. Federal 1040 Schedule C to report his management of Quail Run and Van Berg Golf Courses for income tax purposes). For illustration purposes, assuming MANAGER'S Schedule C line 31 net profit amounts to \$93,500 in a given calendar year in effect under this Agreement, the CITY would receive a 50% "success" reimbursement from Mr. Dunbar after completion of his Federal 1040 Schedule C for said calendar year amounting to \$5,000 ($\$93,500 - \$88,500 = \$5,000$; $\$5,000 \times 50\% = \$2,500$). Section 27 of this Agreement requires MANAGER to submit his Federal 1040 Schedule C as soon as possible following the close of each calendar year in effect under this Agreement.

MANAGER and CITY shall receive the following percentages of gross sales, less sales tax, relating to the use of golf simulators in the Van Berg Golf Course Clubhouse: Manager – 45%; City – 55%; **provided, however**, it is understood and agreed that the City will use best efforts to **match** any donations by the Columbus Golf Association or other entities or individuals that are dedicated to the improvement of the Van Berg Learning Center (including the Van Berg Youth Program), up to a maximum of the lesser of 4% of simulator revenue or \$5,000 annually; it is further understood and agreed that this "best efforts" clause would preserve the City's share at least at 51% and would enhance the possibility of improving the Van Berg Golf Course including the Youth Program over the remainder of Manager's contract that ends on 12/31/2027.

6. This Addendum shall be attached to and shall become a part of the Agreement.
7. The Addendum shall be effective as of the signature date of each Party.
8. All other terms, conditions, and provisions of the Underlying Agreement not otherwise amended or altered by this Addendum shall remain in full force and effect.

((remainder of page intentionally left blank))

IN WITNESS WHEREOF, the parties have set their hands as of the dates indicated below:

<i>Douglas Dunbar</i>	3-31-25
Douglas Dunbar, Manager	Date

CITY OF COLUMBUS, NEBRASKA

James B. Bulkley, Mayor	Date
-------------------------	------

ATTEST:

City Clerk

APPROVAL AS TO FORM:

City Attorney