

Board of Parks Commissioners
Tuesday, August 18, 2020 4:00 PM
Council Chambers
1369 25 Avenue
Columbus, NE 68601

1. **Statement of compliance with Open Meetings Act.**

84-1407. Act, how cited.

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

84-1408. Declaration of intent; meetings open to public.

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

84-1409. Terms, defined.

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions.

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;(c) Investigative proceedings regarding allegations of criminal misconduct; or

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting.

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

84-1411. Meetings of public body; notice; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.

(1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (a) twenty-four hours before the scheduled commencement of the meeting or (b) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public

power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

- (a) Reasonable advance publicized notice is given;
- (b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;
- (c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;
- (d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and
- (e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or
- (ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

- (a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;
- (b) Reasonable advance publicized notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;
- (c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;
- (d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that:

(i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and

(ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making a telephone conference call available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act;

(f) Reasonable arrangements are made to provide viewing at other in-state locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

(g) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) The public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

(8) Public bodies shall make available at the meeting or the in-state location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

84-1413. Meetings; minutes; roll call vote; secret ballot; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Effective Date – September 1, 2019

Distributed by the League of Nebraska Municipalities



2. Minutes of July 21, 2020, meeting.

BOARD OF PARKS COMMISSIONERS
JULY 21, 2020

A regular meeting of the Board of Parks Commissioners of the City of Columbus, Nebraska, was convened in open and public session on July 21, 2020, at 4:00 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram, with a copy of the proof of publication being on file in the office of the City Clerk. Availability of the agenda was communicated in the advance notice to the members of the Board of Parks Commissioners. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Chair Hansen announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Members Robbin Cutsor, Jack Gutierrez, Brad Hansen, Sandra Jochens, Nick Larson, Gary Puetz, and Bruce Schmidt. Members Chuck Fleeman and John Shadle were absent and excused. City staff members included Public Property Director Doug Moore, Park Superintendent Ron Dush, and Account Clerk II/Records Clerk II Linda Nickeson.

2. **MINUTES OF FEBRUARY 18 AND MARCH 17, 2020, MEETINGS:** The minutes were approved as presented with a motion by Gutierrez and a second by Cutsor. Cutsor, Gutierrez, Hansen, Jochens, Larson, Puetz, and Schmidt voted "Aye" and none voted "Nay". Fleeman and Shadle were absent.

3. **INTRODUCTION OF COLUMBUS GOLF ASSOCIATION:** President Jon Misfeldt gave a brief introduction of the Columbus Golf Association (CGA) pointing out that the CGA was created with the intent of promoting and enhancing public golf, keeping Van Berg Golf Course operational, and promoting PGA professionals at both Quail Run and Van Berg golf courses. He indicated they recently acquired their own insurance and have registered as a non-profit organization. They currently have 90 members and their board of directors consists of one person from each of the Quail Run and Van Berg adult leagues and the men's golf association. Bill Podraza, CGA vice president, expressed the organization's desire to attend today's meeting and inform the board of their goals and intention of future requests to the city. The CGA understands the Park Board is a recommending body to the City Council and would appreciate their support. Attorney Tom Freimuth stated that he is new to Columbus and agreed to assist the CGA with establishing itself as a non-profit organization. He mentioned that he is impressed with the golf community at both public courses and that a goal of the CGA is to create and maintain a good relationship between members of Elks Country Club, Quail Run and Van Berg. Podraza confirmed that a \$25.00 CGA membership fee was ultimately established to cover the cost of insurance; however, proceeds beyond that are intended to be used for improvements at the golf courses.

4. REPORT OF PUBLIC PROPERTY DIRECTOR:

4.A. **Park Department.** Moore expressed the frustration felt throughout the community the last few months due to the COVID-19 pandemic and the multitude of issues it's created. He mentioned the numerous conference calls attended with the Nebraska League of Municipalities and other communities working through issues together to create a uniform waiver to be used by all and pointed out that the community has been very cooperative. He stated that city parks opened June 8 with signs placed throughout regarding recommended guidelines for Phase III and entering at your own risk and that staff will meet with the local schools in August regarding fall sports.

4.B. **Aquatics Department.** Moore stated that a lack of staff resulted in Pawnee Plunge remaining closed the entire season; however, the Aquatic Center reopened June 29 with attendance steadily increasing. He indicated that swimming lessons fill up quickly with staff availability.

4.C. **Golf Department.** Moore reported that progress of the reconstruction of Quail Run has slowed due to COVID-19; however, staff is currently meeting with Landscapes Unlimited to begin repairs of the irrigation system. He pointed out that play has been very busy at both courses surpassing last year's numbers.

4.D. **Sports and Activities Council.** Moore announced that Sports and Activities Director Doug Kluth has resigned and as a result the city has terminated the agreement with the Chamber of Commerce with plans to employ a full time Park and Recreation Coordinator.

Moore reported that almost every city funded request for the park, aquatic, golf, and cemetery departments has been removed from the 2020-2021 Budget except the following: park department pickup, Powerhouse Trail Phase I project, men's locker room ceiling at the Aquatic Center, and underground sprinklers on hole #5 at Quail Run.

5. **ADJOURNMENT:** The meeting adjourned at 4:39 p.m.

OFFICE OF THE CITY CLERK

: Linda Nickeson

3. **Agreement with local high schools for use of municipal property for sports and other recreational activities.**

COVID-19: Agreement for Use of Municipal Property for Sports or Other Recreational Activities

This Use Agreement (“Agreement”) is made and entered into as of the ____ day of _____, 2020, by and between _____ (hereafter referred to as “Licensee”) and The City of Columbus, Nebraska, a Municipal Corporation (hereafter referred to as “Licensor”).

RECITALS

- A. Licensor owns the real property identified on Exhibit “A” attached hereto and incorporated herein by this reference (the hereafter referred to as “Premises”). Licensee desires to license said Premises or a portion thereof.
- B. The Premises includes a playing field, court, or other grounds suitable for sports and other recreational activities, and may include associated improvements and structures included therewith, all as more particularly described on Exhibit “A”.
- C. Licensee is involved in organizing adult and/or youth team sports or other recreational activities in the municipality.
- D. Licensee desires to utilize the Premises for adult and/or youth team sports or other recreational activities and is willing to enter into this Agreement in order to ensure that the operation of the real property during all practices and games follows the current applicable rules for safe operation.
- E. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation and is not able to ensure that operation of the Premises during all practices, games, and other events follows the current applicable rules for safe operation.
- F. Licensee acknowledges and agrees that the use of the Premises for adult and/or youth team sports or other recreational activities and related activities, and the participation in those activities thereon, presents an inherent risk of exposure to and contracting of COVID-19 and novel coronavirus to all individuals involved. By choosing to conduct and participate in activities on the Premises, Licensee, its employees, volunteers, agents, contractors, umpires, coaches, participants, and spectators are accepting that risk.
- G. Licensor desires to enter into this Agreement whereby Licensee shall license and manage the Premises for Licensor, subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Premises. Licensor desires to license the Premises or a portion thereof (which is further described on Exhibit “A”). Such area includes the municipal playing field(s), court(s), grounds, and/or the structures and improvements associated with the playing field(s), court(s), or

grounds, including, but not limited to, the bleachers, stands, restroom facilities, drinking fountain(s), and concession stand. Licensee desire to use the Premises specifically for the following event/activities/sports (check those that apply):

- _____ Football (at Pawnee and Bradshaw Parks)
- _____ Softball (at Gerrard Park)
- _____ Tennis (at Pawnee, Gerrard, and Centennial Parks)
- _____ Soccer (at Wilderness Park)
- _____ Track and Field (at Pawnee Park)
- _____ Baseball (at Pawnee Park)

Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to pay the facility fee, and to perform all of Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use the Premises and such other portions of the real property as is necessary for Licensee to access and use the Premises. The parties agree that the use of the Premises is subject to such time and locations as may be designated or set by Licensor's Parks Department.

2. Parties' Obligations at Specific Sites. Licensee, in Paragraph 1 of this Agreement, has selected those activities/events/sports it desires the Premises to be use for. For those specified activities, the Parties agree to be responsible for the following tasks at the Premises:

- a) Football Games: Licensee shall provide a schedule of games upon said schedule being released and prior to the first game of the season. Licensee agrees that no food or drink is allowed on the Field Turf or Track and it shall actively enforce this. Licensor will be responsible to perform general regular maintenance to include mowing and trimming. Further, for:
 - i) Varsity Games: Licensor will open and clean concession stands, restrooms, locker rooms, unless otherwise stated in this Agreement. Licensor will put out all equipment on the field and operate the field lights as necessary. Licensor will provide one (1) City Staff Member to operate the video board on the scoreboard during games. Licensor will bring in picnic tables as necessary for a "burger bash". Licensor will lock up and secure the site after the game is over. Licensor shall provide staff the morning after the game to clean the common areas and remove left over garbage.
 - ii) Junior Varsity, Freshman, and Middle School Games: Licensor will open and clean concession stands, restrooms, locker rooms, unless otherwise stated in this Agreement. Licensor will put out all equipment on the field and operate the field lights as necessary. Licensor will lock up and secure the site after the game is over. Licensor shall provide staff the morning after the game to clean the common areas and remove left over garbage.

- b) Softball Games: Licensee shall provide a schedule of games upon said schedule being released and prior to the first game of the season. Licensor will provide general regular maintenance to include mowing and trimming. Licensor will clean restrooms when the Premises are not in use unless otherwise stated in this Agreement. Licensor will maintain the irrigation system. Prior to games, Licensor will make sure the foul lines are painted. Licensor will remove garbage from the Premises. Licensee acknowledges and agrees to work with the Columbus Softball Association for scheduling of use on these Premises.
- c) Tennis Matches: Licensee shall provide a schedule of games upon said schedule being released and prior to the first game of the season. Licensor will provide general regular maintenance at its sole discretion. Licensor will clean restrooms when the Premises are not in use unless otherwise stated in this Agreement. Licensee acknowledges and agrees to work with the Columbus Tennis Association for scheduling of use on these Premises.
- d) Soccer Games: Licensee shall provide a schedule of games upon said schedule being released and prior to the first game of the season. Licensor will provide general regular maintenance to include mowing and trimming. Licensor will clean restrooms when the Premises are not in use unless otherwise stated in this Agreement. Licensee acknowledges and agrees to work with the Wilderness Park Operations Committee for scheduling of use on these Premises and for the painting of the boundary lines on the fields.
- e) Track and Field Meets: Licensee shall provide a schedule of meets upon said schedule being released and prior to the first meet of the season. Licensee agrees that no food or drink is allowed on the Field Turf or Track and it shall actively enforce this. Licensor will open and clean concession stands, restrooms, locker rooms for meets, unless otherwise stated in this Agreement. Licensor will put out all equipment on the field (i.e. high jump, pole vault pits and hurdles) and operate the field lights as necessary for meets. Licensor will prepare the shot-put and discus areas for meets. Licensor will provide one (1) City Staff Member to operate the video board on the scoreboard during meets. Licensor will lock up and secure the site after the meet is over. Licensor shall provide staff the morning after the meets to clean the common areas and remove left over garbage.
- f) Baseball Games: Licensee shall provide a schedule of games upon said schedule being released and prior to the first game of the season. Licensor will provide general regular maintenance to include mowing, trimming, and fertilizing. Licensor will clean restrooms when the Premises are not in use unless otherwise stated in this Agreement. Licensor will maintain the irrigation system. Prior to games, Licensor will make sure the foul lines are painted. Licensor will remove garbage from the Premises. Licensor will maintain field lights. Licensee will pick up garbage and put in barrels after games and Licensor will empty garbage barrels and dumpsters twice a week. Licensor will not perform any dragging, marking, and

watering of the infields. Licensee acknowledges and agrees to work with the American Legion Post 84 for scheduling of use on these Premises.

3. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation, management, policing, and enforcing of the Premises during the term of the Agreement when the Premises are being utilized for organized adult and/or youth team sports or other recreational activities, including, but not limited to, games, practices, and related activities. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to, the *June 1st Statewide Sports Reopening Guidelines*, issued by the State of Nebraska attached hereto as Exhibit “B” and incorporated herein by this reference, any other comparable guidelines that may be promulgated by the State of Nebraska regarding sports or other recreational activities, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Licensor (collectively the “Rules”), including the enforcement of the same. Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches, volunteers, team managers, participants, appropriate personnel, and spectators utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all coaches or team managers to ensure that the Rules are followed. Licensee shall ensure that each and every participant (employees, volunteers, agents, contractors, umpires, officials, coaches, and participants) has been provided in advance with a copy of the guidelines and any amendments, replacements, or supplements thereto

4. Maintenance By Licensee. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for adult and/or youth team sports or other recreational activities hereunder. Such obligation shall include, but not be limited to, cleaning and disinfecting restroom facilities regularly while players and fans are present, and placing markings on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart, if any such restroom facilities are included and open for use on the Premises. Licensee shall also ensure that the concession stand, if any, is only allowed to open if all requirements set forth in the Rules are followed. Licensee shall ensure that the drinking fountains, if any, are only utilized in accordance with the applicable Rules. Licensee shall ensure that the stands, bleachers, or other facilities are only utilized in accordance with the applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Licensee shall be responsible for providing, purchasing, and utilizing the supplies (cleaning supplies, rope, etc.) necessary to follow the Rules, guidelines, and directed health measures.

5. License Term. The License shall be for a term beginning August 1st, 2020 and ending July 31st, 2021. Either party shall have the right to terminate this License by providing the other party with no less than thirty (30) days’ prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor’s discretion, that Licensee has failed to manage and operate the Premises in accordance

with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

6. Facility Fee. Licensee agrees to pay Licensor a license fee. This license fee has been set by resolution of the City Council of the Licensor, and is listed on the Schedule of Fees of the Licensor. The Licensor's Schedule of Fees is subject to amendment and revision from time to time; therefore, Licensee acknowledges and agrees that the license fee of this Agreement may be amended and changed at the sole discretion of the Licensor. The license fee shall be paid on or before the beginning of the specific athletic season. Licensee shall make all payments of the license fee and other expenses to Licensor at the Licensor's then current address or at such other address as Licensor may from time to time request in writing. Such payment shall be made within ten (10) days after demand.

7. Acceptance of Premises. By taking possession of and or using the Premises, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use. Licensee also acknowledges and agrees that Licensee is only utilizing a portion of the Real Property that is described herein as the Premises and that Licensor and other parties also shall have the right to use the Real Property during the License Term, subject to the reasonable licensing discretion of Licensor. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

8. Participants Agreement/Waiver For Sports or Other Recreational Activities Required. All individuals (employees, volunteers, agents, contractors, umpires, officials, coaches, and participants) who use or enter upon the Premises in conjunction with Licensee's use shall be required to sign, or have their legal guardian sign, in substantially the same form, the approved *COVID-19: Participants Agreement/Waiver for Sports or Other Recreational Activities* attached hereto as Exhibit "C" and incorporated herein by this reference. Licensee shall collect said Participants Agreement/Waiver For Sports or Other Recreational Activities from all required individuals, including those teams and affiliated participants traveling from out of town, and provide said executed agreement to the City Clerk at least 24 hours before the activity/game is scheduled to start. In no event shall Licensee allow individuals from whom said Participants Agreement/Waiver For Sports or Other Recreational Activities has not been obtained to enter upon Licensor's facilities to participate in Licensee's activities.

9. Utilities. Licensor is responsible for utilities at the Premises. However, there is an exception for baseball:

- a) For Baseball: Licensee shall pay thirty five percent (35%) of the electric bill during the season; further, Licensee will be charged a yearly garbage fee for the emptying of barrels. These fees/amounts have been set by resolution of the City Council of the Licensor, and is listed on the Schedule of Fees of the Licensor. The Licensor's Schedule of Fees is subject to amendment and revision from time to time; therefore, Licensee acknowledges and agrees that the facility fee of this Agreement may be amended and changed at the sole discretion of the Licensor.

10. Security at Events. Licensee shall be responsible for arranging and providing adequate security for all scheduled events involving its use of the Premises.

11. Insurance. During the term of the Agreement, Licensee shall, at its own cost and expense, procure and continue in force such insurance policies as are required by Licensor. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and minimum coverage of any vehicle used to maintain fields or such other amount as is reasonably agreed to by the parties. Licensor shall be named as an additional insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Licensor prior to the commencement date of the term hereof and within ten (10) days of each anniversary date thereafter. If possible and financially feasible, Licensee shall endeavor to have the foregoing insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Licensee shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

12. Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

13. Entry by Licensor. Licensor, its agents, and employees shall have the right to enter the Premises at all reasonable times during Licensee's usage, for examination and to determine compliance on the part of the Licensee with the Agreement.

14. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

15. No Re-license. Licensor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensor agrees in writing. The collection or acceptance of the facility fee or other payment by Licensor from any person other than Licensee shall not be deemed the acceptance of any assignee or sub-licensee as the Licensee hereunder or a release of Licensee from any obligation under this License.

16. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default: (i) the failure by Licensee to make any payment of the facility fee

20. Non-Waiver. No waiver by Licensor of any default, breach or violation of the Agreement or the application thereof, to any person or circumstances, shall operate as a waiver of any other default or of the same default on a future occasion.

21. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

22. Modification. This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

23. Relationship of Parties. Neither the method of computation of the facility fee nor any other provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

24. Waiver. The acceptance of the facility fee or other payments by Licensor, or the endorsement or statement on any check or any letter accompanying any check for the facility fee or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Licensee regardless of whether Licensor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

25. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License, but shall be interpreted according to the application of rules of interpretation of contracts generally.

26. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

27. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor, Licensee, and their respective successors and assignees.

28. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall, in the aggregate, be considered one and the same instrument.

29. Terms. Any capitalized terms used herein and not otherwise defined in this Agreement shall have their plain and ordinary meaning.

30. Effective Date. This Agreement shall be effective as of the signature date of each Party.

[Execution Page to Follow]

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as of the day and year first above written.

Executed by the City of Columbus, Nebraska:

James Bulkley, Mayor of the City of Columbus

Executed by _____:

Printed Name: _____
Position/Title: _____

ATTEST:

City Clerk, City of Columbus

APPROVED AS TO FORM:

City Attorney, City of Columbus

Exhibit “A”

List of Premises (Parks and Facilities):

Pawnee Park

Bradshaw Park

Gerrard Park

Centennial Park

Wilderness Park

Exhibit “B”

[Attach a copy of the current Rules]

June 1st Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.

- Team Organized practices for Noncontact and Limited-Contact Sports may begin unless circumstances dictate a change in date.
- Rodeo events may also begin.
- Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
- Dugout and bench use will not be allowed. Players and their items when not on the field/court should be lined up against the fence/wall at least six (6) feet apart.
- Parents must remain in their cars or drop off and pick players up afterwards.
- Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
 - When protective equipment is needed to be shared, it should be disinfected between players use. Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each practice.
- Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate.
- Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
 - The use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.
- Team organized practices for contact sports remain suspended.

June 18

- Team Organized games for Noncontact and Limited-Contact sports may begin unless circumstances dictate a change in date.
- Same guidelines apply as above for practices.
- Use of dugouts and benches are permitted during games only.
 - For baseball and softball, the bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
 - For all other sports, additional benches or bleachers should be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
- Players should use their own equipment including gloves, helmets, and bats as much as possible.
 - When protective equipment is needed to be shared, it should be disinfected between players use.
 - Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each game/match.
- Fan attendance is limited to household members of the players on the team. (*Collegiate, semi-professional, and professional games will follow gathering requirements under the Directed Health Measures and must submit plans prior to reopening if facilities meet these requirements.*) For outdoor sports, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within in six (6) feet of the teams' benches or for baseball and softball within the area from behind home plate to six (6) feet past the far end of each dugout.
 - If game/match is held at a facility that has a capacity of 500 or more individuals, (1,000 or more in counties over 500,000 population) shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.
- Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
- Post-game handshakes or interaction between teams are prohibited.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
 - Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
 - Clean and disinfect high touch surfaces regularly while players and fans are present.
 - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
 - Whenever possible, practice social distancing between staff.
 - All employees directly interacting with customers should wear face coverings.
 - All food code regulations must still be followed.
 - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



Exhibit "C"

[Attach a copy of the current Participants Agreement/Waiver For Sports or Other Recreational Activities]

COVID-19: Participants Agreement/Waiver For Sports or Other Recreational Activities

(Please print clearly or type and fill in all blanks and sign below)

Participant's Name (Player, Competitor, Coach, Team Manager, Official/Umpire, Volunteer, or Other Participant):

Participant: _____

Address: _____

Municipality: _____ State: _____ Zip: _____

Telephone #: _____

Age of Participant _____

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

Participant as used in this document means any Player, Competitor, Coach, Team Manager, Official/Umpire, Volunteer, or Other Participant.

The undersigned represents and affirms that he or she is the parent and/or legal guardian of the participant 17 years old or younger named above, if any. The undersigned further represents and affirms that he or she has discussed this document with the other parent and/or legal guardian of the participant 17 years old or younger named above, if any, and other parent and/or legal guardian of the participant is in agreement with the terms and conditions described herein.

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you **ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH**, caused by or related to COVID-19, by voluntarily entering the property and/or public facilities of any Municipality and participating in or viewing adult and/or youth games, practices, or other group recreational activities, or by authorizing the participation of a minor in or the presence of a minor at such games, practices, or other group recreational activities. No one guarantees that you or your child(ren) will not become infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

The undersigned shall comply with all, rules, and written or verbal instructions, posted safety signs, and the *June 1st Statewide Sports Reopening Guidelines* issued by the Governor of the State of Nebraska (and any amendments, replacements, or supplements thereto) as conditions for

participation in any event and/or activity at property of any Municipality. The undersigned agrees to keep informed as to any updated information or guidelines and will monitor appropriate websites during the term of this Agreement.

COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed Player, Competitor, Coach, Team Manager, Official/Umpire, Volunteer, or Other Participant (“Participant”) being allowed to participate in adult and/or youth team sports or other group recreational activities on municipal property and/or public facilities, the Participant or the parent(s) or legal guardian (if allowed Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE every city or village (hereinafter, **Municipality**) on whose property and/or public facilities Participant participates in any adult and/or youth games, practices, or other group recreational activities, together with each such **Municipality**’s mayor and council, village board of trustees, manager/administrator, clerk, agents, volunteers, and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as “Releasees”) from any and all liability to the Participant (or Participant’s personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of any such **Municipality**, participating in or viewing any such game, practice, or other group recreational activity, or other use of public facilities on the property of any such **Municipality**, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the game, practice, or other group recreational activity, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.
2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys’ fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant’s or any of the undersigned’s entry onto or use of the property and/or public facilities of any such **Municipality** in connection with any game, practice, or other group recreational activity, whether such claim is based on one or more of the Releasees’ negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
3. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by any such **Municipality** relating to COVID-19 or other safety or hygiene precautions, understanding that the **Municipality** may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the game, practice, or other group recreational activity at the election of the **Municipality** at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under

applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves *and* binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full. The undersigned agree(s) that this Agreement shall extend to and be binding upon any heirs, personal representatives, successors and assigns of the undersigned hereto.

I AM THE AGE OF MAJORITY, AM COMPETENT, AND HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT. I HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS. I SIGN THIS FREELY AND VOLUNTARILY WITHOUT ANY DURESS OR INDUCEMENT.

Dated this _____ day of _____, 20____.

Signature of Participant
Participant
(If 18 Years Old or Older)

Print Clearly or Type Name of

Signature of Parent
(If Participant is 17 Years Old or Younger)

Print Clearly or Type Name of Parent

Signature of Legal Guardian (If Applicable)

Print Clearly or Type Name of Legal Guardian

4. Report of Public Property Director.



The City of *Columbus*

PUBLIC PROPERTY DEPARTMENT

Director (402) 562-4240

Fax (402) 562-4265

August 2020

Monthly report

Park Department

Parks opened on June 8; City is in Phase III of DHM's
Collecting COVID- 19 waivers from all fall activities
Social distancing in place for any use of the parks
Summer baseball and softball league seasons complete
Soccer at Wilderness Park has started
Youth football starts after Labor Day at Bradshaw Park
Have received and are applying agrilime to Pawnee Park baseball field
Have placed signs in the parks related to COVID-19, (English and Spanish)
Phase III directive is 75% capacity at facilities and social distancing
Youth soccer and football signed addendums to agreements related to COVID-19
Working on agreements for Columbus Public Schools and Scotus for use of city
owned facilities
All tennis outdoor lighting checked and clocks adjusted for fall hours
Repairing and painting some benches in Frankfort Square that have been chipped
New playground equipment for Sunset Park ordered,
Ordered bleacher shades and batting cage at Bradshaw Park, construction in August
and September
Minor league backstop at Centennial Park ordered, construction in August
Small shelter construction at Bark Park, Eagle Scout complete
Summer staff done next week, returning to school

Aquatics report

Have started lifeguard training, doing as many classes as possible preparing for
possible staff shortages at Plunge next summer
Have started fall hours – only change from past years is closing from 4:00-4:30 for
cleaning
Staff will do through cleaning between sessions.
Improving outdoor lighting at Pawnee Plunge
Morning programing for adults have been very busy
Have started swimming lessons, going well, using new techniques to keep social
distancing

Golf report

Landscapes Unlimited has started the work on the irrigation at Quail Run
Work is progressing, running into some difficult situations with wiring and controllers
Documenting any secondary work for FEMA
Starting on pipe replacement on No 4 and No. 6.
Fall aeration will begin August 31 and be completed by September 14 (weather
permitting) Van Berg greens will be done on August 31 and Quail Run greens on
September 8

A. Park Department.

B. Aquatics Department.

**COLUMBUS AQUATIC CENTER
MONTHLY ACTIVITY REPORT
July**

	2020	2019	2018
Attendance			
3 & Under	39	8	9
Child	570	213	220
Adult	243	92	87
Senior	7	1	0
PT/Caregiver	0	0	3
Programs	154	0	0
Lessons	200	323	313
AC Member Passes	1051	505	486
Total Swimmers:	2264	1142	1118

Average Daily Swimmers:	(31days) 73	(14 days) 82	(12 days) 93
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Income

Passes	\$ 1,420.00	\$ 5.00	\$ 310.00
Admissions	\$ 2,870.00	\$ 1,106.00	\$ 1,176.00
Swimming Lessons	\$ 1,965.00	\$ 1,605.00	\$ 1,765.00
Red Cross Classes	\$ 250.00	\$ 350.00	
Uniforms	\$ 88.00	\$ 57.50	
Programs	\$ 200.00	\$ 325.00	\$ 475.00
Sales	\$ 114.00	\$ 22.00	\$ 28.00
Building Rentals	\$ -	\$ 60.00	
Equipment Rentals	\$ -	\$ 56.50	\$ 55.00
Misc. Revenue	\$ -	\$ 60.00	
Over/Short	\$ (2.00)	\$ 7.00	\$ 8.00
	\$ 6,905.00	\$ 3,654.00	\$ 3,817.00

2018 Annual Maintenance July 14 - August 12

2019 Annual Maintenance July 13 - August 11

2020 COVID-19; Opened June 29, 2020; Adult Programming 8a-1p; Open Swim M-F, 1:30p-4:30p & 5p-8p; Sat. & Sun. 1p-3p & 3:30p-5:30p

C. Golf Department.

2020 JULY Golf Report

ROUNDS		2020 QR	QR (2019)	2020 VB	2019 VB	2020 VB pass	2019 VB pass					
Jan		0	0	21	53	0	0					
Feb		210	0	48	10	47	13					
March		693	0	45	114	71	141					
April		1671	1494	299	510	352	549					
May		2313	1461	685	440	807	751					
June		2844	1492	1095	812	963	721					
July		2891	1724	1296	994	989	702			2014-2018 5 year ave \$470,041.56		
Aug			1777		948		421					
Sept			1154		421		187					
Oct			578		65		37		Total Revenue Comparison to 2019 Plus 17.8%			
Nov			295		19		21					
Dec			108		27		45					
TOTAL		10622	10083	3489	4413	3229	3588					

	By Comparison			* WEATHER DAYS	GOLF COURSE REVENUE					
	QR	VB	Total Rds		Total Rev	QR	VB	Passes/Punch		
2006	14,145	3,636	17,781	33	380,114.13	250,815.13	51,345.00	77,954.00	Jan-Dec 2006	
2007	13,856	3,921	17,777	37	374,656.70	247,502.95	52,484.75	74,669.00	Jan-Dec 2007	
2008	16,490	3,322	19,812	29	392,168.16	269,130.62	45,071.64	77,965.90	Jan - Dec 2008	
2009	24,044	5,805	29,849	30	440,517.65	296,032.27	54,070.01	90,415.37	Jan-Dec 2009	
2010	20,100	4,708	24,808	39	430,316.66	282,355.79	44,678.10	103,282.77	Jan-Dec-2010	
2011	17,231	4,255	21,486	51	403,737.50	256,447.20	44,311.40	102,978.90	Jan-Dec 2011	
2012	20,763	5,554	26,317	36	453,582.16	281,325.80	42,449.43	129,806.93	Jan-Dec 2012	
2013	17,780	6,833	24,613	32	435,869.17	242,846.89	58,229.51	134,792.77	Jan-Dec 2013	
2014	19,116	6,493	25,609	34	456,925.82	267,817.90	52,747.99	136,359.93	Jan-Dec 2014	
2015	21,206	7,014	28,220	47	466,655.67	267,674.40	58,490.34	140,490.93	Jan-Dec 2015	
2016	24,008	7,029	31,037	35 + 8	473,738.90	286,042.87	52,593.92	135,102.11	Jan-Dec 2016	
2017	21,905	6,230	28,135	43	478,110.61	275,744.95	54,269.26	148,096.40	Jan-DEC 2017	
2018	21,434	6,224	27,658	49	474,776.79	269,995.46	59,190.46	145,590.87	Jan-DEC 2018	
Jan-DEC 2019	2019	10,083	8,001	18,084	x	278,628.11	113,332.47	84,097.59	81,198.05	Jan-DEC 2019
Jan-JULY 2019	2019	6,171	5,744	11,915	x	211,746.76	71,380.14	59,944.27	80,422.35	Jan-JULY 2019
Jan-JULY 2020	2020	9,122	8,152	17,274	x	249,528.33	107,224.50	61,840.96	80,462.87	Jan-JULY 2020

All pre-paid league carts and green fees were entered through Quail Run. Approximately \$20,000 should be credited toward VanBerg

FootGolf 2019	
Players	Rentals
10/180	2/66
99.10 / 1625.66	

FootGolf 2020	
Players	Rentals
14 / 73	11 / 68
\$161.70 / 872.95	

* Weather affected days are recorded from April 1 thru September *

Outings	2006	2009	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
20-39	16	21	16	17	15	16	19	20	24	27	7	4
40-59	3	3	8	5	6	8	9	8	7	8	3	1
60-79	2	8	9	11	14	12	13	14	14	14	3	2
80-99	1	2	2	5	4	5	5	4	3	4	0	
100+	2	4	3	5	2	3	3	3	3	2	1	1
200+	0	1	1	1	1	1	2	1	1	2	0	
	24	39	39	44	42	45	51	50	52	57	14	8

5. Adjournment.