

Board of Parks Commissioners
Tuesday, October 20, 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 September 15, 2020, meeting.

BOARD OF PARKS COMMISSIONERS
SEPTEMBER 15, 2020

A regular meeting of the Board of Parks Commissioners of the City of Columbus, Nebraska, was convened in open and public session on September 15, 2020, at 4:00 p.m. in the First Floor Conference room at City Hall, 2424 14 Street, 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, Chuck Fleeman, Jack Gutierrez, Brad Hansen, Sandra Jochens, Gary Puetz, and Bruce Schmidt. Members Nick Larson 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 AUGUST 18, 2020, MEETING:** The minutes were approved as presented with a motion by Fleeman and a second by Jochens. Cutsor, Fleeman, Gutierrez, Hansen, Jochens, Puetz, and Schmidt voted "Aye" and none voted "Nay". Larson and Shadle were absent.

3. **REQUEST FROM COLUMBUS GOLF ASSOCIATION FOR SUPPORT IN KEEPING VAN BERG GOLF COURSE OPEN:** Bill Podraza, Columbus Golf Association (CGA) vice-president, requested the Park Board's support of the CGA's efforts in maintaining the operation of Van Berg golf course for a minimum of five years allowing the organization enough time to make improvements to the facility and demonstrate its value to the community. He pointed out that years ago the community voted to keep Van Berg open and believes they should be given that opportunity again. He also mentioned that the community has grown significantly since Quail Run first opened creating enough play to support two public courses, the community's cost of operating Van Berg is minimal and far less than that of other facilities provided to citizens including the water park, aquatic center, library, senior center, and airport, none of which are expected to make a profit, and that if Van Berg were to close the city would still be responsible for the cost of upkeep.

Nick Larson arrived at 4:10 p.m.

Podraza confirmed that the CGA continues to raise funds through memberships, donations, and golf tournaments with the intention of paying the full estimated cost of \$10,000 - \$12,000 needed to rectify occupancy issues required by the fire

marshal. He confirmed that the organization does not intend to request city funding for the project; however, if the city council decides to close Van Berg they would use the money they have raised elsewhere. Tom Freimuth, CGA attorney, confirmed that the CGA's long-term focus for the course is to create a youth and beginner learning center as well as remain a public course for those who enjoy playing at a slower pace than that at Quail Run. It was noted that Brent McGrew would run the programs similar to those of Ager Golf Course & Learning Center in Lincoln with expectations of attracting significantly more youth to the sport. He pointed out that the ability to hold multiple youth tournaments while drawing outside visitors would have a substantial impact on local businesses and confirmed that the CGA hopes to collaborate with the Elks Country Club to support the youth programs. Discussion was held regarding the need for affordable youth activities, the number of strong role models available to youth golfers, and the positive impact the facility could have on Columbus. Fleeman expressed concern regarding the cost of supporting the CGA for five to ten years as well as the impression portrayed by other organizations such as softball, baseball, and tennis that don't receive the same city funding as the golf courses. Freimuth stressed that with continued contributions, the CGA intends to reduce the city's financial burden. Puetz pointed out the negative impact on the golf community if Van Berg would not have been available after Quail Run's flood damage. The acknowledgement to support the Columbus Golf Association's effort to prevent the closure of Van Berg golf course for a period of five to ten years so the CGA can demonstrate the value of the course to the community was approved with a motion by Larson and a second by Cutsor. Cutsor, Gutierrez, Hansen, Jochens, Larson, Puetz, and Schmidt voted "Aye" and Fleeman voted "Nay". Shadle was absent.

4. **REQUEST FROM RON SCHILLING FOR AUTHORIZATION TO APPLY FOR GRANT FUNDING FOR NEW LED LIGHTING AT PAWNEE PARK BASEBALL FIELD:** Ron Schilling, 3003 27 Street, described the condition of the current lighting system at Pawnee Park baseball field and expressed the dire need for improvements. He pointed out that its central location and abundance of hotels makes Columbus ideal for hosting tournaments; however, due to the inadequate lighting they are held elsewhere. He stated that while in the process of collecting bids, the Columbus Baseball Association is requesting the city's authorization to apply for grants for partial funding of the project with additional city funding to be requested in the future. Discussion was held regarding the ability to attract more tournaments and events to the community with the upgraded facility and the significant increase in sales tax revenue it would generate for Columbus. The recommendation to the mayor and city council to authorize the application of grant funding for new LED lighting at Pawnee Park baseball field was approved with a motion by Larson and second by Schmidt. Cutsor, Fleeman, Gutierrez, Hansen, Jochens, Larson, Puetz, and Schmidt voted "Aye" and none voted "Nay". Shadle was absent.

5. **DISCUSSION ON POSSIBILITY OF CHANGING THE DAY AND/OR TIME OF MONTHLY BOARD OF PARKS COMMISSIONERS MEETINGS:** Moore explained that due to the timing of scheduled meetings, the Park Board may not always get the opportunity to review certain items before requiring approval from the city council and asked if the board would like to consider changing the monthly date of the meetings to prevent this going forward. Discussion was held regarding available days and times and consensus of the board was to change the meetings to the second Tuesday of the month at 12:00 noon. Moore indicated that in order to do so the by-laws must be amended and approved by the city council.

Larson left the meeting at 4:55 p.m.

6. **REPORT OF PUBLIC PROPERTY DIRECTOR:**
 - 6.A. **Park Department.** Dush reviewed activity at various park facilities and the status of current projects. Moore mentioned that applications are being accepted for the new Park and Recreation Coordinator.
 - 6.B. **Aquatics Department.** Moore indicated that attendance at the Aquatic Center continues to be good during the day and slower in the evenings. Cutsor expressed concern for the number of youth hanging out in Pawnee Plunge parking lot leaving trash and tire marks all over the area and Moore confirmed that law enforcement does patrol the area; however, it is difficult to catch violators in the act.
 - 6.C. **Golf Department.** Moore reported that revenue is up at the golf courses and that staff is receiving feedback from FEMA to continue moving forward on the reconstruction of Quail Run.
7. **ADJOURNMENT:** The meeting adjourned at 5:11 p.m.

OFFICE OF THE CITY CLERK
: Linda Nickeson

3. **Addendum to agreement with School District No. 1 to provide for additional requirements as a result of the COVID-19 and novel coronavirus situation.**

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

This Addendum to Agreement (“Addendum”) is made and entered into as of the ____ day of _____, 2020, by and between Columbus Public Schools (“Licensee”) and The City of Columbus, Nebraska, a municipal Corporation (“Licensor”).

RECITALS

- A. The parties previously executed an Agreement effective as of October 1, 2018, (the “Agreement”) relating to certain municipal real property and/or facilities as described in the Agreement (the “Premises”). A full copy of this Agreement can be found attached to Licensor’s Resolution Number R18-128.
- B. Licensee has utilized the Premises for organizing and operating adult and/or youth team sports on municipal playing field(s), court(s), or other grounds suitable for sports and other recreational activities, and/or the associated structures and improvements included therewith.
- C. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation.
- D. Licensee desires to continue to utilize the Premises for adult and/or youth team sports or other recreational activities and is willing to enter into this Addendum 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. 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.
- F. The parties desire to amend the Agreement to clarify certain management obligations of Licensee in effect as a result of the COVID-19 and novel coronavirus situation.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. 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 “A” 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.

2. Maintenance. 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.

3. 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 “B” 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.

4. 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 named 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 the 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.

5. 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.

6. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal open hours, for examination and to determine compliance on the part of the Licensee with the Agreement and this Addendum.

7. Remedies. Should Licensor, in its sole discretion, determine at any time that any of terms of the Agreement and/or this Addendum are in default or are not being strictly followed by Licensee, Licensor has the absolute right to immediately cause the sporting activity or event to be suspended until the violations is corrected or to declare the same terminated; to cancel any remaining games and events for that day; to suspend the Licensee's use of the Premises until further notice; and/or, to declare the License at an end and terminate the Agreement outright. The remedies of Licensor set forth in this provision shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

8. Reconfirm Other Terms. All other terms and conditions of the Agreement are hereby confirmed by Licensor and Licensee, except to the extent they expressly conflict with the terms of this Addendum.

9. Partial Invalidity. If any term or provision of the terms of the Agreement and/or this Addendum or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement and/or this Addendum or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement and/or this Addendum shall be valid and enforced to the fullest extent permitted by law.

10. Non-Waiver. No waiver by Licensor of any default, breach or violation of the Agreement and/or this Addendum 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.

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

12. Terms. Any capitalized terms used herein and not otherwise defined in this Addendum shall have the meaning assigned in the Agreement.

13. Effective Date. This Addendum and shall be effective as of the signature date of each Party.

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

Executed this ____ day of _____, 2020 by the City of Columbus, Nebraska.

James Bulkley, Mayor of the City of Columbus

Executed this ____ day of _____, 2020 by Columbus Public Schools.

Printed Name: _____
Position/Title: _____

Exhibit "A"

[Attach a copy of the current Rules]

Exhibit "B"

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

AGREEMENT

THIS AGREEMENT, made and entered into, as of the dates indicated below, between School District No. 1 of the city of Columbus, Platte County, Nebraska, hereinafter referred to as "SCHOOL" and the City of Columbus, Nebraska, a municipal corporation of the State of Nebraska, hereinafter referred to as "CITY."

WHEREAS, CITY owns and operates an indoor swimming pool located at 1783 10 Avenue, Columbus, Nebraska, hereinafter referred to as "AQUATIC CENTER" and SCHOOL desires to utilize AQUATIC CENTER for swimming events and other related activities for the SCHOOL swimming teams.

NOW, THEREFORE, IN CONSIDERATION OF THESE FACTS AND MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, the parties agree as follows:

Section 1. CITY agrees that SCHOOL will have priority, for the use of the AQUATIC CENTER during the interscholastic swimming season for any meets or tournaments involving competition with other schools from the first day of swim practice through the state swim meet as determined by the Nebraska School Activities Association (NSAA). CITY also agrees SCHOOL will have access to and the right to practice at the AQUATIC CENTER between the hours of 6:00 a.m. to 8:00 a.m. and from 4:00 p.m. to 6:00 p.m. These hours can be adjusted as necessary and agreed to by the AQUATIC CENTER Manager and Columbus High School Swim Team Coach. SCHOOL will cooperate with CITY and other schools for the use of the AQUATIC CENTER for other activities. SCHOOL will inform CITY of its schedule as soon as practicable but no less than one week prior to the official starting date of the competitive swimming season designated by the NSAA. SCHOOL will give CITY forty-eight (48) hours advance notice of any cancellation of use of AQUATIC CENTER except when such cancellation is necessitated by adverse weather conditions or other acts of God.

Section 2. SCHOOL will pay CITY a fee of \$12,676.97 no later than October 15 of each school year for 175 hours use of the AQUATIC CENTER for the term of this agreement. This fee will be payment for swim practice, all swim meets, relay/conference meet and use of twenty-five (25) lockers in each locker room. All subsequent hours will be paid at the rate of \$43.00 per hour for additional morning hours and at the rate of \$63.00 per hour for additional afternoon/evening hours. This fee schedule will be adjusted annually by changes as determined by the U. S. Department of Labor, Bureau of Statistics, CPI-U, Kansas City region and reported following the month of July of each year during the term of this agreement and preceding the next renewal date of the agreement. SCHOOL will also pay CITY, when applicable, a concessionaire fee as set by resolution for each date when vendor services or concessionary services are utilized. This fee and the rate for additional hours may be subject to change based upon action by the Columbus City Council.

Section 3. The initial term of this agreement was August 1, 2007 through July 31, 2010. This agreement was extended by four one-year extensions ending July 31, 2014 and a four year agreement ending July 31, 2018. This agreement is being extended for four years, August 1, 2018 through July 31, 2022, upon the mutual agreement of SCHOOL and CITY. Each extension will be subject to fee adjustment as detailed in Section 2 above. Either party may cancel this agreement by giving the other party sixty (60) days advance written notice of its intent to cancel.

Section 4. Use of AQUATIC CENTER by SCHOOL will include the entire facility during swim practice hours unless SCHOOL notifies CITY at the beginning of the season that lanes will not be needed during practice dates or the full use of AQUATIC CENTER during all meets, relays and conferences.

Section 5. SCHOOL agrees to make certain that all trash and refuse generated during SCHOOL'S use of AQUATIC CENTER is deposited in appropriate trash receptacles including locker rooms. There will be a \$100 cleanup fee when applicable after each swim meet.

Section 6. During all times SCHOOL is using AQUATIC CENTER, SCHOOL shall provide supervisory personnel responsible for all students. SCHOOL will indemnify and hold harmless CITY from any liability CITY may incur for any injury or harm resulting from use of AQUATIC CENTER by SCHOOL, its students, athletes, coaches and spectators. CITY agrees to provide a safe indoor swimming facility for this use. Further, SCHOOL shall maintain, throughout the term of this agreement, usual and customary liability insurance for activities at the AQUATIC CENTER naming CITY as additionally insured.

Section 7. The SCHOOL shall conduct a Water Quality Test before the use of the facility. The test will be performed by a representative of the SCHOOL or a member of the swim team that is a certified Pool Operator.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the Mayor of the City of Columbus, Nebraska and attested by the City Clerk of Columbus, Nebraska, and by the President of the School Board for School District No. 1 of the City of Columbus, Platte County, Nebraska and attested by the Secretary of the School Board.

Executed by the City of Columbus this 14th day of October, 2018.

By:

Attest:



Mayor



City Clerk



APPROVED AS TO FORM

By 

City Attorney

Executed by School District No. 1 of the City of Columbus, Platte County, Nebraska this

10 day of October, 2018.

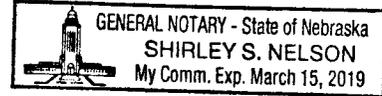
Shirley S. Nelson

By:

Attest:



President



Secretary

4. **Cancellation of December 2020 meeting.**
5. **Report of Public Property Director.**



The City of **Columbus**

PUBLIC PROPERTY DEPARTMENT

Director (402) 562-4240

Fax (402) 562-4265

October 2020

Monthly report

Park Department

- Platte County is now in Phase IV DHM's
- Collecting COVID- 19 waivers from all fall activities
- Social distancing in place for any use of the parks
- Wilderness Park soccer season is now complete for this year
- Youth football at Bradshaw Park has completed the season
- Pawnee Park baseball field agri-lime work is complete
- Extra agri-lime will be placed at Gerrard Park and Armory Field
- All tennis outdoor lighting checked and clocks adjusted daylight savings time
- Repairing and painting some benches in Frankfort Square that have been chipped
- New playground equipment at Sunset Park is being installed
- New bleacher shades at Bradshaw Park are being installed
- Construction complete on Bradshaw batting cage.
- Construction complete minor league backstop at Centennial Park
- Small shelter construction at Bark Park, Eagle Scout complete
- Glur Park shelter roof construction is complete
- Fall fertilization and broad leaf weed control is complete
- Over seeding areas of the park system
- CHS softball season complete, along with CSA tournaments
- Planting 45 trees throughout the park system, a large share at Sunset Park
- Part of the Community Tree Recovery Program sponsored by the Arbor Day Foundation with funding provided by the Peter Kiewit Foundation

Aquatics report

- Have started lifeguard training, doing as many classes as possible
- Preparing for CHS swim season
- Have signed up staff for pool op training in Bellevue in December
- Outdoor lighting improvements at Pawnee Plunge complete
- New employee Bryn Cech has started at the Aquatic Center

Golf report

- Landscapes Unlimited is almost complete with irrigation repairs
- Documenting any secondary work for FEMA
- Fall aeration is complete
- Started fall fertilizing and broadleaf weed control
- Over seeding areas of the courses
- Placed new wood posts and cable along west side of Van Berg adjacent to Stires Lake

A. Park Department.

B. Aquatics Department.

**COLUMBUS AQUATIC CENTER
MONTHLY ACTIVITY REPORT
September**

	2020	2019	2018
Attendance			
3 & Under	21	7	5
Child	189	185	160
Adult	76	90	132
Senior	4	2	5
PT/Caregiver	2	0	8
Programs	110	0	22
Lessons	156	33	124
AC Member Passes	893	1070	1056
Total Swimmers:	1451	1387	1512
Average Daily Swimmers:	(31 days) 47	(28 days) 45	(28 days) 54

Income

Passes	\$ 1,165.00	\$ 1,555.00	\$ 2,350.00
Admissions	\$ 941.50	\$ 934.50	\$ 1,046.50
Swimming Lessons	\$ 1,160.00	\$ 330.00	\$ 220.00
Red Cross Classes	\$ -	\$ 125.00	\$ -
Uniforms	\$ 30.00	\$ -	\$ -
Programs	\$ 165.00	\$ 450.00	\$ 305.00
Sales	\$ 22.00	\$ 4.00	\$ 7.00
Building Rentals	\$ 100.00	\$ 300.00	\$ 260.00
Equipment Rentals	\$ 12.50	\$ 248.00	\$ 63.00
Misc. Revenue	\$ -	\$ -	\$ -
Over/Short	\$ -	\$ 17.25	\$ -
	\$ 3,596.00	\$ 3,963.75	\$ 4,251.50

ANNUAL ACTIVITY REPORT (October 2018 - September 2020)

	2020	2019	2018
Total Swimmers	15,822	19,809	22,529
Income	\$ 50,362.00	\$ 71,486.25	\$ 75,827.52

Closed for March
March 16th - June
29th due to COVID

Reminder: The income that you see is the money brought in at the front desk of the Aquatic Center only. Any other income like donations, some building rentals, some sales, etc. are not on these reports. This is not a complete financial report.

C. Golf Department.

2020 SEPTEMBER 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				
Aug		2909	1777	1544	948	1094	421				
Sept		2184	1154	582	421	376	187				
Oct			578		65		37				
Nov			295		19		21				
Dec			108		27		45				
TOTAL		15715	10083	5615	4413	4699	3588				

2014-2018
5 year ave
\$470,041.56

Total Revenue Comparison to 2019
Plus 21%

	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-SEPT 2019	2019	9,102	7,787	16,889	X	270,054.11	106,172.73	82,683.33	81,198.05	Jan-SEPT 2019
Jan-SEPT 2020	2020	15,715	10,314	26,029	X	326,641.20	151,917.13	92,633.51	82,090.56	Jan-SEPT 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 10/180
Rentals 2/66
99.10 / 1625.66

FootGolf 2020
Players 9 / 82
Rentals 7 / 75
103.75 / 976.70

* 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	9
40-59	3	3	8	5	6	8	9	8	7	8	3	4
60-79	2	8	9	11	14	12	13	14	14	14	3	3
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	17

6. Adjournment.