

Board of Parks Commissioners  
Tuesday, January 3, 2023 12:00 PM  
Council Chambers  
2500 14 Street  
Columbus, NE 68601

The Mayor and City Council reserve the right to go into closed session as per Section 84-1410 of the Nebraska Revised Statutes. A current agenda is on file at the office of the city clerk at City Hall, 2500 14 Street, Columbus, Nebraska. For more information, call 402-562-4224 or visit our website at [www.columbusne.us](http://www.columbusne.us).

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

# Open Meetings Act

## **Neb. Rev. Stat. § 84-1407. Act, how cited.**

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

## **Neb. Rev. Stat. § 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.

## **Neb. Rev. Stat. § 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; and

(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) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

## **Neb. Rev. Stat. § 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;

(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; or

(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.

**Neb. Rev. Stat. § 84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual meetings authorized; emergency meeting without notice; appearance before public body.**

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site; or

(B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) 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 (i) twenty-four hours before the scheduled commencement of the meeting or (ii) 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) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as

would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. 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, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. 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 virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, 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 virtual conferencing. 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 to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in Open Meetings Act

number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsections (5) and (6) of section 84-1413.

**Neb. Rev. Stat. § 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, a 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, including meetings held by virtual conferencing. 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 shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(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 virtual conferencing 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; and

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

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, 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, either in paper or electronic form. 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.

**Neb. Rev. Stat. § 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.

(7) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public web site the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the web site at least twenty-four hours before the meeting of

the governing body. Minutes shall be placed on the web site at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public web site for at least six months.

**Neb. Rev. Stat. § 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.

**Neb. Rev. Stat. § 84-1415. Open Meetings Act; requirements; waiver; validity of action.**

No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

**2. Minutes of November 1, 2022, meeting.**

BOARD OF PARKS COMMISSIONERS  
NOVEMBER 1, 2022

A regular meeting of the Board of Parks Commissioners of the City of Columbus, Nebraska, was convened in open and public session on November 1, 2022, at 12:00 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance by posting at Columbus City Hall, Columbus Public Library, and Platte County Courthouse on October 28, 2022, with an affidavit of posting being on file in the office of the city clerk. Notice of this meeting was given simultaneously 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.** Chair Hansen announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Members Jon Brezenski, Robbin Cutsor, Jack Gutierrez, Brad Hansen, Sandra Jochens, Nick Larson, Gary Puetz, Bruce Schmidt, and Lynn Sjuts. City staff members included Public Property Director Doug Moore, Park Superintendent Tom Ek, Park and Recreation Manager Betsy Eckhardt, Aquatic Park and Recreation Coordinator Joe Krepel, and Account Clerk II/Records Clerk II Linda Nickeson. Also present was Mayor James Bulkley.
2. **MINUTES OF OCTOBER 4, 2022, MEETING.** The minutes were approved as presented with a motion by Jochens and a second by Larson. Brezenski, Cutsor, Gutierrez, Hansen, Jochens, Larson, Puetz, Schmidt, and Sjuts voted "Aye" and none voted "Nay".
3. **PROPOSED CHANGES TO AQUATIC HOURS AND FEES.** Krepel reviewed the proposed Aquatic Center hours for spring and summer 2023 pointing out that Aquatic Center fees will remain the same. Discussion was held regarding clarification of the fall and winter hours to avoid possible misconceptions from patrons. It was recommended to clearly list all Aquatic Center hours including verbiage stating that they are subject to change based on staff availability. Krepel reviewed in detail the proposed hours, fees, and special events for the 2023 Pawnee Plunge season. Eckhardt pointed out that all patrons attending open swim Monday through Thursday from 12:00 p.m. to 5:00 p.m. will be wrist-banded allowing them to return for open swim from 6:30 p.m. to 8:30 p.m. at no additional cost. Discussion was held regarding holiday hours and concurrence was that they be the same as weekend hours. A motion to recommend approval of the proposed hours and fees was made by Gutierrez and seconded by Brezenski. Brezenski, Cutsor, Gutierrez, Hansen, Jochens, Larson, Puetz, Schmidt, and Sjuts voted "Aye" and none voted "Nay".
4. **CANCELLATION OF DECEMBER 2022 MEETING.** The meeting was cancelled with a motion by Schmidt and a second by Larson. Brezenski,

Cutsor, Gutierrez, Hansen, Jochens, Larson, Puetz, Schmidt, and Sjuts voted "Aye" and none voted "Nay".

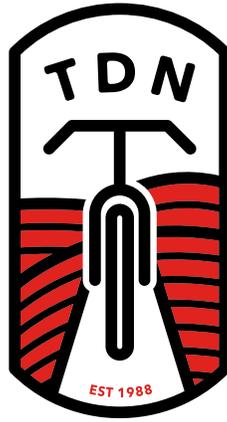
Bulkley left the meeting.

5. **PUBLIC PROPERTY DIRECTOR REPORT.** Moore reviewed activity in the parks as well as the golf courses noting that Quail Run closed for the season October 11th.
6. **ADJOURNMENT.** The meeting adjourned at 12:50 p.m.

OFFICE OF THE CITY CLERK  
: Linda Nickeson

**3. Request of Tour De Nebraska to camp overnight in Pawnee Park, Tuesday, June 20, 2023.**





## TOUR DE NEBRASKA'S HANDBOOK

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- Welcome Letter
- What is Tour de Nebraska?
- 2023 Proposed TDN Route
- Tour de Nebraska Start and End Host Town Checklist: Columbus
- Tour de Nebraska Checklist for Host Towns
- Checklist for TDN Headquarters
- Remote Rest Stops
- Suggested Menus
- Awards Information
- Tour de Nebraska Give Back Program
- TDN Banquet (Hastings)

2023

TO: POTENTIAL 2023 TOUR DE NEBRASKA HOST COMMUNITIES

Dear Friends:

Thank you for accepting our invitation to serve as an official Host Communities for the 2021 Tour de Nebraska bicycle tour. The dates for our 2023 Tour de Nebraska are: June 21-25, 2023. We expect 400 plus riders from 25 states to join us next year.

This packet of information is designed to help you prepare for our visit next summer. We hope that you view this event as a partnership between your community and Tour de Nebraska. Together, our goal is to make the most successful event for our riders and also your community. We hope you see this as an opportunity to celebrate and share your community, your citizens, history, etc. with people from across the country! Every town has something to be proud of and we want to help you make this a fun and wonderful experience for your community and Tour de Nebraska!

Please remember, you can call me anytime with questions. We are here to support you!

We are excited about the 2023 Tour de Nebraska and hope you are too!

Sincerely,

Charlie Schilling, Director  
[Schilling.Charles@gmail.com](mailto:Schilling.Charles@gmail.com)  
402-320-3384

website: [www.tourdenebraska.com](http://www.tourdenebraska.com)



# TOUR DE NEBRASKA:

**It's not just another bicycle tour,  
It's an adventure!**

Tour de Nebraska is a fully sagged, 5-day bicycle tour of beautiful rural Nebraska. Tour de Nebraska was founded in 1988 to provide a fun way for cyclists to experience the beauty and friendliness of rural Nebraska. Since then, people of all ages from nearly every part of the world have ridden Tour de Nebraska, and call it the most memorable adventure of their lives!

Tour de Nebraska sags your gear, plots the most gorgeous route possible and takes care of meal and camping arrangements. You are truly on your own—no schedules, no deadlines, and no kids (unless you want to bring them)! All you have to do is pedal and enjoy the amazing scenery available only in Nebraska.

Tour de Nebraska is unique because it is only 5 days (Wednesday-Sunday) and a circle tour, which means riders enjoy the convenience of starting and ending at the same place. We also limit our ride to allow for meaningful interaction between riders and the quaint communities we visit. We accept up to 550 cyclists, and our team provides excellent service to each and every one! Our daily mileage ranges from 40-65 miles, making Tour de Nebraska an especially perfect multi-day tour for first-timers or seasoned veterans! Many return year after year—that's why we say, "Tour de Nebraska is like a family reunion on wheels!"

Charlie and Kim Schilling became directors of the Tour de Nebraska in July 2017. The Schillings look forward to taking Tour de Nebraska to the next level of bicycle tourism in the state!

***Make Tour de Nebraska a part of your summer!***

***For more information, contact:***

***Charlie Schilling, Director***

***[Schilling.Charles@gmail.com](mailto:Schilling.Charles@gmail.com)***

***402-320-3384***

**[www.TourdeNebraska.com](http://www.TourdeNebraska.com)**

**2023 TOUR DE NEBRASKA**

**35th Anniversary Tour de Nebraska**

**June 21-25, 2023**

**PLEASE KEEP THIS INFORMATION CONFIDENTIAL UNTIL SATURDAY, SEPTEMBER 24**

**Tuesday, 6/20: PRE-TOUR OVERNIGHT:** Columbus  
**Wednesday, 6/21:** Columbus to Albion, 44 miles  
**Thursday, 6/22:** Loop, 55 miles  
**Friday, 6/23:** Albion to Norfolk, 58 miles  
**Saturday, 6/24:** (Option Day) Loops, 37 miles, 58 miles, 101 miles  
**Sunday, 6/25:** Norfolk to Columbus, 61 miles

**Total Est. Miles: 255 miles**

**Notes:** We have never been to Columbus or Norfolk. We have been in Albion in 1991 and 2001.

Rest Stops:

Day 1: Columbus to Albion, 44 miles

Monroe 12

Genoa 9/21

Saint Edward 10/31

Albion 13/44

Day 2: Albion Loop, 55 miles

Remote Rest Stop (RRS) 13

Belgrade 8/21

Cedar Rapids 8/29

RSS 13/42

Albion 13/55

Day 3: Albion to Norfolk, 58 miles

Newman Grove 16

RRS/Kalamazoo 12/28

Battle Creek 14/42

Norfolk 16, 58

Day 4: Norfolk Loop, 38 miles

RRS 10

Madison 9/19

RRS 9/28

Norfolk 10/38

Day 4: Norfolk Loop, 58 miles

RRS 10

Madison 9/19

RRS 12/31

Battle Creek 7/38

Norfolk 20/59 (\*edge of Norfolk is 49 miles)

Day 4: Norfolk Loop, 101 miles

RRS 10

Madison 9/19

RRS 12/31

Lindsay 9/40

Newman Grove 8/48

Rose Hill Church 10/58

Tilden 13/71

Battle Creek 15/86

Norfolk 15/101

Day 5: Norfolk to Columbus, 61 miles

Stanton 15

Leigh 18/33

Creston 9/42

RRS 10/52

Columbus 9/61



**Start and End Host  
Community Responsibilities**

## Columbus, Nebraska

Tour de Nebraska is a circle tour, which means it starts and ends at the same location, which is designated as our Start and End Host Community. Basically, we'll show up on Tuesday night then leave Wednesday morning and return on Sunday morning, 5 days later.

### Here is a list of things we need from our Start and End Host Community:

#### NIGHT BEFORE: TUESDAY, JUNE 20:

- 1. Tent camping and indoor camping:** This is for people who travel in the night before the ride starts on Wednesday morning. Some will stay in nearby motels or B&Bs; or host homes if needed. Others will prefer to camp indoors or outdoors. Indoor and outdoor camping can be at the high school. We anticipate up to 350 people will arrive on Tuesday evening, however this number will depend on our final number.
- 2. Set up Tuesday afternoon:** We will need about 10 registration tables and an opportunity to set up registration materials (t-shirts, jerseys, cups, etc.) in a secure area at the high school (TDN Headquarters).
- 3. Eight (8) volunteers the night before Tuesday, June 20 (4-7 p.m.) and the morning of the Tour (5:30 a.m.- 7:30 a.m., Wednesday, June 21).** Volunteers will help set up, direct cyclists to parking area, dinner, breakfast, etc. and help with check in. We provide TDN swag and breakfast to all volunteers!
- 4. Fundraiser Dinner for Cyclists and Community:** Spaghetti feed or BBQ is perfect; invite the community to maximize your earnings. Also alert local cafes, bars and restaurants. Best time is: 5 p.m. - 8 p.m. Estimated number: 400. Hopefully early check-in can be located at TDN Headquarters.
- 5. Parking:** We need 5-day, secure parking for about 150 cars. Hopefully, we can arrange this to be located at or very near the breakfast site.
- 6. Breakfast meal. 5:30 a.m.-7 a.m. (Wednesday, June 21):** TDN sponsors and pays for this meal. This is a great opportunity for a fundraiser for a school team, community project, etc. Ideally, TDN will pay a \$5 per person that goes through the breakfast line. We estimate 300 people will go through the line. Please have enough hot coffee the first day! Last year, the \$5 per person got the riders three items (fruit, bagel, breakfast burrito) and if they wanted another item it cost the riders an extra dollar (waffles or yogurt) per extra item, as an example.

A school cafeteria or open space with tables and chairs works best for the welcome breakfast. The riders will be going in and out loading the truck and checking in, and getting breakfast. It's a little chaotic as people are excited for the tour to begin!

- 7. Finnish Line Festival:** Create a fun welcome home/ending for the riders. This can be done with a homemade decorative finish area and locals to cheer home and greet the riders. You can add in a DJ that

can welcome and greet the riders between songs. Having cold bottled water or healthy snack available would be a treat for the riders. The majority of the riders expect to arrive between 10 a.m. – 1:00 p.m.

**7. Showers on Sunday, June 21:** We will return to your community on Sunday morning from 8 a.m.-2 p.m. and will need access to showers for riders who want to clean up before their trip home. They are fully equipped with soap and towels.

**Other:**

- ✓ Signage in and around TDN Headquarters to the parking, breakfast, indoor camping, outdoor camping, showers, and restrooms.

**Provided by Tour de Nebraska:**

1. Ongoing organizational support and experience between now and June 2023! We will do a site visit in August to meet with you and your committee.
2. Pay a local organization for breakfast, \$5 per person that goes through breakfast line, estimated 300 riders.

**Charlie Schilling, Director**  
**Tour de Nebraska**  
**Schilling.Charles@gmail.com**  
**[www.tourdenebraska.com](http://www.tourdenebraska.com)**

*P.S. We are committed to working with you on every detail to make sure this is a successful experience for your community and our 2023 Tour de Nebraska cyclists.*



**TOUR DE NEBRASKA Checklist for Host Towns (Albion &**

## Norfolk)

This checklist will help your community prepare for hosting the Tour de Nebraska bicycle ride. Please share as many details as possible by March 1, 2023.

### **TOTAL NUMBER OF RIDERS AND STAFF: Est. 400-450**

#### **Estimated numbers based on 400:**

80-100 indoor campers

250-270 tent campers (200 tents)

50: All available motel/hotels (est. 40 rooms)

**1. SELECT PLANNING COMMITTEE:** Assign a Tour de Nebraska committee within your community (chamber, city, community club, etc.). Begin making plans for meals and entertainment, etc. We need one “point person” to help us coordinate activities in your town. Have others help—spread around the fun!

- TDN Committee Chair: \_\_\_\_\_
- Work phone: \_\_\_\_\_
- Cell phone: \_\_\_\_\_
- Email: \_\_\_\_\_

**2. SECURE INDOOR CAMPING FACILITY** (we need this regardless of weather conditions) AND SHOWERS: High schools (or other designated indoor camping location) should be available from 9 a.m. day of arrival – 8 a.m. the following day. *Riders need access to showers, restrooms and indoor places to sleep at all times during their stay, regardless of the weather.*

- The indoor camping facility is: \_\_\_\_\_ which is \_\_\_\_\_ blocks from the showers and \_\_\_\_\_ blocks from the tent camping site.
- Turn off motion detectors
- Provide signs to showers
- Provide plenty of toilet paper and trash cans
- Air-conditioning is preferred
- Provide plenty of trash cans in and around TDN headquarters.

**3. SECURE OUTDOOR CAMPING FACILITY:** Est. 200 tents. We need camping space for up to 200 tents (around high school or indoor camping location is best). Shaded parks work well especially if located near the indoor sleeping location and/or showers. If there are areas you do not wish us to use for camping, please have a volunteer inform people or stake off the areas with “please do not tent here” signs. We can also put this information in our Tour de Nebraska app. We are very respectful of property and make every effort to leave our accommodations as we found them (or better)!

- The outdoor camping location is: \_\_\_\_\_ and is \_\_\_\_\_ blocks from the indoor camping site.
- \_\_\_\_\_ Number of outdoor restrooms open all night with plenty of toilet paper.

- Notify local police so they can help prevent overnight disturbances (kids doing “donuts” at the park late at night, etc.), which can leave a negative impression of your community. Cyclists need sleep.
  - Turn off outdoor sprinklers at tent camping location so there’s no middle of the night surprises!
3. **PORTA POTTIES:** We need 6 port-a-potties next to the outdoor camping area in groupings of 3 (around school or park).
4. **SHUTTLE SERVICE:** Provide a shuttle service from TDN Headquarters to downtown, showers, motel, pool, supper venue, etc. from 11 a.m.-8 p.m. to carry shower gear, etc. if the areas are more than a few blocks apart. 2-4 pickup trucks, hayracks or shuttle vans work well. Some people may need transportation for their bikes. No shuttles are needed in the a.m. as TDN will pick up luggage from motel sites the morning we leave your town.

Shuttle Service Coordinator: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**6. EVENING MEAL\* (Wednesday-Friday):**

- Serve evening meal from 5-7 p.m. Suggest \$6-\$8/per person, all you can eat. Please provide vegetarian and gluten free options. Sample menus are available in this packet. If you have few or no restaurants in town and provide a community meal, you will have a big turnout (400-450). If there are good restaurant options available, cyclists will spread out to other options and fewer will attend the community meal.
- Menu: \_\_\_\_\_
- Est. Cost: \_\_\_\_\_
- Sponsoring organization or restaurant: \_\_\_\_\_
- Goodwill cause: \_\_\_\_\_
- Contact name and number if different from community contact: \_\_\_\_\_

**\*Exception is Saturday, when we have the TDN Awards Ceremony/Street Festival. We will partner with food trucks and/or local food vendors for this event!**

**7. BREAKFAST:**

- Breakfast is served from 5:30 a.m.-7 a.m. for \$4-5/per person. Provide vegetarian and gluten free options ala carte. Sample menus are provided with this packet. **Plan on at least 400 (or 90% of our final number), more if there isn’t a town close by.** Note: *If there is a place to stop for breakfast within 15-20 miles on today’s route, your turnout will be lower.*
- Menu: \_\_\_\_\_.
- Provide LOTS of coffee EARLY!! Cyclists love their coffee!
- Est. cost: \_\_\_\_\_
- Sponsoring organization or restaurant: \_\_\_\_\_
- Goodwill cause: \_\_\_\_\_

**8. ENTERTAINMENT: There are 3 good times to provide entertainment:**

**When riders roll into town (11 a.m.-2 p.m.):** Think about doing something fun as the cyclists roll in – like providing music. Make a great first impression!

**4 p.m.:** Have a local historian, speaker, fun business, entertainment, movie, etc. at the campground or school. People love to hear about the local area. 45 minutes maximum. Many of our cyclists come from out of state, or are unfamiliar with this area of Nebraska.

**7 p.m.:** After dinner, live music in the park or other locale is appreciated, maybe with dessert! Other after dinner entertainment ideas include ice cream social (goodwill donations work well), sing-alongs, museum access, local entertainment, swimming, baseball games, dance troupes, karaoke, etc. Make it open to the community! Notes: Most cyclists are in bed by 10 p.m. Saturday street festival intends to have live music starting at 5:30 p.m.-7p.m., 7 p.m. awards ceremony, 2<sup>nd</sup> music set 7:30 p.m.-9 p.m.

**9. MOTELS and B&Bs: Please provide us a list of your motels and B&Bs.** We estimate we will need 40-50 rooms if available. We need to have motels block up to 40 rooms blocked by September 1, 2023 for Tour de Nebraska.

**10. HOST HOMES (IF NEEDED):** If your town does not have sufficient motel or B&B rooms available, we need some locals to provide some “host homes” to riders. This is a fun way for cyclists and locals to intermix. The cyclists only need a bed, shower, maybe a towel and transportation to and from the campsite. They will bring their own toiletries and do not need meals. The easiest way to do this is to list a local contact for riders to call or email about arrangements. We suggest a rate of \$25 per person. Approximately 20-30 rooms will be needed if no motel or B&B is available. Please also let us know if there are homes to rent for the day and evening.

Host Home Coordinator: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**11. Restaurants: Please provide us a list of your restaurants.** Over 400 riders will be looking for dinner between 5 p.m. – 8 p.m. Prepare them to have a special TDN menu if this can streamline their menu and a plan to provide excellent service.

**12. Local Attractions: Please provide us a list of your local attractions.**

**13. EMERGENCY PLANS:** Provide an emergency shelter in case of severe and dangerous weather. The indoor camping location usually serves this purpose. We work with the Emergency Management Agency to provide alerts to our riders during Tour de Nebraska.

- Emergency shelter location is: \_\_\_\_\_
- Name of local authority to contact in case of emergency: \_\_\_\_\_

- Phone: \_\_\_\_\_

### **DAY OF RIDE!**

**1. ROAD SIGNAGE:** TDN will mark the route to and from TDN Headquarters.

**3. WELCOME COMMITTEE AT PARK OR HIGH SCHOOL:** Host Committee Welcome Stand at TDN Headquarters to welcome riders as they arrive to town, direct them to camping site, showers, hand out maps of the town indicating meal sites, answer questions. This should be set up from 11 a.m.- 5 p.m. the day we arrive in your town. You might want to have a cooler of lemonade, ice, water and music available. Make a good first impression! This is a great way to get your Chamber or Community Club volunteers involved. Also, we ask that the welcome committee partner with a local healthcare agency to provide a local hospital partner on site and/or first aid support to any rider in need. First aid kit includes: ointment for road rash, bandages, tape, scissors, etc.

- Healthcare / First Aid provider: \_\_\_\_\_

**3. SUPPORT AT TDN HEADQUARTERS:** Our Penske driver will arrive at TDN Headquarters around 9 a.m. Charlie Schilling will communicate instructions where the drivers should park the 24' and 16' Penske trucks. His mobile number is: (402) 320.3384.

- Person meeting Penske at TDN Headquarters: \_\_\_\_\_
- Phone #: \_\_\_\_\_

**4. UNLOADING PENSKE:** Please arrange with a youth sports team or other group to help unload the Penske when it arrives around 9 a.m. on Wednesday and Friday (6 or more people who are capable of lifting and dragging large duffel bags.) This is an extra but very much appreciated!

- Yes, we will help unload the Penske! Sponsoring group:  
\_\_\_\_\_
- Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

**5. ICE AT TDN HEADQUARTERS:** Soon after Penske is unloaded, we will need at least 80# of ice each day, so the Penske doesn't have to make a trip back into town. Sometimes, we can get ice from the ice making machines at the school.

**6. SHUTTLE SERVICE:** Provide a shuttle service from TDN Headquarters to downtown, showers, motel, pool, supper venue, etc. from 11 a.m.-8 p.m. to carry shower gear, etc. if the areas are more than a few blocks apart. 2-4 pickup trucks, hayracks or shuttle vans work well. Some people may need transportation for their bikes. No shuttles are needed in the a.m. as TDN will pick up luggage from motel sites the morning we leave your town.

**7. TDN Hospitality:** From 1p-3p after the ride, TDN hosts refreshments including keg beer for the riders. All riders must have their official registration wristband and cup to imbibe. Please help us find a location for this private event. At any given time, there are no more than 200 people depending on the location.

**8. Shower Truck:** TDN contracts a shower truck and shower service with Bikes To You. TDN will work with local officials to determine the best location based on water and sewer and location to tent campers. TDN will apply for any related city permit that is required.

## **Tour de Nebraska Headquarters' Checklist**

### **Dear Host Committee:**

Thank you for allowing us to use your facility for indoor and outdoor camping for our Tour de Nebraska cyclists. We work very hard to make sure that all cyclists are respectful of your facilities during our visit and clean up after themselves. We have a very successful track record working with schools and other facilities over our 30-year history and we want this to continue!

**What to Expect:** The 16' and 24' Penske trucks will arrive around 9 a.m. and will need to park in a place that has space to unload the gear of 400 cyclists and will not be in the way of your activities. Riders will

start arriving around 11 a.m. and will continue through mid-afternoon. Upon arrival, they will set up their tents or indoor camping space, then shower.

**The following is a list of items that we need for our visit:**

- Plenty of trash containers (indoor and outdoor) to help us clean up after ourselves. Consider recycling containers for aluminum and plastic!
- Signs to locker rooms and indoor sleeping areas. Also signs to indicate any areas that are off-limits (indoor and outdoor).
- If possible, provide the WIFI password ahead of time because this is a very common question!
- Shut off outdoor sprinklers in the outdoor camping area so to not disrupt the campers.
- Consider shade tents if there is no shade (FB fields, around schools).
- Deactivate light motion sensors in sleeping areas.
- Plenty of toilet paper in locker rooms and rest rooms.
- Need 4 port-a-potties near outdoor camping location in groups of 2. Provide hand sanitizer.
- If possible, provide wrestling mats for sleeping pads (not necessary but very much appreciated!)
- Emergency cell phone number for building supervisor.
- Map indicating where we should park the Penske, unloading gear area, entrance doors to indoor camping area.
- Information about camper hookup locations.



## **Tour de Nebraska**

### **Checklist for Remote Rest Stops**

Tour de Nebraska typically arranges for a rest stop every 10-15 miles along our daily routes to provide food, drinks, rest and restrooms to our cyclists. Cyclists burn a ton of calories and need lots of nourishment! In more populated areas, towns with cafes, bars, grocery stores or restaurants provide the amenities we need to keep our cyclists safe and healthy.

When we are traveling longer distances through more remote areas, we ask nearby communities to help us staff rest stops at

shady spots, abandoned towns, ranches, farms or other suitable areas. This can be a wonderful opportunity for community groups (4-H, FFA, church, school, baseball teams, etc.) or anyone interested in making some extra money selling food and drinks to the cyclists.

Once we identify the area needing a remote rest stop, we'll work with you to identify a specific location and a community group that might be interested in helping us. All rest stops are eligible for the "Best Rest Stop Award" on a vote of the cyclists at the end of the tour. This award is a \$350 cash donation!

**Basic Requirements of a Remote Rest Stop for 400 cyclists:**

1. Be located near the route and no farther than ¼ mile of gravel if possible.
2. Depending on where they are located on the route, the rest stops need to be set up and available for an est. 2-4 hours.
3. Provide food and drinks for purchase a la carte or free will donation:
  - Granola Bars
  - Trail mix (nuts, dried fruit, etc.) in baggies
  - PBJ sandwiches
  - Cheese sandwiches
  - PIES (most popular!!)
  - Fruit—bananas, oranges, watermelon, etc.
  - Lemonade
  - Cinnamon Rolls
  - Gatorade or similar energy drinks
  - Breakfast burritos
  - Smoothies
  - Coffee
  - Not too many sweets
4. Restrooms or porta potties if necessary (Tour de Nebraska will cover cost of porta potties). Make sure you have plenty of toilet paper and hand sanitizer in porta potties.

**Other fun things we appreciate:**

- Music or other simple entertainment.
- Shade or shelter.
- Seating (can be benches, chairs or even soft grass!).

**Benefits of Staffing a Remote Rest Stop:**

- Opportunity to meet friendly cyclists of all ages from 18 different states.
- Opportunity to exhibit the hospitality and friendliness only rural Nebraska can offer!
- Chance to make some extra cash.
- Opportunity to help others and create awareness about your organization.
- Eligibility for a \$350 cash award from Tour de Nebraska if voted the "Best Rest Stop" by cyclists at end of the tour.

## **Tour de Nebraska Suggested Menus**

*(There will always be about 25-30 vegetarians/non meat eaters and another 15-20 who require gluten-free diets so please plan your menus accordingly).*

*Also, it's wise to coordinate with other towns to make sure we don't have the same meal in every town!! More detailed meal information will be available in the itinerary that will be available in March.*

*\*Indicates most popular!*

### **Good Breakfast Menus\***

Egg casseroles (make vegetarian options)

\*Scrambled eggs

Sausages

Breakfast burritos

\*Pancakes (always very popular!)

Cut up fruit

COFFEE (early and lots of it!)

Water (to fill up water bottles)

*Note: Vegetarian options should be available*

*(or enough other fixin's)*

*Price a la carte or free will offering*

*Or \$4-\$6/per person*

### **Good Lunch Menus**

Sandwiches (meat and cheese, some just cheese)

Sloppy Joes

Salads

Taco bars\*

Baked potato bars\*

PB&J bar—with all the fixin's

*Price a la carte or free will offering*

*Or \$4-\$6/per person*

### **Good Supper Menus\***

Hamburgers and brats

Spaghetti or pasta

Grilled chicken

Salads

Taco bars

Baked potato bars

*\*Please provide vegetarian and gluten-free meal options*

*\$6-8/per person recommended*

### **Rest Stops**

Peanut Butter and Jelly Bar: Peanut butter sandwiches with lots of extra toppings\*

Granola Bars

PBJ sandwiches

Cheese sandwiches

PIES (very popular!!)\*

Fruit—Bananas are most popular

Lemonade

Cinnamon Rolls

Pancakes

Gatorade

Smoothies

Ice cream

Salty snacks

Not too many sweets

Coffee

*Free will offering works well!*



## **Tour de Nebraska Awards**

We are so indebted to everyone in all the towns we pass through on the Tour de Nebraska each year. Without your hospitality, the Tour wouldn't be nearly as fun or delicious! As a token of our appreciation, we offer the following incentives.

## Best Host Town

We will be giving out Tour de Nebraska's BEST HOST COMMUNITY awards, based on feedback from the riders by a survey we send out a few days after the ride.

## Best Rest Stop

Every year we offer \$350 to the best rest stop on the tour. Examples of winning efforts:

- Wood Lake, Nebraska organized a fun rest stop with fresh watermelon, PB&J sandwiches and provided horse-drawn wagon rides around town, cowboys and buggy rides.
- Liberty, Nebraska women won the prize for their aid station set up in a VFW Hall (air conditioned) stocked with homemade cinnamon rolls, pies, pop, coffee and lots of friendly faces!! Liberty women used the extra cash to buy American flags for the cemetery.
- Ewing, Nebraska had a combination of church groups and the local girl scouts to greet everyone (in the rain) for delicious homemade pie and other homemade goodies.



## Tour de Nebraska Emergency SAG Support

**All overnight communities are requested to have on standby a school bus in the event of severe weather. For example, if there is lightning, hail, severe wind or general storms, we would have access to transport riders and bikes from your overnight community to the next rest stop or overnight community. We are in communication with the National Weather Service through the local county Emergency Management Agency to get updated weather reports.**

**There is a minimum of one bus and driver on standby 9 a.m. to 2 p.m. the day of the departure for each overnight community.**

## **Tour de Nebraska Street Festival**

**Saturday, June 21, 2023**

**Norfolk, Nebraska**

Times: 4:30 p.m. – 9:30 p.m.

Schedule:

4:30 p.m. – Gates open / meal tickets start getting distributed by TDN staff / drinks served

5 p.m. – Meals begin  
5:30 p.m. – First set of live music  
7 p.m. – Awards Ceremony  
7:30 p.m. – Second set of live music  
9 p.m. – Music ends (could run longer if band and audience are having fun!)

**Location:** Local Brewery or Downtown destination

**Tables and Chairs:** We will invite riders to bring their own chairs. But, please have as much seating and dining and shade as possible for 400 plus people. The general public is welcome to join us!

**Food Trucks:**

We need at least three (3) food truck options. TDN will pay each food truck \$10 for each meal ticket redeemed at the end of the night. Variety and ethnic options are welcomed. Please also have at least one or more food truck vendor that has an entrée for gluten free and vegetarian.

**Estimated number of meals:** 350, includes 35 vegetarians, 20 gluten-free

**Questions?** Charlie Schilling, Director  
[Schilling.Charles@gmail.com](mailto:Schilling.Charles@gmail.com)  
402-320-3384



## Economic Impact Pledge

**Based on Institute for Tourism and Recreation Research, University of Montana presented at Bicycle Tourism Network, Tour de Nebraska has an estimated annual economic impact of at least \$404K, based on 400 riders over 5 nights.**

**With this in mind, we are asking the overnight communities to pledge the following minimum commitments:**

**Host towns - \$3,500 (based on two overnights in each town).  
This is based on \$1,750 per night.**

**This amount can be a combination of tourism grants, cash sponsorships and/or approved in-kind expenses (i.e. port-a-potties, ice and live music entertainment).**

**4. Columbus Youth Softball Association annual report.**

# INCOME/EXPENSE REPORTING FORM

Organization Columbus Youth Softball Assoc.

Year 22 Report

*Donations*

	Income	Expenses	Net
Fees			
Concessions	40,692.71	33,113.65	7,579.06
Tournaments	1,379.00		1,379.00
Special Events			
<del>Special Fund Raisers</del>	50.00		50.00
Entry Fees			
Registration Fees	39,354.67	35,946.35	3,408.32
<del>Other</del> <i>Interests</i>	3.23		3.23
<b>Total</b>	<b>81,479.61</b>	<b>69,060.00</b>	<b>12,419.61</b>

Park Improvements Completed

Cost


Park Improvements Planned

Estimated Cost


City Funding Requested

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Park Maintenance Expenses (Your cost for field preparation, irrigation, etc.)

Cost

Field prep	2400.00
Sprinkler Repairs	532.94

Number of Participants (List as appropriate for your organization, i.e., leagues.)

List of Board members & Park Department contact person.

Brent Johnston, Mike Jeffries, Ken Andreason,  
Josh Jaeger, Luke Seim, Eric Brabe,  
Kerry Okane

**5. Columbus Youth Baseball League annual report.**

# INCOME/EXPENSE REPORTING FORM

Organization Columbus Youth Baseball League at Centennial Fields  
 Year 2022 Report

	Income	Expenses	Net
Fees			
Concessions	18,000	15,000	3,000
Tournaments			
Special Events			
raffle- Special Fund Raisers	4,000	2,000	2,000
Entry Fees			
Registration Fees	16,000	18,000	- 2000
Other			
Total			3,000

Park Improvements Completed

	Cost

Park Improvements Planned

	Estimated Cost

City Funding Requested

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Park Maintenance Expenses (Your cost for field preparation, irrigation, etc.)

	Cost
Field Prep & chalk	3000
Fertilize etc.	600
Fix Pop cooler	900

Number of Participants (List as appropriate for your organization, i.e., leagues.)

List of Board members & Park Department contact person.

Next Page

## Board Members 2022

Stacy Steffen - President 402 750-9790  
Linda Smith - Secretary  
Brian Oppliger - Treasurer  
Dan Britt - Chief Umpire  
Erv Kopp - Concessions  
Joe Baechle - Equipment  
Craig McCollum -  
Christy Larson -  
Tim Sky  
Jeff Peabody - Scheduling

## Number of Kids

2022 - 218 Kids on 18 Teams  
2021 - 237 " " 20 Teams  
2020 - 206 " " 17 Teams

## Lakeview teams in our League

2022 - 65 Kids on 6 teams  
2021 - 51 Kids on 4 teams

**6. American Legion Baseball annual report.**

INCOME/EXPENSE REPORTING FORM - as of 12/14/2022

Organization: **American Legion Hartman Post 84 Baseball - 2022**

	Income	Expenses	Net
Coaches pay & expenses, player fee, sponsor fee	\$18,038	\$12,312	\$5,736
Concessions	\$12,586	*\$6,852	\$5,734
Tournaments (Entry Fees and return fees)	0	\$2,045	(2,045)
Special Events: 2 area tourneys, JRs, Class A&B	\$16,586	\$7,003	\$9,583
Insurance Fees/ other	0	\$708	(\$780)
Registration Fees	0	0	0
Umpires Fees (\$150 game) season & tourneys	0	\$7,060	(7,060)
Uniforms caps, belts, misc. capital costs, baseballs	0	\$6,836	(6,836)
Other: Income/Expense gate, other	\$19,433	\$4,294	**\$15,139
Baseball Camp Fundraiser 47 attendees	\$1,225	\$787	\$438
<b>Total</b>	<b>\$67,868</b>	<b>\$47,897</b>	<b>***\$19,971</b>

\* Concessions labor = \$5,580

\*\* Field Maintenance labor = \$1,875

\*\* Press Box labor = \$1,425

\*\*\* Regular season income = \$1K; Tournaments income = \$19K

Park Improvements Completed / In-process	Cost
Park Dept. re-seeded the infield and edged basepaths.	
Park Dept. installed new flagpole ropes.	
Park Dept. replaced seals on the bottom of concessions and ticket booth doors.	
City repaired parking lot.	
City installed new field lights.	
CBA purchased new lights for the scoreboard. Park Dept. installed.	~\$9,000
CBA purchased railings. To be installed by the CBA in the Spring.	~\$5,000
CBA painted and sided dugouts. (Received \$150 donation - Sertoma Club)	~\$450
CBA purchased new landscaping materials for the entrance to the ballpark.	~\$400
CBA replaced fence guards around both dugouts.	~\$450
Legion repaired field speaker and new speaker. Park Dept removed and installed.	~\$450

Misc. Improvements Completed / In-process	Cost
CBA, Legion, and Lakeview purchased a new pitching/fielding machine.	~\$2,850
Legion purchased a new pitcher's mound tarp, home plate and bases.	~\$650
CBA purchased new-used chairs for the press box.	~\$80
CBA purchased a new field drag for the tractor.	~\$150

Park Improvements / Maintenance Required	Cost
Add backstop net down first base line from current net to the dugout. Safety issues.	CBA, Park
Weather strip replaced on concession stand roll up doors.	Park
Build rake & hose rack. Build storage shed.	CBA, Park, Eagles Prog
Flag rope worn.	Park
<b>City Funding Requested</b>	Minimal

Number of Participants
16 Senior Players, 13 Junior Blues Players, 16 Junior Reds Players (Co-op with Lakeview)

List of Board Members
Colin Alexander, Steve Farmer, Ken Van Dyke, Nick Larson, Wendy Shotkoski, Traci Wickham, and Ken Robinson (Park Dept. Contact Person); 402-606-7202; <a href="mailto:ken.robinson@ymail.com">ken.robinson@ymail.com</a> - Hartman Post 84 Athletic Chair

**Other Significant Events:**

The Mariner's Tournament was held at the field on June 18 and 19: five games total.

Held the Class A Cornhusker League Seniors Playoff Game on July 11<sup>th</sup>.

Held Veteran's Appreciation Nights for all four teams on June 22 and July 29<sup>th</sup>.

Held a Youth and Fan Appreciation on July 6<sup>th</sup> during both the Columbus Seniors and Juniors games.

Held Class B Area 4 Junior Tournament July 8 – July 13<sup>th</sup>.

Held the Class A Area 6 Junior Tournament July 15 – July 20<sup>th</sup>.

50/50 Split-the-Pot

Donations to Color guard

CBA support

Park Dept Support, Tom and Betsy

CVB Support, Katy McNeil

## **Columbus Cornerstone Insurance Group Seniors**

Coach Cody Schilling

### 2022 Record:

22-10

### Tournaments:

Cornerstone Classic (York)

Won the Tournament with a 4-0 record.

Dakota Classic Sioux Falls

Went 3-2 lost in Quarter Finals.

### League:

Won Western Division of Cornhusker League

Lost the Championship game to Lincoln Pius.

### Post Season:

Qualified for State Tournament in Lincoln (National Division)

Went 2-2 finished 3rd

### 2023 Season Outlook:

We have a good Nucleus of players returning from last season as well as some good up and coming players from the Juniors. I think we'll be highly competitive this coming season.

---

## **Columbus OneUnited Federal Credit Union Juniors**

Coach Jimmy Johnson

### 2022 Record:

9-21

### Tournaments:

Sioux Falls tournament

Went 1-3

Hosted Class A area 6 District

Went 0-2

### Post Season:

#3 seed in District

Went 0-2. Eliminated by #1 Fremont

### 2023 Season Outlook:

Outlook for 2023 is a bit unknown. Lots of returners and lots of freshmen coming out so the possibilities are promising after a year of growth from last year.

**Lakeview Owens Wealth Advisors Reds**  
**Coach Mike Sloup**

2022 record:

10-7.

Post Season:

#2 in south division of Ralph Bishop League

Season Highlights:

The roster included players from LHS, CHS, and Scotus.

Had one, no-hit game and two, 1-hit games.

We were a very young team with over half our roster being 1st year legion players and they played at a high-level during parts of the season. Only 4 players will have to move up due to age.

2023 Season Outlook:

We had no issues with players or parents in 2022. We again had a great group of players and parents from all 3 schools, and we are looking forward to 2023.

---

**Lakeview Bank of the Valley Senior's**  
**Coach Travis Tessendorf**

2022 Record:

24-3

League:

Ralph Bishop League Champion

Post Season:

3<sup>rd</sup> place Class B

Area 4 District Champion

Season Highlights:

Currently have 3 players playing college baseball of the 2022 team. Cooper Tessendorf DII Northern State, Sam Kwapnioski Juco Northeast JC, Jacob Sjuts Juco DMACC.

Sam Kwapnioski hit over .500 on the season and hit 3 HRs in one game at the State tournament. We

had 4 other players, Cooper Tessendorf, Adam Van Cleave, Eli Osten and Kolby Blaser that hit over .400.

Cooper Tessendorf was our top pitcher. He went 12-0 with a 1.09 era.

As a team we hit 15 HRs and averaged 6 stolen bases a game.

2023 Season Outlook:

2023 Mike Sloup will take over as Head coach. We will be a younger team graduating 6 starters but have 3 returning starters with 6 with considerable game experience.

Travis Tessendorf will help coach with both teams and will continue to handle all scheduling and paperwork items. Both teams again will be in the Ralph Bishop league. This is the top baseball league in Northeast Nebraska and is a mixture of Class A, B and C legion teams.

**7. Columbus Baseball Association annual report.**

# COLUMBUS BASEBALL ASSOCIATION, INC.

P.O. BOX 1612 Columbus, NE 68602-1612

## *Helping Columbus Youth Discover Baseball*

### OFFICERS:

President: Tom Meays

Vice President: Ron Schilling

Secretary: Brad Hansen

Treasurer: Bernie Fleischacker

### BOARD MEMBERS:

Jason Bell

Steve Farmer

Jack Pekny

Travis Bock

Wade Fleischacker

Corey Reeder

Eric Ceder

Tom Freimuth

Ken Robinson

## INCOME/EXPENSE REPORT FOR ORGANIZATION: CBA Year 2022

### Income:

Beginning Balance	33,581.75
Fund Raising (Signs)	23,100
Totals:	56,681.75

### Expenses:

<del>Amer Leg (Hitting Mat)</del>	<del>389.89</del>
Schieffer Signs	3,295
Signage Hardware	31.85
PP Scoreboard Modules	9,865.40
Amer Leg (State Toumey) 1,050	
PP Field Rake	272.85
Amer Leg (Hitting Mat)	925
Sansoni Memorial	73.30
Storage Shed Shelving	226.78
PP Bleacher Rails	5,042.90
Totals:	21,173.07
Current Balance:	35,508.68

**8. Advertising signs located at Pawnee Park, Centennial Park, and Berne Square baseball fields for the 2023 baseball season.**

## **CBA Advertising Signs To Be Displayed Throughout the 2023 Baseball Season**

PP=Pawnee Park      C=Centennial Park      A=Armory (Berne Square)

American Legion. PP  
Bank of the Valley PP  
B-D Construction PP, A  
Behlen Mfg. PP  
BO's West. PP  
Casey's. PP  
Columbus Bank & Trust PP  
Columbus Community Hospital PP, A  
Columbus Motor Co. PP  
Columbus Public School Foundation PP  
Columbus Sales Pavillion PP  
Commonwealth Electric PP  
Cornerstone Bank Score Board  
Creston Fertilizer Co. PP  
Dusters-Gottberg Auto Co PP  
Godfathers Pizza PP  
Great Plains Building Supply PP  
Hometown Insurance PP  
Hy Vee Food. Store C  
R&S Track Maintenance PP  
Mead Lumber PP  
Mueller Sprinklers PP  
Northtown Stylist PP  
Pinnacle Bank PP  
Rivers Edge Convention PP  
Taco Johns PP  
Union Bank & Trust PP  
Woerth Const. PP  
Big 10 Sports Bar & Grill PP  
Columbus Carpet PP  
Columbus Junk Removal PP  
Columbus Steel Supply PP  
One United Federal Credit Union PP  
Ernst Auto Group PP  
First United Methodist Church PP  
Jimmy Johns. PP  
Owens Wealth Mgmt. PP  
Pekny & Associates PP  
Quail Run Golf Course PP  
Schieffer Signs PP  
Valmont PP

**9. Golf Professional Agreement with Douglas Dunbar.**

# **GOLF PROFESSIONAL AGREEMENT**

This AGREEMENT is made and entered into between the City of Columbus, Nebraska, a municipal corporation, hereinafter referred to as "CITY" and golf professional Douglas Dunbar, hereinafter referred to as "MANAGER"; and

WHEREAS, CITY is the owner of Quail Run and Van Berg Golf Courses and operates municipal golf courses and clubhouses therein; and

WHEREAS, MANAGER is a Class "A" PGA Golf Professional; and

WHEREAS, CITY desires the services of a qualified manager to operate the concessions and serve as golf professional for Quail Run and Van Berg Golf Courses.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, the parties agree as follows:

## **1. AGREEMENT**

CITY grants to MANAGER the exclusive privilege of operating business concessions and rendering professional golf services at Quail Run and Van Berg Golf Courses and Clubhouses for the period of time commencing on January 1, 2023 and ending December 31, 2027, in accordance with the terms and conditions hereinafter set forth.

## **2. SERVICES**

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

- establishment of all fees
- sale of alcohol (beer, wine and spirits)
- public relations
- teaching
- coaching
- promotion of golf play
- leagues
- tournaments
- outings
- pull carts
- motorized carts
- sales of equipment from the pro shop
- operation of the driving range
- operation of concession facilities

It is recognized that in providing the previously described services MANAGER will spend a considerable amount of time in service on the courses for the benefit of CITY and area golfers. Accordingly, CITY and MANAGER agree MANAGER shall be granted paid rest and

recuperation time as follows: at the conclusion of each golf season, MANAGER shall be permitted off-time each year beginning December 24th through the last Wednesday in January. MANAGER agrees and shall ensure that adequate, trained staff is available to operate CITY golf course(s) during such off-time should weather conditions allow play.

### **3. SUPERVISION BY MANAGER**

In addition to the services to be rendered by MANAGER as set forth in Section 2, MANAGER agrees to:

- supervise all activities within the part of the clubhouses designated by CITY for use by the public
- supervise all personnel in the employ of MANAGER
- supervise the performance of such duties and services in the clubhouses of both golf courses or adjacent thereto as may be included in the Agreement.

### **4. ESTABLISHMENT OF FEES**

MANAGER shall establish all fees for golfing and all of services provided by this Agreement. MANAGER shall submit a fee schedule to the City Administrator before July 15th of each year to be included in CITY's fee schedule and considered by the City Council.

In the establishing and setting of these fees MANAGER shall review similar fees at the following comparable golf courses and facilities:

- Comparable golf courses for Quail Run Golf Course:
  - Meadowlark Hills Golf Course, Kearney, Nebraska
  - Jackrabbit Run Golf Course, Grand Island, Nebraska
  - Green Valley Golf Course, Sioux City, Iowa
  - North Bend Golf Course, North Bend, Nebraska
- Comparable golf courses for Van Berg Golf Course:
  - Schuyler Golf Club, Schuyler, Nebraska
  - Buffalo Ridge Golf Course, Kearney, Nebraska
  - Steepleview Golf Course, Humphrey, Nebraska
  - South Ridge Golf Course, South Sioux City, Nebraska
  - Sun Valley Golf Course, Sioux City, Iowa

Unless otherwise agreed upon by the parties in writing, the fees MANAGER sets for the golf course properties must be at a minimum equal to the average of the fees set for the aforementioned comparable courses; however, MANAGER may set fees that are higher than the average for the aforementioned comparable courses.

### **5. GENERAL UPKEEP**

MANAGER agrees to keep the clubhouses in a clean and sanitary condition at all times. This shall include the concession areas, public restrooms, public lounges, pro shops, and general interior and immediate exterior maintenance (exterior maintenance shall include parking lots and cart storage area) at both Quail Run and Van Berg Golf Courses. All papers, rubbish, broken and empty bottles, garbage and other trash accumulating in the operation of the

clubhouses shall be picked up by MANAGER or his designee and placed in suitable containers. Goods, bottles, or empty containers shall not be sold, piled, or stored outside or inside of the clubhouses except upon written permission of CITY. MANAGER shall keep concession premises in a neat, clean, orderly, and sanitary condition at all times in conformance with the standards required by the City of Columbus and the State of Nebraska Department of Health.

**6. SOFTWARE**

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

**7. TELEPHONE**

CITY will waive reimbursement up to \$200 for non-personal business-related long-distance telephone calls each year of the contract.

**8. MONEY COLLECTION**

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

**9. PLAY**

MANAGER agrees to provide supervisory services during play to provide smooth starts on number one and ten tees and to monitor closely the transition from hole number nine to number ten tee at all times. Marshaling of play and course rules is required. MANAGER is required to provide help to leagues, outings, and tournaments for scoring, handicaps, scoring sheets, and etc. thereby enabling events to run smoothly.

**10. INSPECTION AUDIT**

MANAGER shall permit the examination and audit of all books and records of MANAGER relating to this Agreement by officers or representatives of CITY, and shall make said books and records available at all reasonable hours.

**11. STAFF**

MANAGER shall have adequate trained staff on duty in readiness to serve the public at such times as necessary to provide concession and professional golf services.

**12. IMPROVEMENTS**

MANAGER shall not remodel clubhouses and outside around clubhouses or install any permanent fixtures or additions to the clubhouses without first obtaining the written approval of CITY. All improvements shall become the property of CITY upon termination of this Agreement

unless the parties hereto agree in writing otherwise. Items such as signage, reserved parking, and building improvements need to be approved by CITY. It is understood and agreed that MANAGER owns the following and shall have the right to remove said items upon termination or expiration of this agreement: clubhouse televisions, overhead projectors, scoreboards, and draft beer cooler.

### **13. CITY SUPERVISION**

CITY reserves the right to exercise general supervision and control over the clubhouses with respect to the management of advertising displays; employees; concessions; kind, character, and quality of goods dispensed; and the cleanliness and sanitation of the buildings and adjacent grounds.

Petitions and solicitations on golf courses are prohibited without approval of the Board of Park Commissioners.

MANAGER shall operate under the provisions of this Agreement in such a manner as to conform to all ordinances of the City of Columbus and the laws of the State of Nebraska; and shall give assistance to CITY in seeking conformity with the ordinances of the City of Columbus and laws of the State of Nebraska by public users.

Further, MANAGER agrees to enforce all rules and regulations adopted by CITY representatives covering the conduct of the public and services offered in the use of CITY property.

The Golf Course Superintendent together with MANAGER and Public Property Director shall determine when the courses will be closed and when carts are allowed on the course. MANAGER must keep the Golf Course Superintendent and Public Property Director informed on all events scheduled on the golf courses. Up to date schedules of events shall be regularly provided by MANAGER to the Golf Committee, and MANAGER will share these schedules electronically with the Golf Course Superintendent and Public Property Director at a minimum by the 20th of every month and upon request.

### **14. CITY EQUIPMENT**

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

### **15. RISK OF LOSS**

CITY shall not be responsible for the property of MANAGER that is kept, stored, or maintained on the premises and assumes no responsibility for loss of MANAGER owned property through fire, theft, pilferage, malicious mischief, or any other happening whatsoever.

**16. MANAGER COMPENSATION**

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

DRIVING RANGE:	Manager.....	100%	City.....	0%
MOTORIZED CARTS:	Manager.....	20%	City.....	80%
PULL CARTS:	Manager .....	15%	City.....	85%
CONCESSIONS (as defined in Section 19)	Manager.....	100%	City.....	0%
LIQUOR (as defined in Section 18):	Manager.....	75%	City.....	25% of net gross revenues
GREEN FEES (INCLUDES PUNCH CARDS)	Manager.....	12.5%	City.....	87.5%
PASSES	Manager.....	12.5%	City.....	87.5%

MANAGER shall provide 50 percent (50%) of the total "net profit" that exceeds the current top 25 percent (25%) regional PGA compensation (\$83,500 currently) to CITY. For purposes of this Agreement, "net profit" shall be defined as MANAGER'S U.S. Federal 1040 Schedule C line 31 net profit or similar Corporation Income Tax return net profit measurement (it is understood that since 2006 MANAGER has used U.S. Federal 1040 Schedule C to report his management of Quail Run and Van Berg Golf Courses for income tax purposes). For illustration purposes, assuming MANAGER'S Schedule C line 31 net profit amounts to \$93,500 in a given calendar year in effect under this Agreement, CITY would receive a 50 percent (50%) "success" reimbursement from MANAGER after completion of his Federal 1040 Schedule C for said calendar year amounting to \$5,000 (\$93,500 - \$83,500 = \$10,000; \$10,000 x 50% = \$5,000). Section 27 of this Agreement requires MANAGER to submit his Federal 1040 Schedule C as soon as possible following the close of each calendar year in effect under this Agreement.

**17. CREDIT CARD / DEBIT CARD PROCESSING FEES**

MANAGER at his discretion may allow use of credit cards and/or debit cards for all sales/purchases for in-person purchases at the golf course properties or purchases that are

made online. Fees relating to credit/debit cards, if any, shall be governed by the following parameters and understanding between the parties hereto:

- With respect to credit cards, CITY has in good faith implemented a point-of-sale system which passes credit card fees to the customer(s) who elect to use a credit card and therefore eliminate credit card fees paid by CITY and MANAGER; provided, however, in the case where CITY'S point-of-sale system does not eliminate credit card fees, CITY shall be fully responsible for said credit card fees.
- With respect to debit cards, MANAGER shall add a convenience charge equal to said debit card fees and remit said funds to CITY for payment.
- MANAGER shall have the right to install ATM machines at the golf course properties in order to minimize the point-of-sale use of debit cards.

## **18. LIQUOR SALES**

Liquor is defined to include beer, wine, and all other alcoholic beverages. The price of liquor sales shall be established mutually by CITY and MANAGER. Income from liquor and alcohol sales shall be split between the parties subject to Section 16. "Net Gross Revenues" shall be defined as gross revenue generated by the sale of liquor, less the CITY cost of said liquor and alcohol, taxes, and licenses to acquire and sell the same. The MANAGER shall furnish all supplies (other than the liquor) and all labor required for the liquor sales. The MANAGER agrees to conduct and operate the liquor business strictly in accordance with all ordinances of the City of Columbus and laws of the State of Nebraska.

## **19. CONCESSIONS**

Concessions are defined to include food, snacks and soft drinks. The price of concession sales shall be established mutually by CITY and MANAGER. All materials, supplies, and assistance required for the operation of concessions shall be furnished at MANAGER'S expense. MANAGER agrees to conduct and operate concessions strictly in accordance with all ordinances of the City of Columbus and laws of the State of Nebraska.

## **20. DEPOSITS**

Deposits into CITY accounts for liquor, green fees, pass and punch card fees, motorized and pull golf carts shall be made pursuant to the following schedule: 1) For all sales occurring on Monday, Tuesday, Wednesday, and Thursday shall be made before 3:00 p.m. on the following Friday of that same week; and 2) For all sales occurring on Friday, Saturday, and Sunday shall be made before 3:00 p.m. on the following Tuesday.

CITY shall maintain a special bank checking account for the purpose of depositing gross revenues from the sale of liquor. MANAGER shall be authorized to withdraw monies from the City Liquor Account to pay vendors current on all liquor purchases. Monthly, CITY will disburse to MANAGER, his share of the gross net revenues for the previous month.

All sales shall be deposited into MANAGER'S owned bank account by 10:00 a.m. the following business day for redistribution as described above.

CITY shall be paid its share of driving range receipts by the tenth day of each month for the previous month.

## **21. REPORTS**

MANAGER shall supply reports as requested by CITY. Daily revenue reports shall be submitted by MANAGER to CITY with each deposit. The Liquor Daily Report shall be separate from the other reports. The report which details golf play for the preceding day, shall be balanced to match all rounds played, all motorized and pull cart rentals, and driving range. Monthly reports shall be supplied by the fifth day of the following month to all appropriate City personnel. The City Finance Director's end of the month financial report shall be considered the official report. Items may be, but not limited to the following: rounds of golf in all categories, outing report that would include the number of participants, fees collected, liquor and alcohol, green fees, pass and punch card fees, motorized and pull golf carts, and anything else CITY deems necessary for budget preparation.

## **22. MANAGER'S PERSONNEL**

It will be the responsibility of MANAGER to employ, train, and pay wages to the needed personnel to conduct the business and carry out the operations associated with the clubhouses which includes, but not limited to, the concession operation, collection of fees, and custodial maintenance. MANAGER and his agents and employees shall not be considered to be employees of CITY, and shall not be eligible for any fringe benefits or compensation benefits from CITY.

## **23. CONFLICT OF INTEREST**

During the term of this agreement, MANAGER shall not be named or recognized as a Director of Golf, Head Golf Professional, or other staff title at any other golf course, nor shall MANAGER be associated in the management of any other golf course or golf business; i.e., Board of Directors or running a Golf Pro Shop.

## **25. CONCESSION, RANGE, AND GOLF COURSE OPERATION**

MANAGER agrees to keep concession, range, and golf courses open seven (7) days of the week during such hours, as CITY shall determine. One of the golf courses shall remain open during the winter months if conditions permit play. The decision as to which golf course shall remain open shall be made by mutual agreement of MANAGER, Golf Course Superintendent, and Public Property Director.

## **26. PGA MEMBERSHIP**

During the full term of this Agreement, MANAGER must maintain a Class "A" PGA Golf Professional Classification. CITY shall pay annual dues to maintain this PGA classification. Should MANAGER cease to be a Class "A" Professional, this Agreement may be immediately and automatically terminated at the sole discretion of CITY. CITY shall pay the cost of continuing education required by the PGA, as mutually agreed to by MANAGER and City Administrator in advance of any course enrollment.

## **27. FINANCIAL STATEMENT**

MANAGER shall submit to CITY a monthly financial statement of the entire operation covered by the terms of this Agreement for each calendar year. Said financial statement shall include a detailed operating statement setting forth all operating revenues and personnel service costs and other operating expenses in accordance with the requirements set by the City

Administrator and Finance Director. Monthly financial statements shall be due by 15th of each month this Agreement is in force and effect. MANAGER shall supply CITY with a copy of Schedule C from income tax return Form 1040 or Corporation Income Tax return as soon as possible following the close of each calendar year in effect under this Agreement.. CITY may conduct its own audits during the term of this Agreement and for a period of five years thereafter pursuant to item Section 10 and 21.

## **28. FREE PLAY**

MANAGER and his two immediate assistants may play Quail Run or Van Berg golf courses at no cost. This includes the use of a motorized cart.; however, if the passenger is not one of the above, then payment for one rider is required. All other members of MANAGER'S staff must pay regular fees. The names of the two immediate assistants shall be submitted to CITY. Except for the above mentioned, special privileges shall not be granted to anyone under any circumstances unless approved by CITY. The City Administrator and MANAGER must agree to any professional courtesy extended during agreement negotiations, to include any play by other Golf Course Superintendents. A Rain Check Policy shall be determined by agreement of CITY and MANAGER.

## **29. EQUAL EMPLOYMENT**

Neither MANAGER nor anyone acting under or by virtue of the terms of the Agreement shall discriminate against an employee or applicants for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to requirements of Nebraska Revised Statutes.

Nor shall neither the MANAGER nor anyone acting under or by virtue of the terms of this Agreement discriminate against any such patron of said golf courses or against anyone else because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status. Special privileges shall not be granted to anyone under any circumstances.

## **30. SURETY BOND**

MANAGER, on signing this Agreement, shall furnish and keep in force a Surety Bond in the amount of twenty-five thousand dollars (\$25,000), or an acceptable equivalent, to protect CITY against (1) loss or damage directly arising by reason of the failure of MANAGER to faithfully make required payments as they become due in this Agreement; (2) theft and dishonesty. This bond shall cover MANAGER and all employees and agents of MANAGER.

Such bond shall be written by a corporate surety authorized to do business in the State of Nebraska and shall be approved by the City Attorney.

Failure to provide the bond within fifteen (15) days shall entitle CITY to cease making any payments to MANAGER and/or terminate this Agreement without further notice.

## **31. INSURANCE**

MANAGER shall indemnify and hold harmless the City of Columbus, Nebraska, from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the conduct of MANAGER that results in bodily injury, sickness, disease, death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and

is caused in whole or in part by MANAGER, any subcontractor (directly or indirectly employed by any of them), or anyone for whose acts any of them may be liable. This section will not require MANAGER to indemnify or hold harmless CITY for any losses, claims, damages, and expenses arising out of or resulting from the negligence of CITY.

MANAGER shall take out and maintain during the life of this Agreement the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in the State of Nebraska covering all of his employees.

MANAGER shall secure and maintain in full force and effect during the entire period of this Agreement liability Insurance naming and protecting MANAGER and CITY, its officials, employees, and volunteers as insured, against claims for damages resulting from the negligence of MANAGER and/or his agents and employees which results in personal injury or property damage. The limits of the liability insurance coverage shall be:

- (a) \$1,000,000 per individual
- (b) \$2,000,000 per occurrence

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's rating of not less than A:VII, unless specific approval has been granted by CITY.

All Certificates of Insurance shall be filed with CITY on the standard ACORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by this section and showing CITY as an additional insured. Such certificates shall specifically state that insurance policies are to be endorsed to require the insurer to provide CITY thirty (30) days written notice of cancellation, non-renewal, or any material reduction of insurance coverage.

Failure to provide insurance as herein named within fifteen (15) days shall entitle CITY to cease making any payments to MANAGER and/or terminate this Agreement without further notice. MANAGER shall have the option to purchase and to participate in health care coverage, single or family, under the City of Columbus insurance plan.

### **32. ASSIGNMENT**

This Agreement shall not be assigned or sold, nor the premises sublet in whole or in part by MANAGER except with the prior written consent of CITY.

### **33. TERMINATION AND CANCELLATION**

It is an express condition of the Agreement that MANAGER shall do and perform the Agreement as set out herein.

If MANAGER breaches any of the terms of this Agreement or fails to make payments provided herein, CITY may, upon seven (7) days written notice, cancel and terminate this Agreement if such breach of failure is not corrected and/or resolved within said seven (7) day notice period. In addition to or in lieu of such cancellation or termination, CITY may recover on the bond retained by MANAGER in the event of failure to make payments provided for herein.

In the event CITY, in its sole and absolute discretion, shall conclude the conduct of MANAGER in any respect is substantially detrimental to the best interest of CITY, CITY may, upon written notice delivered to MANAGER personally, terminate said Agreement, for cause, and order MANAGER to vacate the premises, without further liability to CITY.

The exercise of any remedy provided herein shall not preclude CITY from exercising any other remedy, legal or equitable, that it may have.

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

\_\_\_\_\_  
Douglas Dunbar, Manager                      Date

CITY OF COLUMBUS, NEBRASKA

\_\_\_\_\_  
James B. Bulkley, Mayor                      Date

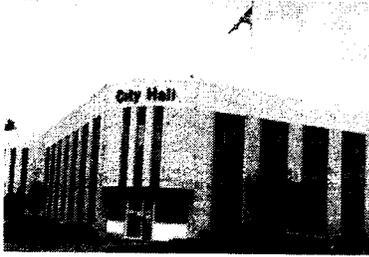
ATTEST:

\_\_\_\_\_  
City Clerk

APPROVAL AS TO FORM:

\_\_\_\_\_  
City Attorney

10. **Request of Columbus Golf Association for city funding for transformation of Van Berg Golf Course clubhouse to an indoor golf learning center.**



CITY CLERK'S OFFICE

Phone (402) 562-4224 • Fax (402) 563-1380

TOPIC FOR CONSIDERATION FOR CITY COMMITTEE AGENDA

If you have a specific topic that you would like a city committee to consider at a future meeting, please complete the information below and submit to the City Clerk's office. The item will be reviewed and forwarded to city staff for appropriate action or scheduled for a future meeting of the appropriate committee if necessary. You will be notified of the staff recommendation or action taken on your request or when the item will be presented to the committee for consideration.

Name: Tom Freimuth

Address: 1964 West Camino Real St. Columbus, NE 68601

Telephone Number: 402-212-6979

Email Address: tdfreimuth@gmail.com

Date of Request: 12/22/2022

Description of Requested Topic: (Please be as specific as possible and use additional sheets of paper if needed.)

On 11/21/2022 the Platte County Board of Supervisors unanimously approved the Columbus Golf Association's (CGA) request for \$27,925 in County Visitors Bureau Improvement Grant funding to transform the Van Berg Golf Course clubhouse for golf learning center purposes. The CGA requests Parks Board approval of City matching funds in the amount of \$27,925 for this Van Berg Golf Learning Center clubhouse project.

For Administrative Purposes Only:
Date Request Received:
Action Taken:
Follow-Up Needed:



2022 VBLC Phase 1 Budget - Indoor Learning Center - Pro Shop and Cart Bay		
Transform Current Pro Shop to Indoor Practice Area		
Practice area	Construction of Indoor Putting Area	\$3,600
Practice area	Upgrade Flooring - Artificial Turf & Carpet Tile	\$1,750
Practice area	Carpet Removal and disposal	\$400
Practice area	Cam Lighting and Fans	\$1,250
Practice area	Acoustic Tiles	\$1,250
Practice area	Dry Wall and Paint	\$4,000
Practice area	Simulator w/ Projector	\$7,500
Practice area	Impact Screen	\$1,500
Practice area	Hitting Bay Enclosure	\$2,500
Practice area	Range Mat	\$750
Practice area	Additional Netting	\$800
Transform Current Cart Storage Area to Private Hitting Bay Instruction Area		
Private Bay	Retractable Impact Screen	\$4,200
Private Bay	Retractable Netting	\$1,500
Private Bay	Acoustic Tiles	\$1,500
Private Bay	Sand / Rubber Matting	\$800
Private Bay	Projector	\$550
Private Bay	Astro Turf	\$850
Private Bay	Golf Mat	\$850
Transform Current Maintenance Office to Pro Shop		
Pro Shop	Construction	\$15,000
Exterior Transformation		
Exterior	Window Skins	\$2,500
Exterior	Paint Doors & Exterior	\$800
Exterior	Paint Exterior	\$2,000
TOTAL		\$55,850

## **VAN BERG GOLF LEARNING CENTER SUPPORT STATEMENT**

Wanda Borowiak's post 6/7/2022 on Columbus Golf Association's Facebook page:

Today I went to help with two of my grandchildren's junior golf program. I have to say I was very moved by the opening talk Brent McGrew gave the kids before they went out onto the course. It made me as an adult look at my view of the game again. Brent talked to the kids about golfing as being a part of family and about respecting themselves, others and the course itself. I really can't do his speech to these kids justice but I know that I am so glad that I got Brent McGrew instructing my grandkids not only in how to be a respectable representative at the game of golf but in life in general. Thank you Brent and all those involved in the junior golf program.



## COLUMBUS AREA CONVENTION AND VISITORS BUREAU ADVISORY COMMITTEE MINUTES

Columbus Innovation Center Meeting Room - November 10, 2022 - 8:30am  
1365 24th Avenue, Columbus NE 68601

### AGENDA

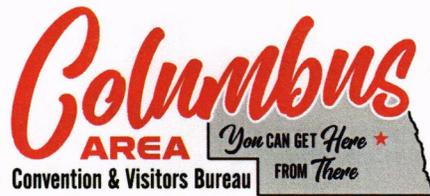
1. Call Meeting to Order, introductions, establish quorum - 8:34am
2. Sandie Fischer, Doug Moore, Liz Plettner, Katy, Gary Schlesinger, Jen Wurdeman, Tim Criss (Zoom), Elizabeth Lay, Terri Kremer (Zoom)
  - a. Absent: Mike Moser, Rhonda Kush, Kim Kwapnioski
3. Notification of Open Meetings Law
  - a. Advanced meeting notice was published in the Columbus Telegram on November 4, 2022.
  - b. A copy of the Nebraska Open Meetings Act is linked [here](#).
4. Consent Agenda - Voted upon collectively unless a member of the committee requests discussion on a specific item at which point the remaining items are voted upon and the item removed from consent becomes the next agenda item
  - a. [September 2022 Minutes](#)
  - b. [October 2022 Minutes](#)
  - c. Financial Reports
    - i. [Transaction Detail Report](#)
    - ii. [Budget Summary ending September 2022](#)
    - iii. [Budget Summary ending October 25, 2022](#)
    - iv. [October Visitor Promotion](#)
    - v. [November Visitor Promotion](#)
    - vi. [October Visitor Improvement](#)
    - vii. [November Visitor Improvement](#)
    - viii. [October STR Report](#)
    - ix. [November STR Report](#)
    - x. [October Requests for Support](#) - No Change in November
  - d. A motion was made by Lay and seconded by Schlesinger to approve the consent agenda as presented. Motion Carried.
5. [Application for Appointment: John Swichtenberg, Sales Manager, Ramada to complete the term of Azucena Martinez ending December 31, 2025](#)

A motion was made by Lay and seconded by Wurdeman to recommend approval to the County Board, the appointment of John Swichtenberg to complete the term of Azucena Martinez ending December 31, 2025. Motion Carried.

6. [October Director's Report](#) - Provided for Review
7. [November Director's Report](#) - Provided for Review
  - a. State Tourism Conference Report - Schlesinger, Plettner, McNeil
  - b. Attendees reflected on the State Tourism Conference and provided a detailed overview of topics covered including visitor movement data, wellness travel trends, social media/tiktok trends, accessibility of visitor attractions and ADA requirements, networking within Northeast Nebraska and more.
8. City of Columbus Update - Working to market Columbus as a destination. Park Board and staff are working through what this looks like prior to inviting other stakeholders to the table.



9. Chamber Update - Santa Arrives on the 17th to Frankfort Square and new this year is a holiday parade to tie to the tree lighting and Miracle on 13th Street event. Director McNeil will make the welcome for the tree lighting.
10. New Business
  - a. Bank Building discussion regarding space needs/wants - Please review the email sent by Director McNeil and share input regarding needs for space. A diagram was provided to highlight which space each committee member feels is necessary for operation of the CVB including a reception area, office space and storage.
  - b. Discussion regarding changing CVB Meetings to the 3rd Thursday of each month beginning at 8:30am or 9am. - Item will appear on the December Agenda due to time constraints and attendance.
  - c. Promotional Fund Grant Requests & Sponsorship Requests
    - i. Improvement Grant Applications
      1. Camp Pawnee - 8:45am Neal Kratochvil and Jane Tooley
        - a. Additional Letter of Support
        - b. A motion was made by Lay and seconded by Wurdeman to recommend full funding at \$65,000.00 for portable restroom facilities at Camp Pawnee which include ADA accessibility. Motion Carried.
      2. Columbus Downtown Business Association - 9:15am Kevin Johnson
        - a. A motion was made by Lay and seconded by Wurdeman to table conversation related to recommendations for the Downtown Business Associations request for banners and rods. Motion Carried.
        - b. This will be an item of discussion at the December 8, 2022 Meeting.
      3. Columbus Golf Association - 9:45am Tom Freimuth and Brent McGrew
        - a. A motion was made by Lay and seconded by Wurdeman to recommend a matching grant with the City of Columbus for improvements to VanBerg Learning Center in the amount of \$27,925.00. Motion carried.
      4. City of Columbus - 10:15am Jean Van Iperen
        - a. A motion was made by Lay and seconded by Wurdeman to recommend a matching grant with the City of Columbus for improvements to Downtown Columbus including seating in Frankfort Square, replacing the sound system and adding art in the form of murals, in the amount of \$15,000.00 Motion carried.
    - ii. Platte Valley Archery Club - Jeff Adelman
      1. A motion was made by Lay and seconded by Schlesinger to approve the Promotion Grant for the Platte Valley Archers in the amount of \$1,200.00 Motion Carried
    - iii. Shop Small Sponsorship Request
      1. "The priority deadline has passed, but we are still accepting sponsors. The CVB, if they choose to sponsor, would receive everything but: logo in the November Catalyst and Business Briefs and Member to Member sent out prior to committing." - Per Dawson



- a. A motion was made by Schlesinger and seconded by Lay for Shop Small Sponsorship in the amount of \$350.00 to include Facebook Live content as well as ads on Chamber outlets. Motion carried.
  2. Library Foundation Request - Due to time constraints, this will be an item in the December 8, 2022 meeting.
    - iv. Other Requests for Support
11. Old Business
    - a. 2022-2023 Goals
    - b. Other Old Business
  12. Next Meeting: December 8, 2022 at the Columbus Innovation Center - 8:30am, 1365 24th Avenue, Columbus, NE 68601
  13. Adjournment - 10:24 am

**11. Request for Proposals for Concession Stand Services at Gerrard Park.**

**Request for Proposal**  
**For**  
**Concession Stand Services at Gerrard Park**

**City of Columbus**  
**2424 14th St**  
**Columbus, NE 68601**

**Tara Vasicek**  
**City Administrator**

**RFP# 2023-01**  
**Date: January 3, 2023**

**Proposal Signature Form**

This page, signed by an officer of the offering company or a designated agent empowered to bind that entity in a contract with the City of Columbus (City), is required to accompany the proposal submitted for consideration. If signed by someone other than an officer, complete and submit the proposal signature affidavit along with this form.

I, the undersigned, have carefully examined the Request for Proposal (RFP) and propose to furnish services in accordance therewith as set forth in the attached proposal.

I hereby certify that, to the best of my knowledge, this submission is complete and all statements made therein are true and accurate.

I also affirm I am duly authorized to sign and submit this response on behalf of the Company named below.

By my signature below, I attest that I have read, understand, and agree to the terms, conditions, and requirements set forth in the RFP, including any special terms and conditions incorporated in the solicitation documents.

**Failure to sign and return this form shall result in the rejection of the accompanying proposal.**

**Proposer Information**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

**Authorized to Propose:**

\_\_\_\_\_  
Signature (Manually signed in ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title

**City of Columbus**  
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## Section 1: Introduction

The City of Columbus Parks and Recreation Department seeks an experienced operator to provide concession stand services at Gerrard Park. The concession stands must be operated in a professional manner providing moderately priced fresh food and beverages. The concession stand operator must also offer catering services for groups, tournaments, and special events held at the facility. Address of the facility is 4340 27 Street, Columbus, NE 68601.

## Section 2: Background

Gerrard Park is a facility with 6 tennis courts and 6 baseball/softball fields. The park is expected to have daily traffic beginning in March. Tournaments are expected to begin the first weekend of June and run every weekend through the third (3rd) weekend of July. Gerrard Park offers space, games, and tournaments for the following: Columbus Mariners Baseball, Columbus Outlaws Baseball, Columbus Havoc Fastpitch Softball, Columbus Lakeview Softball, Columbus Parks and Recreation Adult Softball Leagues, USSSA Softball Tournaments, and USSSA Baseball Tournaments. In 2022, Gerrard Park averaged approximately 5,000-6,000 visitors.

## Section 3: Scope of Services

**3.1 Scope of Operations.** The contractor will provide quality concession services for visitors. Food and beverages shall include a wide variety of hot and cold items, fresh food, and beverages. The contractor may not use the facility for functions/activities other than food service without prior written approval of the City.

**3.2 Food Storage, Preparation, and Service.** The contractor shall be responsible for the procurement, preparation, and service of all food and beverages. The contractor shall procure and pay for all food, food supplies, service supplies, and related products used at the site. On-site storage space for food, beverages, and supplies is limited but available.

**3.3 Terms of Contract.** The term of this contract shall be one (1) year with an option to renew unless earlier terminated by the contractor or City pursuant to the terms herein. Unless otherwise agreed between the parties, the operations will be year-round or as activities allow.

**3.4 Catering.** The contractor will be required to provide catering services for all groups, tournaments, and events held at Gerrard Park.

**3.5 Sanitation and Cleanliness.** The contractor shall at all times maintain compliance with all applicable federal, state, and local laws, ordinances, and administrative regulations concerning food and beverage preparation, storage, advertising, purity, quality, service, and premises sanitation. The contractor shall be responsible for obtaining all necessary licenses, permits, and health inspections pertaining to sanitation. The contractor shall maintain the highest standards of cleanliness through such actions as regularly cleaning food preparation counters, floors, and mats and regularly removing and disposing of all garbage collected in the food service area. The contractor shall also regularly clean refrigerators, freezers and concession stand interior.

**3.6 Menu and Pricing.** The contractor shall post and make available to all customers its menu and price structure for food and beverages.

**3.7 Management.** Award of this contract is based on the City's understanding that the contractor will assure competent professional on-site management of the food service facility and personnel at all times. The contractor shall provide City a written description of the qualifications, certifications, and work hours of all on-site personnel.

**3.8 Management Structure/Philosophy.** The contractor shall provide a written manual describing their existing and/or proposed management structure, operational philosophy, and "code of conduct." The description shall identify on-site personnel, supervisory and support staff, and the overall management structure of the business. The operating philosophy shall include items such as staff qualifications, training, customer service, and methods of communication with the City. Each employee is to sign a statement that they have read the manual and will abide by the contents. The contractor is to keep on file the signed statements. Each employee will be required to complete a "Release of Background/Criminal Investigation" and "Disclosure Statement."

**3.9 Compliance with Federal, State, Local Regulations.** The contractor shall comply with all federal, state, and local regulations, including but not limited to wages, taxes, social security, worker's compensation, non-discrimination, licenses, registration, and safety requirements. Failure or neglect on the part of the contractor to comply with any or all such regulations shall not relieve the contractor of these obligations nor of the requirements of this contract.

**3.10 Use of Area.** The contractor shall make no unlawful or offensive use of the concession areas and will maintain and preserve the areas in as good order and condition, reasonable wear and tear expected, as when the contract was signed.

**3.11 Utilities.** The City of Columbus shall be responsible for all utilities.

**3.12 Hiring and Employment.** The contractor shall not, in the operation of Gerrard Park concession stands, discriminate against any group or person. The contractor shall comply with all of the rules, regulations, and statutes, etc., related to fair hiring and employment practices.

## **Section 4: Information and Instructions to Proposer**

**4.1 Submission of Proposal.** Proposals will be received until, but not after, 3 p.m. Tuesday, February 14, 2023. Proposals must be submitted in a sealed envelope or mailing container, clearly labeled with the name of the proposer and the words "City of Columbus Parks and Recreation: Gerrard Park Concession Stand." The original proposal shall be signed by a representative of the proposer who is authorized to sign for and contractually bind the proposer. Proposals shall be submitted to the City of Columbus Parks and Recreation Department, 2424 14 Street, Columbus, NE 68601. Proposals may not be submitted by electronic means.

**4.2 Response Date.** In order to be considered for selection, proposals must arrive at the City in the manner and on or before the date and time specified in the RFP advertisement. Any proposer mailing responses shall allow normal mail delivery time to ensure timely receipt of their proposal. Any proposal received after the scheduled closing time for receipt of proposals, or incorrectly addressed, will not be considered. Delivery in the manner stated herein and completeness of submittals as required by this RFP shall solely be the responsibility of the proposer.

**4.3 No Warranty.** All facts and opinions stated within this RFP and all supporting documents and data are based upon information available from a variety of sources. No representation or warranty is made with respect thereto.

**4.4 Right to Modify Process.** The City reserves the right to modify the selection process or other aspects of the RFP process at its sole discretion. The City will take reasonable steps to ensure that any modification or clarification to the RFP be distributed in writing to all persons who have requested a copy of the RFP from the City.

**4.5 Addenda.** In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all prospective proposers who are on the RFP document holder's list maintained by the City. Addenda, if necessary, will be issued no later than five (5) days prior to the RFP closing date. Receipt of addenda shall be signed by the same individual that signs the proposal and shall be submitted with the proposal. Proposals received without properly acknowledged addenda will be considered non-responsive.

**4.6 Accept or Reject Proposals.** The City reserves the right to accept or reject any or all proposals in response to this RFP without cause or delay or cancel this RFP process without liability to the City if the City determines it is in the public interest to do so.

**4.7 Additional Information.** The City reserves the right to request additional information following its initial review of the proposal documents. City staff may conduct a review and verification of confidential information with staff and consultants.

**4.8 Public Records and Confidentiality of Proposal.** This Request for Proposal and one (1) copy of each original response received, together with copies of all documents pertaining to the selection of the successful proposer(s) and a copy of the executed contract, shall be kept by the City for a period of five (5) years and shall be open to public inspection.

- A. **Public Records.** By submitting a proposal, the proposer acknowledges that information submitted in response to the RFP is open to public inspection. The proposer is responsible for becoming familiar with and understanding the provisions of the Public Record Law.
- B. **Confidential Records.** Should the proposer consider submitting any information to the city as "confidential" the proposer shall prominently mark in conspicuous lettering any information with words "Confidential Information" and state in writing that the proposer wishes the material to be held in confidence and the reasons therefore. The City will review and advise the proposer as to whether that information may be considered confidential.

**NOTE: Under no circumstances will any proposal information be disclosed prior to receiving a written recommendation from the Public Property Director.**

**4.9 Equal Opportunity Employment Policy.** It is the policy of the City to promote equal opportunity to all persons regardless of race, color, religion, national origin, sex, age, or disability, in respect to employment, housing, public services, facilities, and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy thus becomes an obligation that must be assumed by the selected proposer as well.

**4.10 Qualification Requirements.** Each responsible proposer shall respond to the proposal requirements as presented. Proposals received without all the required information may be rejected as being non-responsive.

**4.11 Pre-Proposal Interpretation and Addenda of Contract Documents.** Any clarification or interpretation of the proposal documents will be made only by written notification. The City is not responsible for any explanation, clarification, or interpretation given in any manner except by written notification and/or addendum.

**4.12 Execution of the Proposal.** The proposal shall be executed in the name of the proposer followed by the signature of the officer authorized to sign and the printed or typewritten designation of the office held.

- A. If the proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner.
- B. If the proposal is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office they hold in the corporation.
- C. If the proposal is made by a joint venture, it shall be executed by each participant of the joint venture.
- D. The address of the proposer shall be typed or printed on the proposer's cover letter.

**4.13 Withdrawal of Proposal.** A proposer may withdraw their proposal by written notice submitted on the proposer's letterhead, signed by the proposer's authorized representative, and delivered to the City prior to 5 p. m. on the final submittal date.

**4.14 Rights of City to Award or Reject Proposals.** The RFP does not commit the City to award or enter into an agreement.

**The City reserves the right to:**

- A. Accept or reject any or all proposals or any portion thereof received as a result of this RFP.
- B. Negotiate with any proposer.
- C. Accept a proposal and subsequent offer for a food service contractor from other than the highest cost proposer.
- D. Determine the most responsible proposer by taking into consideration any or all information supplied by the proposer in his/her proposal and the City's investigation into the experience of the proposer. In addition, the City may accept or reject proposals based on minor variations from the stated specifications and when such action is deemed to be in the City's best interest.
- E. Request additional information or other revisions to the proposal if the proposer chooses to participate in negotiations.
- F. Negotiate with the selected proposer any food service contract arising from this RFP. The selected proposer shall commence services only after a food service contract with the City is fully executed and the City has issued a "Notice to Proceed".
- G. Consider proposal modifications received at any time before a selection is made if such action is in the best interest of the City.
- H. Waive any immaterial defects and irregularities or modify any irregularities in proposals received after prior notification to the proposer.

**4.15 Economy of Proposal Preparation.** Proposals should be prepared simply and economically by providing a straightforward and concise description of proposer's capabilities related to specified elements, units, or services. Proposals should not include any information not specifically identified or specified as a required response or attachment.

**4.16 Acceptance of Proposal Content.** The contents of the proposal of the selected proposer will become contractual obligations if acceptance action ensues. Failure of the selected proposer to accept these obligations in a contract may result in cancellation of the award.

**4.17 Non-Assignment.** If a food service contract is awarded, it shall not be assigned, or duties be delegated, in part or in total without prior written consent of the City. Reasonable requests for assignment of the food service contract may be granted based on the sole determination of the City.

**4.18 Notice of Intent to Award.** All responsive and evaluated respondents to the formal RFP will be notified of City's intent to award a food service contract.

**4.19 Anticipated RFP Process Events Calendar:**

Publication and Distribution Date(s): January 19-February 13, 2023

Closing Date and Time: 3:00 p.m.-February 14, 2023

Contract Award Date: February 21, 2023

**4.20 Liability and Insurance:** The selected proposer must submit proof of liability insurance with the limits not less than the stated requirements. The selected proposer shall defend, save, and hold harmless the City, the City's officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the selected proposer or its subcontractors, agents, or employees under this food service contract. Such proposer shall provide evidence satisfactory to the City of Columbus of coverage by commercial, general, or comprehensive general liability insurance of not less than \$2,000,000 combined single limits, and obtain an endorsement naming the City of Columbus, its officers, employees, and agents as additional insured under such policy.

**4.21 Laws of the State of Nebraska:** The proposer agrees that, by submitting a proposal in response to this RFP, all terms and conditions stated within any awarded food service contract as a result of this solicitation shall require:

- A. The proposer comply with all food service laws of the State of Nebraska.
- B. The proposer be governed by the laws of the State of Nebraska without regard to conflict of laws and/or principles.

**4.22 Incurred Costs.** Neither the City, its officers, agents, nor employees are liable for any cost incurred by proposer prior to issuance of a food service contract. All prospective proposers who respond to this RFP do so solely at the proposer's cost and expense.

**4.23 Proposer's Responsibilities.** The selected proposer shall comply with all federal, state, and local laws and ordinances applicable to work under this food service contract.

**4.24 Disposition of Proposals.** All materials submitted in response to the RFP, including samples, shall become property of the City upon delivery.

**4.25 Termination.**

- A. Termination for Convenience. Performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be initiated by delivery of written notice of termination to the contractor at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such

termination becomes effective. Such notice shall be issued by the Public Property Director or designee. After receipt of a notice of termination, except as otherwise directed in writing by the City, the contractor shall stop work on the date specified in the notice and settle all outstanding liabilities to, and claims by, the City and such suppliers that were used in the performance of this license.

- B. Termination for Default. The City shall have the right to terminate the contract at any time the City determines that the contractor has failed to satisfactorily perform the services required, as solely determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City will give the contractor at least a fifteen (15) day written notice before the termination takes effect. During the fifteen-day period, the contractor must negotiate an acceptable written “plan to cure” with the City to cure the unsatisfactory performance as agreed in the cure plan. Failure to cure the unsatisfactory performance within the fifteen-day period, as solely determined by the City, will result in contract termination for failure to provide satisfactory performance.
- C. Termination for Willful Failure or Refusal or For Emergencies. Performance of work under the contract may be terminated immediately for any willful failure or refusal by the selected proposer to perform according to the terms of the food service contract or if the City determines that an emergency exists.

## **Section 5: Proposal Submission Requirements and Required Submittal Information**

Proposer must submit the designated written information to the City as outlined in the sequence requested by the City. Emphasis should be on complete, concise, and clear content limited to the information requested in the required submittal information.

The City shall have the right to disqualify any proposal as a result of the information gathered in its research whether that information is provided through this RFP process or outside this RFP process. Proposals shall be submitted by the time and date and at the place and in the manner as described in the RFP.

### **The proposal shall include, at a minimum, the following items:**

- A. A written statement of recent experience of proposer in similar concession operations. The proposal must include information for similar facilities that the proposer has operated and believes are sufficient qualifications for operating the City of Columbus Gerrard Park concession stands.
- B. A written explanation and description of the following items:
  - a. Organizational structure and chain-of-command.
  - b. Employee and customer safety and hazard control to include hazard prevention, elimination, investigation and reporting, documentation, communication, etc.
  - c. Employee training (food handling, customer service, etc.) and discipline procedures.
  - d. Employee recruitment.
  - e. Operational goals.
  - f. Sanitation/cleanliness procedures.
  - g. Schedule of all concessionaire-provided equipment including make, model, fuel source, age, etc.
  - h. Ability to support special events, private parties, and tournaments.
- C. A sample menu including pricing structure, portion sizes, brands, etc.

- D. A written description of the ability of the proposer to meet requirements for concession stand startup.
- E. Proposed monthly lease payment to the City.

## **Section 6: Proposal Selection and Evaluation Criteria**

### **6.1 Selection Process.**

A selection committee will evaluate the proposals on how fully each proposal meets the requirements of the RFP. Personal interviews may be conducted following panel review of submitted proposals. The City will negotiate a final agreement with the selected proposer. If no acceptable arrangements can be made, negotiations with the next highest ranked proposer will occur. The selected proposer will be required to complete a contract which will incorporate the proposal and work schedule as part of the contract.

### **6.2 Evaluation Criteria.**

Proposals will be evaluated based on the criteria shown below. If interviews are held, the top ranked proposer will be interviewed. Final selection will be made based on the combined results of the proposal and interview.

#### **Items of criteria listed below.**

- A. Prior experience of proposer in operating similar concession operations.
- B. Proposer's menu selection and pricing structure.
- C. Proposer's ability to meet anticipated startup date.

**Note: In addition to submitted proposal, the City reserves the right to use any information that it is aware of, independent of the submitted proposals, to determine the contract award.**

12. **Public Property Director report.**



# The City of *Columbus*

## PUBLIC PROPERTY DEPARTMENT

Director (402) 562-4240

Fax (402) 562-4265

December 2022

Monthly report

### Park Department

Pawnee Park baseball field lights are installed, waiting on electrical equipment to make final connections  
All restrooms shut down and winterized, sewer systems flushed  
Repairing and painting some benches in Frankfort Square that have been chipped  
Currently doing playground equipment repairs  
Installed new handicap accessible play structure at Sunset Park that was purchased by the Board of Realtors.  
Beginning repairs to some areas of the Frankfort Square stage  
Working on dead tree removal  
New Wilderness Park sign has been installed  
Placing signs in parks reminding patrons that parks are closed from 12:00 a.m. to 5:00 a.m.  
Installing cameras throughout Pawnee Park  
Updated Fiber being installed in most parks with facilities.  
Holiday lighting has been installed at the Bell Towers, Train, Frankfort Square and City Hall.  
Have removed all wind screens, nets, and shade covers for the winter.  
Shade covers at Centennial Park baseball complex complete.  
Working with public schools on ice skating at the CHS this year  
Trimming trees throughout the parks  
Doing electrical repairs at any facilities that need it

### Golf report

Quail Run closed for the season, Van Berg to remain open thru the winter  
10 new carts ordered in February have arrived, currently being used at Van Berg  
Advertising for additional seasonal staff at both courses  
Working on a contract extension with Doug Dunbar  
Koch Excavating has completed the renovation of the Quail Run irrigation lake.  
Seeding area around the north and west sides of the lake done in spring  
Accepted quote from Grosch Drilling for replacement of the irrigation pumps.  
Concrete work around clubhouse has been completed  
Have pulled the air pumps out of the irrigation lake for cleaning.  
Working with Brent and staff on some pro shop improvements at Van Berg.  
Received matching grant for pro shop work from Platte County Visitors Bureau  
Tree trimming and removal

# Park Board Park and Recreation Report

## Aquatic Center Attendance

September 2022: 1320

October 2022: 1242

November 2022: 1203

Membership Count as of December 19, 2022: 574

## Fall Program Overview

Swim Lessons: 228 participation

- Parent Child: 55
- Preschool: 49
- 6 & Up
  - Level 1: 32
  - Level 2: 44
  - Level 3: 36
  - Level 4: 10
  - Level 5: 2
- Private Lessons: 9 Participants

### Family Activities

- Pumpkin Carving Contest: 45 pumpkins entered and about 55 people came to the square to decorate and help decorate pumpkins
- Pumpkin Run: 13 participants
- Halloween Light Contest: 16 Homes Participated
- Holiday Parade: 16 Floats held on November 17<sup>th</sup>
- Holiday Light Contest: 8 Homes Participated

### Youth Activities

- Corals Classes
  - Aqua Science 6 Participants
  - Dunkin Pumpkin: Cancelled due to lack of participation
  - Thankswimming: 8 participated
  - Cookies, Cocoa and Cannon Balls: 6 participants
- Park & Rec
  - Draw in the "Holiday's" 4 Participants
  - Candy Cane Hunt: Glur Park, 40 Kids
- Dive & Movies
  - Husker Game: Cancelled 0 participants
  - Hocus Pocus: 33 swimmers
  - Free Birds: 27 Swimmers

- Home Alone: 30 Swimmers
- Adult Activities
  - Summer Adult Softball: 25 Teams
  - Fall Adult Softball: 11 Teams
  - Aqua Classes
    - Fitmat Class (Max of 10 allowed)
      - Noon session 1: 5 participants
      - Noon Session 2: 6 Participants
      - Evening Session 1: 5 Participants
    - Aqua Balance Trial Class
      - Week 1 Class 1: 10 Participants
      - Week 1 Class 2: 6 Participants
      - Week 2 Class 1: 0 Participants
      - Week 2 Class 1: 10 Participants

### Upcoming Winter/Spring Events

- Recreation
  - January
    - Snow Day in a Bag
  - February
    - At Home Challenges
  - March
    - Open Hiring Events for Summer
  - April
    - Rec-It Series for ages 55+
  - May
    - Red Cross Babysitting Course
- Aquatics
  - Coral's Classes
    - Jan 14, Feb 11, March 11, April 1, May 6
  - Dive & Movies
    - Jan 28, Feb 25, March 25, April 22
  - School Day Out Swim Events
    - Jan 20, Feb 17, Mar 10, Mar 17, Apr 21, May 5
  - Discover Scuba
    - Jan 14, Feb 18, Mar 18, Apr 15, May 13
  - Swim Lessons (Parent Child-Level 6)
    - Jan 23-Feb 27 Mondays
    - Jan 24- Feb 16 Tues & Thurs
    - Feb 21-Mar 9 Tues & Thurs
    - Mar 20-Apr 4 Mon & Tues
    - Mar 23-May 4 Thursdays
    - Apr 17-May 2 Mon & Tues
  - Lifeguard Courses

- March 9-11
  - March 14-16
  - April 7, 8, 10
  - May 22-24
- Lifeguard Review Courses
  - May 23 & 24
- Review of First Aid/AED CPR
  - May 23
- WSI Classes (Swim Lesson Instructors)
  - May 30-June 1
- CPR & First Aid
  - March 13
  - May 22
- FitMat Class
  - Noon: Jan 3<sup>rd</sup> Tues/Thurs
  - Evening: Jan 4<sup>th</sup> Monday/Wedn
- Aqua Balance
  - Jan 3<sup>rd</sup>: Tuesday/Thurs

13. **Adjournment.**