

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, June 1, 2020
5:30 PM - City Council Chambers & Audio/Teleconference

[Stream Meeting Here](#)

Call to Order and Roll Call.

Mayor's Statement and Open Meetings Act Announcement.

Items.

1. Citizen's Comments.
2. Announcements & Recognitions.
3. Consent Agenda.
 - A. Approve the minutes of the May 18, 2020 regular City Council meeting and the May 27, 2020 special City Council meeting.
 - B. Recommend approval to the Nebraska Liquor Control Commission the Application for Reconstruction submitted by Suhr Enterprises, Inc., dba "Gary's Super Foods IV", 212 Westview Plaza, which holds License #C-122060, adding Godfather's Pizza to licensed area (approximately 32' X 15'); making the new description "One Story Building approximately 197' X 193', including Godfather's Pizza.
 - C. Approve an application from Great Plains Communications to occupy city right of way in the alley between Norris Avenue and West 1st Street from West "A" Street to north side of West "B" Street for the purpose of installing underground fiber optic cable.
 - D. Approve an application from Great Plains Communications to occupy city right of way for the purpose of installing underground fiber optic cable providing service to businesses along North Highway 83 from Coppermill Street to West "J" Street.
 - E. Approve an application from Great Plains Communications to occupy city right of way in the alley between Norris Avenue and East 1st Street from East "A" Street

to the north side of East "B" Street for the purpose of installing underground fiber optic cable.

- F. Approve drawings and specifications for the West Golf Course Lift Station Renovation and set the date to receive bids as June 24, 2020, at 2:00 P.M.

4. Regular Agenda.

- A. Receive and file a discussion regarding COVID-19 updates, with one of the topics to include the easing of COVID-19 related restrictions.
- B. Adopt Resolution No. 2020-12 which establishes that there is a risk of exposure to COVID-19 through the use of municipal property for sports or recreational activities; requiring that any individual, organization or group sponsoring youth or adult sports enter into the COVID-19 License and Management Agreement for Use of Municipal Property for Sports or Other Recreational Activities; requiring all interested parties to sign the Management Agreement; requiring the Statewide Sports Reopening Guidelines issued by the State of Nebraska to be posted on all practice and playing fields; and mandating all participants, spectators, and interested parties to comply with all federal, state, and local laws, including all directed health measures and guidelines, and all additional security policies or procedures established by the City of McCook relating to COVID-19.
- C. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
JUNE 1, 2020 CITY COUNCIL MEETING**

ITEM: 3.A.

Approve the minutes of the May 18, 2020 regular City Council meeting and the May 27, 2020 special City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 28, 2020

McCook City Council
May 18, 2020
5:30 PM Central

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular/audio conferencing, and public session at 5:30 o'clock P.M. The meeting was open to the public via audio and teleconference means pursuant to the Governor's Executive Order No. 20-03 issued on March 17, 2020.

Present: Mayor Gonzales, Councilmember Calvin.

Present via audio/teleconference means: Councilmember Hepp, Weedon, Muehlenkamp.

Absent: None.

City Officials present: City Manager Schneider, City Clerk Doak, Deputy City Clerk Burkey, Police Chief Brown.

City Officials and members of the public present via audio/teleconference means: City Attorney Mustion, Library Director Crocker, Utilities Director Dutcher, Fire Chief Harpham, Public Works Director Potthoff, McCook Daily Gazette Reporter Lorri Sughroue, McCook Economic Development Executive Director Andy Long, Economic Development Plan Citizen's Advisory Review Committee President Sean Wolfe, Special Exception Applicant Chelesy Eng, Special Exception request property owner Pat Cherry, and members of the public Jessica Bortner, Tom Bredvick, Dawson Brunswick, Dale Dueland, Rhonda Graff, Jeff Gross, Greg Larson, and Bernard Wood.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on May 14, 2020, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public via audio/teleconference means.

Mayor Gonzales announced that in accordance with Section 84-1412 of the Nebraska Revised Statutes, a current copy of the Open Meetings Act is available for public review on the City of McCook's website and called the meeting to order.

1. Citizen's Comments.

Ronda Graff spoke in support of a new public pool and requested that it be taken to a vote.

Andy Long, McCook Economic Development Director, spoke in support of a new pool.

2. Announcements & Recognitions.

Police Chief Brown recognized Sergeant Michael Jordan, Officer Tim McGinley, and Officer Jacob Metcalf who responded to a May 5 incident in which an individual was threatening to citizens, to the officers, and had stabbed himself several times in the throat. They were able subdue the individual and to provide first aid and are credited with saving his life.

He also noted that Officer William Ortiz completed his training in late April.

City Manager Schneider informed the Council that we may need to schedule a special meeting for consideration of a change order for the Library HVAC project. At this point it appears that the chiller unit is too large to get down the stairs and into the mechanical room. The option being considered is removal of a portion of the south wall where the water fountains are located. The unit would be lowered to the basement through this opening.

3. Proclamations.

- 3.A. Approve the proclamation designating the week of May 17 - 23, 2020 as "Emergency Medical Services Week" and authorize the Mayor to sign.

Motion to approve the proclamation designating the week of May 17 - 23, 2020 as "Emergency Medical Services Week" and authorize the Mayor to sign. This motion, made by Calvin and seconded by Hepp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

- 3.B. Approve the proclamation designating the week of May 17 - 23, 2020 as "National Public Works Week" and authorize the Mayor to sign.

Motion to approve the proclamation designating the week of May 17 - 23, 2020 as "National Public Works Week" and authorize the Mayor to sign. This motion, made by Calvin and seconded by Weedon, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

4. Public Hearings.

- 4.A. Public Hearing - Request for a special exception by Chelsey Eng (Project Sponsor) to locate a daycare center in a Residential Medium Density District (RM) - property located at 1211 Norris Avenue.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by Chelsey Eng (Project Sponsor) to locate a daycare center in a Residential Medium Density District (RM) - property located at 1211 Norris Avenue, with the City Attorney to act as hearing officer. This motion, made by Calvin and

seconded by Hepp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the May 18, 2020 City Council meeting (2 pages), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #4 - Land Use Action Request Form and attachments (6 pages); Exhibit #5 - applicants responses to Special Exception Considerations A - I (1 page); Exhibit #6 - Real Estate Purchase Agreement (5 pages); Exhibit #7 - Findings and Determinations of McCook City Council (2 pages); Exhibit #8 - City of McCook Zoning Ordinance #2016-2929 - Article 24 - Special Exceptions (2 pages); Exhibit #9 - City of McCook Zoning Ordinance No. 2016-2929 - Section 2111. Off-Street Parking (2 pages); and Exhibit #10 - Minutes of the May 11, 2020 Planning Commission meeting. Comment was taken from city staff before opening to public comment.

City Manager Schneider reviewed the following information contained in Exhibit #1: "An application for a special exception has been submitted by Chelsey Eng to allow for a daycare center in a Medium Density Residential (RM) District. The property at issue is located at 1211 Norris Avenue. The owner of the property is Pat Cherry and Melanie Cherry, and Robert Chalupa and Carol Chalupa. The property owners and Ms. Eng have entered into a purchase agreement for the sale of the property. The purchase agreement is conditioned upon the grant of a special exception. Daycare centers are allowed in the Medium Density Residential District (RM) if a special exception is granted by the City Council."

"Prior to the Cherry's and Chalupa's ownership, the property at 1211 Norris Avenue was used as a church. The property also contains a house that was used as a parsonage. Over the past few years, the property has remained vacant. If Ms. Eng's special exception application is approved, Ms. Eng would convert the "church" part of the property into a daycare facility. The "parsonage" would be used by Ms. Eng as her residence."

"City Staff has reviewed the application and has engaged in numerous conversations with Ms. Eng about her intended use of the "church". Staff is of the opinion that the grant of a special exception with conditions is appropriate. This opinion is based on Ms. Eng's representations of her project relative to the special exception requirements found in Zoning Ordinance No. 2016-2929, Article 24 - Special Exceptions, Section 2402 (5) (A -I)."

"Attached to Ms. Eng's application is an attachment that explains how she intends to comply with the special exception requirements. The attachment adequately explains how Ms. Eng will comply with special exception considerations C-I. Upon review, Staff has worked with Ms. Eng to address potential concerns regarding considerations A and B."

"With respect to consideration A, the property at 1211 Norris Avenue is fairly unique when compared to other properties in McCook. East "M" Street borders the property to the north. "East "M" Street is extremely narrow at the East 100 block, then widens as it stretches east. For this reason, two properties in the vicinity have constructed circle drives, in part, to assure traffic safety

and convenience. On review, Staff was concerned that a daycare facility at this particular location may negatively impact automotive and pedestrian safety, and convenience and traffic flow and control.”

“This brings us to consideration B. Consideration B requires a property to have sufficient off-street parking and loading areas where required. Due to the narrowness of East “M” Street, off-street parking becomes critical. Zoning Ordinance No. 2016-2929, Section 2111 - Off-Street Parking, states that a nursery or a primary school is required to have parking spaces equal to 30% of capacity, and 20% of capacity for all other educational facilities. Ms. Eng has informed Staff that at a maximum, her proposed daycare facility would provide care for 30 children. Based on the off-street parking ordinance, Ms. Eng would need to provide nine parking spaces. The "parsonage" sits on the east side of the property, adjacent to the ally. The parsonage has four, 45 degree, angled parking spaces available, five if the garage is included (which Ms. Eng intends to utilize for her own personal vehicle). That leaves four or five spaces that must be accounted for. Ms. Eng is in the process of hiring a contractor to construct a parking area whereby five stalls will be created to accommodate the property's parking needs. Staff has reviewed the layout of the property. Staff believes Ms. Eng can cut the curb and extend concrete to the sidewalk running along the north side of the property. There would need to be a slight adjustment to the sidewalk to provide 13 feet of space for the “M” Street parking stalls. The stalls would need to be angled. Taken together, counting the parking area off of the ally and creating five parking spaces by cutting the curb and concreting an area sufficient in size to meet the City's parking regulations, would assure compliance with Section 2111 of the Zoning Ordinance.”

“City Staff has received one phone call expressing concerns. The individual wasn't opposed to the grant of a special exception provided that Ms. Eng provided sufficient fencing on the south side of her property and accounted for ingress/egress/parking issues. As noted on Ms. Eng's attachment, the plan addresses fencing on the south portion of her property. Building Inspector, Barry Mooney, will work with Ms. Eng to make sure the fencing requirements are followed. Additionally, Ms. Eng states that she intends to construct a gated play area for her daycare children. The parking situation is addressed above.”

“Staff is comfortable with the grant of a special exception conditioned upon the construction of adequate parking spaces. Ms. Eng has stated to Staff that she is amenable to a condition being placed on the special exception that would require the five parking stalls on the north side of the property to be constructed as part of a special exception grant. Ms. Eng has spoke with at least one contractor about doing the work. The contractor has stated that he can construct the parking area, but that it will take time before he can complete the work due to other work obligations. Ms. Eng is in the process of reaching out to other contractors for additional quotes and time frames.”

“The Planning Commission voted 9-0 to approve the special exception application upon the conditions that five off-street parking stalls be constructed on the north side of the property by January 1, 2021 and that all federal, state, and local laws be followed.”

Ms. Eng was available to answer questions from the Council. She currently has a staff of two. If she adds more infants, staffing requirements are one adult to four babies. She would need to hire

another staff person and possibly a cook. Staff will park out back and the parking area would be utilized for drop-off of the children.

With no further comment, motion to adjourn the public hearing and to reconvene as a City Council. This motion, made by Calvin and seconded by Weedon, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

- 4.B. Approve a special exception to allow a daycare center in a Residential Medium Density District (RM) - property located at 1211 Norris Avenue with the conditions that five (5) off-street parking stalls be constructed on the north side of the property by January 1, 2021 and that all federal, state, and local requirements be followed.

Motion to approve a special exception to allow a daycare center in a Residential Medium Density District (RM) - property located at 1211 Norris Avenue with the conditions that five (5) off-street parking stalls be constructed on the north side of the property by January 1, 2021 and that all federal, state, and local requirements be followed. This motion, made by Calvin and seconded by Hepp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

- 4.C. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held April 27, 2020.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on a report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held April 27, 2020 with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.

YEA: 5, NAY: 0

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated May 18, 2020 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Agenda for the January 27, 2020 meeting of the Economic Development Plan Citizen's Advisory Review Committee and attachments (11 pages); and Exhibit #4 - the minutes of the January 27, 2020 Economic Development Plan Citizen's Advisory Review Committee (2 pages).

Andy Long, McCook Economic Development Director, and Sean Wolfe, president of the Economic Development Plan Citizen's Advisory Review Committee, reviewed the information presented in Exhibit #3 and answered questions from the Council. Comment was taken from city staff before opening to public comment.

McCook Economic Development Director Andy Long and Economic Development Plan Citizen's Advisory Review Committee President reviewed the information presented in Exhibit #3 and answered questions from the Council.

With no further comment, motion to adjourn the public hearing and reconvene as a City Council. This motion, made by Calvin and seconded by Hepp, passed.
Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

4.D. Receive and file the minutes of the January 27, 2020 Economic Development Plan Citizen's Advisory Review Committee meeting.

Motion to receive and file the minutes of the January 27, 2020 Economic Development Plan Citizen's Advisory Review Committee meeting. This motion, made by Calvin and seconded by Weedon, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

5. Consent Agenda.

Motion to approve the consent agenda. This motion, made by Weedon and seconded by Muehlenkamp, passed.

Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

5.A. Approve the minutes of the May 4, 2020 regular City Council meeting.

5.B. Receive and file the minutes of the May 11, 2020 Planning Commission meeting.

5.C. Receive and file the Financial Report for the period ending April 30, 2020.

5.D. Receive and file the claims for the month of April 2020 as published May 8, 2020.

5.E. Receive and file the Property Damage Incident Form from Lester Eugene Warren and instruct that it be submitted to the City's insurance carrier for review and appropriate action.

5.F. Adopt Resolution No. 2020-11 approving the execution of an Agency Agreement with the Department of Transportation-Division of Aeronautics of the State of Nebraska for Project No. 3-31-0052-016-2020 to be submitted by the Division to the Federal Aviation Administration to obtain Federal Assistance pursuant to the CARES Act, to assist airports in defraying a portion of the economic damage caused by the Coronavirus Disease 2019 (COVID 19) in the form of 100% grants to be used for any lawful purpose for which airports are currently able to use their funds other than airport planning, development, construction, or maintenance at the McCook Ben Nelson Regional Airport and authorize the Mayor to sign the agreement.

6. Regular Agenda.

6.A. Receive and file discussion regarding COVID-19 updates, with one of the topics to include

City of McCook baseball/softball facilities.

Discussion was held regarding COVID-19, included; the opening of baseball and softball facilities following the Governor's recommendations; how to open and meet all of the Governor's requirements; coaches and parents need to make decisions good for the children, we can't make the decision for them, it should be up to them; the Governor's guidelines are law, they must be followed; the League of Nebraska Municipalities and their attorney's recommend the signing of the waivers so that the baseball and softball leagues, coaches, and parents assume the responsibility; in the past, the City has required waivers and agreements, COVID-19 issues will be added to the new ones; at this point, the Governor's order is only for youth sports; the Recycling Center, Karrer Park, Library, Senior Center, and Municipal Center will remain closed; tennis courts will be opened up at Russell Park and Elk's Park, including Pickle Ball courts; the Library is working on a plan to phase in reopening; and the need for posting liability signs at the various locations as they are opened.

6.B. Council Comments.

Councilmember Muehlenkamp stated that he would like to see the Pool Committee scheduled before the June 1 City Council meeting.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 7:25 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

McCook City Council
May 27, 2020
12:00 PM Central

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, special/audio conferencing, and public session at 12:00 o'clock P.M. The meeting was open to the public via audio and teleconference means pursuant to the Governor's Executive Order No. 20-03 issued on March 17, 2020.

Present: Mayor Gonzales, Councilmember Weedin.

Present via audio/teleconference means: Councilmember Muehlenkamp.

Absent: Councilmember Hepp, Calvin.

City Officials present: City Manager Schneider, City Attorney Mustion, Deputy City Clerk Burkey.

City Officials and members of the public present via audio/teleconference means: McCook Daily Gazette Reporter Lorri Sughroue and public Bob Elder.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on May 23, 2020, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public via audio/teleconference means.

Mayor Gonzales announced that in accordance with Section 84-1412 of the Nebraska Revised Statutes, a current copy of the Open Meetings Act is available for public review on the City of McCook's website and called the meeting to order.

1. Adopt Resolution No. 2020-12 which postulates that there is a risk of exposure to COVID-19 through the use of municipal property for youth baseball and softball; requiring that any individual, organization or group sponsoring youth baseball or softball enter into the COVID-19 License and Management Agreement for Use of Municipal Property for Youth Baseball and Softball; requiring all interested parties to sign the Management Agreement; requiring the Youth Sports Guidelines issued by the State of Nebraska to be posted on all practice and playing fields; and mandating all participants and spectators to comply with all federal, state, and local laws, including all directed health measures and guidelines, and all additional security policies or procedures established by the City of McCook relating to COVID-19.

City Manager Schneider informed the Council that Thursday, May 21, the "Outline of Changes to

Upcoming DHMs Phase II" was announced by Governor Ricketts. The League worked with Andy Barry (the League's Outside Legal Counsel) and Trent Sidders of Cline Williams Law Firm to assist with the preparation of the resolution on today's agenda and the documents that have been shared with the various local baseball/softball interests.

Late Friday, May 22, the DHHS website listed the NEW "June 1st Statewide Sports Reopening Guidelines" for adult and youth "limited-contact" and "non-contact" sports. The NEW guidelines replaced the "Youth Sports Reopening Guidelines" announced by the Governor on May 11 which ONLY authorized youth baseball/softball practices and games. City Staff was not made aware of these changes until 4:30 P.M. yesterday afternoon. The League, along with their legal staff worked on making revisions to their documents, which were released to municipalities around 10:00 A.M. today. A conference call was held with the League at 11:00 A.M. to discuss the revised documents. Staff is requesting consideration of Resolution No. 2020-12 be postponed until the June 1, 2020 City Council meeting to allow for review of the documents to be presented.

I move to postpone consideration of Resolution No. 2020-20 until the June 1, 2020 Regular City Council meeting. This motion, made by Gonzales and seconded by Weedin, passed.
Gonzales: YEA, Hepp: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA.
YEA: 5, NAY: 0

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 12:07 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
JUNE 1, 2019 CITY COUNCIL MEETING**

ITEM: 3.B.

RECOMMENDATION:

Recommend approval to the Nebraska Liquor Control Commission the Application for Reconstruction submitted by Suhr Enterprises, Inc., dba "Gary's Super Foods IV", 212 Westview Plaza, which holds License #C-122060, adding Godfather's Pizza to licensed area (approximately 32' X 15'); making the new description "One Story Building approximately 197' X 193', including Godfather's Pizza.

BACKGROUND:

Upon notice from the Liquor Control Commission, this application is being presented to the Council for consideration. The Council may choose not to make a recommendation of approval or denial to the Commission.

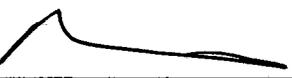
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

May 28, 2020



Nathan A. Schneider, City Manager

May 28, 2020



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe

Executive Director

301 Centennial Mall South 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

May 18, 2020 TB

MCCOOK CITY CLERK

Dear Clerk:

Please present the following application for Reconstruction to your board and send us the results of that action.

RECONSTRUCTION:

LICENSE #: C-122060
LICENSEE: SUHR ENTERPRISES INC
TRADE NAME: GARY'S SUPER FOODS IV
ADDRESS: 212 WESTVIEW PLAZA
CITY/COUNTY: MCCOOK / RED WILLOW
CONTACT NUMBER: 308-530-9051
CONTACT PERSON: GARY SUHR
EMAIL: GLSUHR@YAHOO.COM

ADDING: GODFATHERS PIZZA TO LICENSED AREA IRREGULAR SHAPED APPROX 32 X 15

**NEW DESCRIPTION: ONE STORY BUILDING APPROX 197 X 193 INCLUDING
GODFATHER'S PIZZA**

APPROVED _____ DISAPPROVED _____

Tracy Burmeister
Licensing Division
NEBRASKA LIQUOR CONTROL COMMISSION
Tracy.burmeister@nebraska.gov

**APPLICATION FOR RECONSTRUCTION
TO LIQUOR LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



Application:

- Must include processing fee of \$45.00 checks made payable to Nebraska Liquor Control Commission (NLCC) or you may pay online at www.ne.gov/go/NLCCpayport
- Must include simple hand drawn sketch showing area to licensed, must include outside dimensions in feet (not square feet), show direction north.
NO BLUE PRINTS
- May include approval from the local governing body; no reconstruction shall be approved unless endorsed by the local governing body
- Check with your local governing body for any additional requirements that may be necessary in making this request for reconstruction

LIQUOR LICENSE # 122060 CLASS TYPE Class C
LICENSEE NAME Suh Enterprises Inc
TRADE NAME Grays Super Foods IV
PREMISE ADDRESS 212 Westview Plaza
CITY McCook ZIP CODE 69001 COUNTY Red Willow
CONTACT PERSON Grays Inc
PHONE NUMBER OF CONTACT PERSON 308 5304051
EMAIL ADDRESS OF CONTACT PERSON g1suh@yahoo.com

Repts created



1. What is being reconstructed?
 Explain why this area is being rebuilt

O.P. Pharmacy THAT WAS CLOSED and we turned
it INTO a GODFATHERS EXPRESS

2. Include a sketch of the area to be licensed showing:
- ✓ Include sketch of building to be licensed with length & width in feet
 - ✓ Is outdoor area to be licensed include on sketch with length & width
 - ✓ Indicate the direction north
 - ✓ Indicate single story building or give number of floors, how many are licensed
 - ✓ Indicate if there is a basement to be included in the licensed description
3. If reconstructing an outdoor area explain:
- ✓ type of fencing
 - ✓ height of fence
 - ✓ length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances. Rule Chapter 2-012.07

I acknowledge under oath that the premises as reconstructed to comply in all respects with the requirements of the act. Neb Rev Stat §53-129

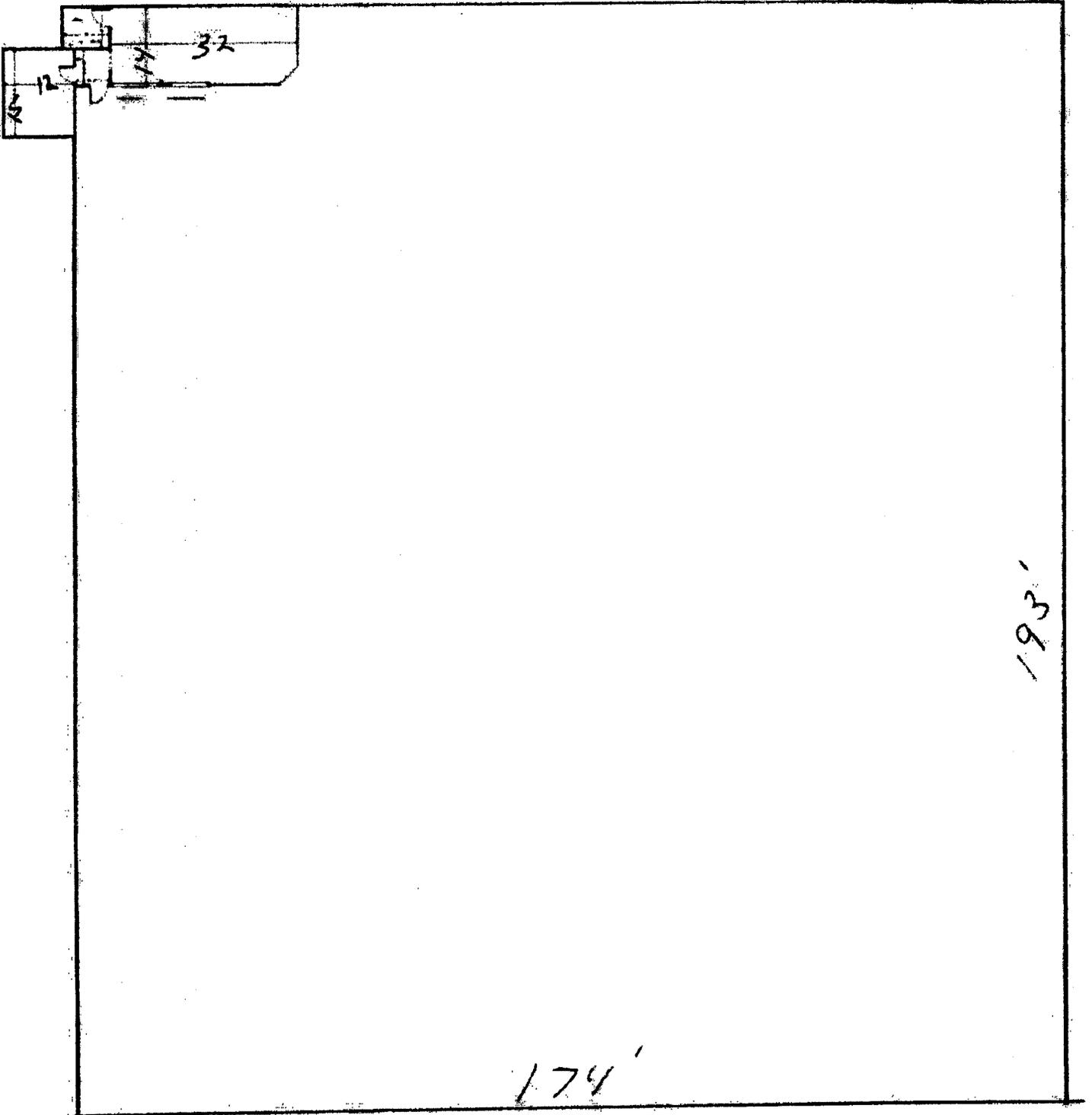


 Signature of Licensee or Officer

State of Nebraska
 County of _____ The foregoing instrument was acknowledged before me this _____
 _____ by _____
Date name of person acknowledged (individual(s) signing document)

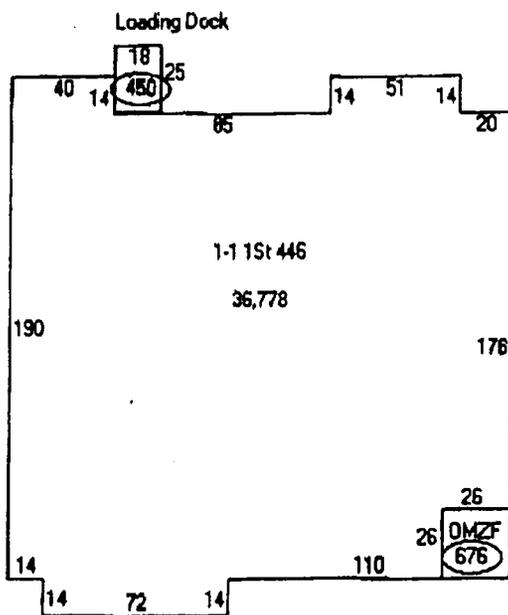
 Notary Public signature

Affix Seal



urrent Move: L2U2

Parcel #: 001720300



-- Denotes common wall

CITY MANAGER'S REPORT
June 02, 2020 CITY COUNCIL MEETING

ITEM: 3.C.

RECOMMENDATION:
APPROVE AN APPLICATION FROM GREAT PLAINS COMMUNICATIONS TO OCCUPY CITY RIGHT OF WAY IN THE ALLEY BETWEEN NORRIS AVE. AND WEST 1ST ST. FROM WEST A ST TO THE NORTH SIDE OF WEST B ST. FOR THE PURPOSE OF INSTALLING UNDERGROUND FIBER OPTIC CABLE

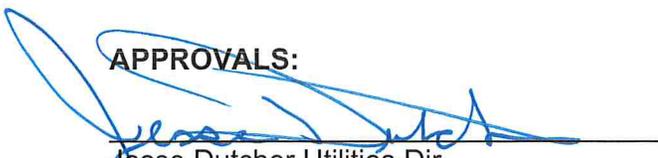
BACKGROUND:
Great Plains Communications (GPC) of Blair, NE is seeking permission to occupy City right-of-way in the alley between West 1st St and Norris Ave. to install new fiber optic cable. The cable will be bored in below the alley's concrete surface beginning at West A St. and running north to the north side of B St. At this point the cable will await connection to the next phase.

GPC has acquired an additional permit from NE Department of Transportation allowing the installation to be on the state right-of-way along Hwy 83.



FISCAL IMPACT: None, Great Plains Communications has a performance fee on deposit with the City of McCook.

APPROVALS:



Jesse Dutcher Utilities Dir.

May 21, 2020



Kyle Potthoff, Public Works Dir.

May 21, 2020



Nate Schneider, City Manager

May 21, 2020



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 5-11-2020
ADDRESS: 1009 West B Street PHONE: 402-278-2325
FAX: 308-364-9060 START DATE: May 2020 FINISH DATE: August 2020

A CASH BOND IS REQUIRED FOR ALL RIGHT-OF-WAY ENCROACHMENTS

Type: (circle) Over-Cross <u>Under-Cross</u> Occupy Miscellaneous	With a: (circle) Water Line Sewer Line Gas Line Telephone Line <u>(Underground Aerial)</u>	Tree Trimming/Removal Grading Other Electric Line (Underground Aerial)
---	---	--

Location: Beginning _____ feet (East West North South) of Intersection _____
and ending (East West North South) _____ feet of Intersection
Map attached

Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued will be cancelled if the work specified is not completed within the term listed on the permit or within any additional length of time granted. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. **The Applicant may cancel the permit with written notification at any time prior to beginning work on right-of-way.**

Performance Guarantee: (Make Payable to City of McCook)

Amount: \$ _____ Check No. _____ Or FID No. _____

This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

NOTE: Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed and all information such as sizes, distances, dimensions, sleeves, cuts and fills, erosion control measures, etc., when applicable. City of McCook Municipal Code §94.34.


Applicant's Signature

Recommended By _____

Date _____

Director of Public Works Approval _____

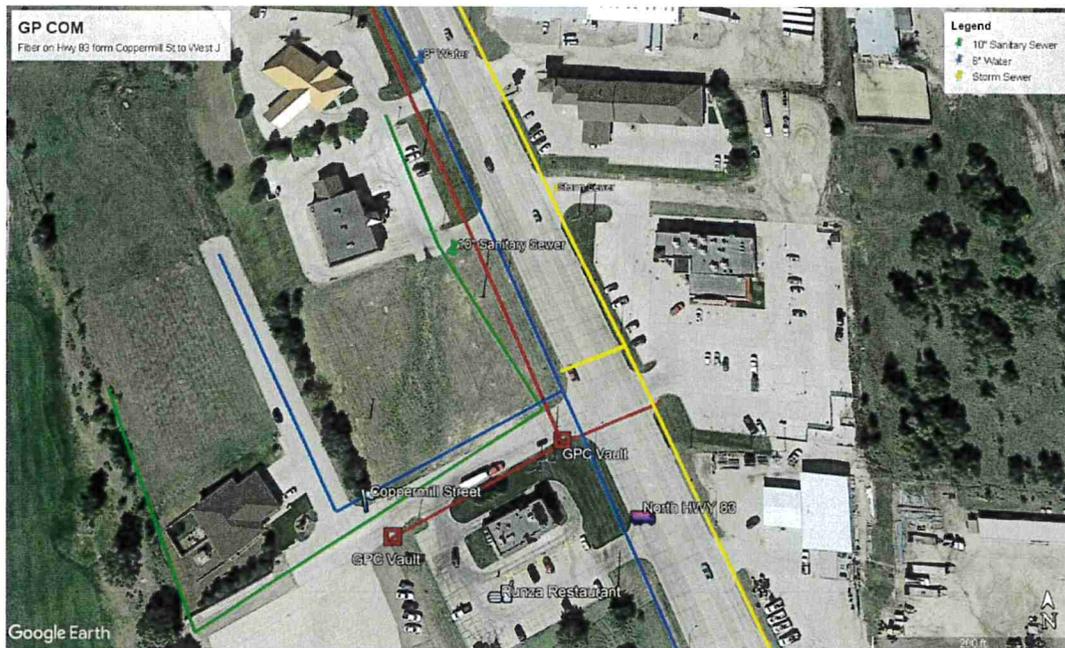
CITY MANAGER'S REPORT
June 02, 2020 CITY COUNCIL MEETING

ITEM: 3.D.

RECOMMENDATION:
APPROVE AN APPLICATION FROM GREAT PLAINS COMMUNICATIONS TO OCCUPY RIGHT OF WAY FOR THE PURPOSE OF INSTALLING UNDERGROUND FIBER OPTIC CABLE PROVIDING SERVICE TO BUSINESSES ALONG NORTH HWY 83 FROM COPPERMILL STREET TO WEST J STREET.

BACKGROUND:
Great Plains Communications (GPC) of Blair, NE is seeking permission to occupy right-of-way to extend service to customers along the west side of North Hwy 83 from Coppermill St to West J St. The cable will originate in an existing underground vault at the southwest corner of the intersection of Coppermill Street and North Hwy 83. From this location, the cable will cross Coppermill St. from the south to the north. It will continue north on the west side of North Hwy 83 to the West J St. intersection.

GPC has acquired an additional permit from NE Department of Transportation allowing the installation to be on the state right-of-way along Hwy 83.



FISCAL IMPACT: None, Great Plains Communications has a performance fee on deposit with the City of McCook.

APPROVALS:



Jesse Dutcher Utilities Dir.

May 21, 2020



Kyle Potthoff, Public Works Dir.

May 21, 2020



Nate Schneider, City Manager

May 21, 2020



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 5-11-2020
ADDRESS: 1009 West B Street PHONE: 402-278-2325
FAX: 308-364-9060 START DATE: May 2020 FINISH DATE: August 2020

A CASH BOND IS REQUIRED FOR ALL RIGHT-OF-WAY ENCROACHMENTS

Type: (circle) Over-Cross <u>Under-Cross</u> Occupy Miscellaneous	With a: (circle) Water Line Sewer Line Gas Line <u>Fiber</u> Telephone Line (Underground - Aerial)	Tree Trimming/Removal Grading Other Electric Line (Underground Aerial)
---	--	--

Location: Beginning _____ feet (East West North South) of Intersection _____
and ending (East West North South) _____ feet of Intersection
Map attached

Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued will be cancelled if the work specified is not completed within the term listed on the permit or within any additional length of time granted. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. The Applicant may cancel the permit with written notification at any time prior to beginning work on right-of-way.

Performance Guarantee: (Make Payable to City of McCook)

Amount: \$ _____ Check No. _____ Or FID No. _____

This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

NOTE: Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed and all information such as sizes, distances, dimensions, sleeves, cuts and fills, erosion control measures, etc., when applicable. City of McCook Municipal Code §94.34.

[Signature]
Applicant's Signature

Recommended By _____

Date _____

Director of Public Works Approval _____

Untitled Map

Write a description for your map.

Legend

-  Days Inn McCook
-  First Central Bank McCook
-  Home Town Agency
-  Jehovah's Witnesses
-  Runza® Restaurant
-  Untitled Path
-  U-Save Pharmacy

Google Earth

© 2020 Google

300 ft

83

Veterans of Foreign Wars Memorial Hwy

SPRINGFIELD



CITY MANAGER'S REPORT
June 02, 2020 CITY COUNCIL MEETING

ITEM: 3.E.

RECOMMENDATION:

APPROVE AN APPLICATION FROM GREAT PLAINS COMMUNICATIONS TO OCCUPY CITY RIGHT OF WAY IN THE ALLEY BETWEEN NORRIS AVE. AND EAST 1ST ST. FROM EAST A ST TO THE NORTH SIDE OF EAST B ST. FOR THE PURPOSE OF INSTALLING UNDERGROUND FIBER OPTIC CABLE

BACKGROUND:

Great Plains Communications (GPC) of Blair, NE is seeking permission to occupy City right-of-way in the alley between East 1st St and Norris Ave. to install new fiber optic cable. The cable will be bored in below the alley's concrete surface beginning at East A St. and running north to the north side of B St. At this point the cable will await connection to the next phase.

GPC has acquired an additional permit from NE Department of Transportation allowing the installation to be on the state right-of-way along Hwy 83.



FISCAL IMPACT: None, Great Plains Communications has a performance fee on deposit with the City of McCook.

APPROVALS:



Jesse Dutcher Utilities Dir.

May 21, 2020



Kyle Potthoff, Public Works Dir.

May 21, 2020



Nate Schneider, City Manager

May 21, 2020



P.O. BOX 1059 • 505 WEST C • McCook, NE 69001-1059 • PHONE (308) 345-2022 • FAX (308) 345-1461

APPLICATION TO OCCUPY RIGHT-OF-WAY

APPLICANT NAME: Great Plains Communications DATE: 5-11-2020
ADDRESS: 1009 West B Street PHONE: 402-278-2325
FAX: 308-364-9060 START DATE: May 2020 FINISH DATE: August 2020

A CASH BOND IS REQUIRED FOR ALL RIGHT-OF-WAY ENCROACHMENTS

Type: (circle)
Over-Cross
Under-Cross
Occupy
Miscellaneous

With a: (circle)
Water Line
Sewer Line
Gas Line
Telephone Line
(Underground Aerial)
Fiber
Tree Trimming/Removal
Grading
Other
Electric Line
(Underground Aerial)

Location: Beginning _____ feet (East West North South) of Intersection _____
and ending (East West North South) _____ feet of Intersection
Map attached

Requirements: The applicant agrees to complete this work in accordance with the terms and conditions of the City of McCook. Any permit issued will be cancelled if the work specified is not completed within the term listed on the permit or within any additional length of time granted. Request for an extension of time to complete the work must be made in writing. Any extension granted will be acknowledged in writing by the City of McCook. The Applicant may cancel the permit with written notification at any time prior to beginning work on right-of-way.

Performance Guarantee: (Make Payable to City of McCook)
Amount: \$ _____ Check No. _____ Or FID No. _____
This guarantee is for the faithful compliance by the Applicant to the terms of the permit. It is understood that should the Applicant fail to perform the work as set forth in the permit, the City of McCook will have the right to keep the performance guarantee as liquidated damages for its necessary supervisory and inspection expenses and to initiate such legal proceedings as are necessary to secure either performance of the work in compliance with the terms of the permit or the restoration of the right-of-way to its previous condition prior to the activities of the Applicant.

NOTE: Please provide a location plan for over-cross or under-cross of location to occupy City of McCook right-of-way. When your project requires engineering plans, please submit four sets of plans, no larger than 18"x24". The engineering plans shall show the general features of the work to be completed and all information such as sizes, distances, dimensions, sleeves, cuts and fills, erosion control measures, etc., when applicable. City of McCook Municipal Code §94.34.

[Signature]
Applicant's Signature

Recommended By _____ Date _____ Director of Public Works Approval _____

Untitled Map

Write a description for your map.

Legend



Google Earth

© 2020 Google

400 ft

CITY MANAGER'S REPORT
JUNE 1, 2020 CITY COUNCIL MEETING

ITEM: **3.F.**

RECOMMENDATION:

APPROVE DRAWINGS AND SPECIFICATIONS FOR THE WEST GOLF COURSE LIFT STATION RENOVATION AND SET DATE TO RECEIVE BIDS AS JUNE 24TH 2020 AT 2:00 PM

BACKGROUND:

The City of McCook Sewer Department currently operates 5 lift stations. Over the last several years the Barnett Park, Karrer Park, M Street and the East Golf Course Lift Stations have been updated with new equipment and in the case of the Barnett Park Lift Station a completely different configuration. Which eliminates the below ground "dry well" that housed the pumps and controls by installing submersible pumps directly into the wet well.

The current budget contains funding to do the same type of work to the West Golf Course Lift Station (WGCLS). The lift station serves the homes on the west part of the golf course and the Walmart Super Center.

Miller and Associates have completed the drawings, specifications and bid documents to have the project advertised and receive bids on June 24th at 2:00 PM at the City Building in the Council Chambers.

When completed the WGCLS will have the same type of configuration as the Barnett Park Lift Station. The rehabilitation will utilize the existing "wet well" with the installation of a package submersible pump system, which will raise the electrical and other components above ground. This design greatly reduces the potential of flood damage to the equipment and eliminates the confined entry needed when doing maintenance or making repairs with the current below ground dry well.

Maintenance or repairs with the new submersible pumps is done by lifting the pumps out of the wet well using a wench and completing the work above ground. This is much safer and allows for the dry well installation to be completely decommissioned.

FISCAL IMPACT: None

Sewer Capital Replacement 70-061-56030 West Golf Course Lift Station Rehab

Funding Source: *Sewer Collections/Reserves*

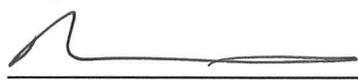
RECOMMENDATION:

APPROVALS:



Jesse Dutcher, City Utility Director

Date: May 27, 2020



Nate Schneider, City Manager

Date: May 27, 2020

ADVERTISEMENT FOR BIDS

Sealed BIDS will be received at the City Clerk's Office by Lea Ann Doak, City Clerk, in City of McCook, 505 West "C" Street, McCook, Nebraska until June 24, 2020, at 2:00 P.M., Local Time, and then such bids shall be immediately publicly opened and read aloud in the City Council Chambers, for furnishing all equipment, labor, materials and appurtenances required to construct a new above-ground valve vault, submersible pumps, motors and abandonment of existing lift station. The work will include construction of **West Golf Course Lift Station Renovation, McCook**, and related appurtenances.

The Owner reserves the right to reject any or all bids; and to waive irregularities or informalities to accept the BID it deems most beneficial. Bids received after the specified time of closing will be returned unopened. The Owner will accept only those sealed bids, either hand delivered or received via U.S. Mail or other commercial carrier. Items transmitted by facsimile or electronically will not be accepted.

The Contract Documents may be examined at the following locations:

Miller & Associates, 1111 Central Avenue, Kearney, NE 68847
Miller & Associates, 109 East 2nd Street, McCook, NE 69001
City of McCook, 505 West "C" Street, McCook, NE 69001

Copies of the Contract Documents may be obtained at the office of Miller & Associates, Consulting Engineers, P.C. located at 1111 Central Avenue, P.O. Box 306, Kearney, Nebraska 68847, Telephone 308/234-6456 upon payment of \$40.00 for each half-size set. Full-size sets of documents can be obtained for a deposit of \$55.00. Any PLAN HOLDER, upon returning the CONTRACT DOCUMENTS within fourteen (14) days of the BID OPENING, and in good condition, will be refunded \$10.00. A complete set of electronic copies of drawings, specifications, contract documents and proposal form may be obtained from www.miller-engineers.com for a fee of \$25.00 (non-refundable). Once logged into the website, go to "Bidding Documents" [in the upper right-hand corner of the homepage] and you can select the set of documents to download.

Each BIDDER will be required to submit with his proposal, a certified check, cashier's check or bid bond made payable, without condition, to the City Clerk, McCook, Nebraska, in an amount equal to five percent (5%) of the proposal.

The Owner is an equal opportunity employer and requires all contractors and consultants to comply with all applicable Federal and State laws and regulations.

The Owner, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

CITY OF MCCOOK, NEBRASKA

-s- Lea Ann Doak, City Clerk

Publish: June 5, 12, and 19, 2020.

Since Miller & Associates now provide that a complete set of electronic copies of drawings, specifications, contract documents and proposal form may be obtained for a fee of \$25.00 (non-refundable), an electronic copy of the specifications will not be attached to the council packet. If you desire to view the documents hard copies are available at the office of the City Clerk.

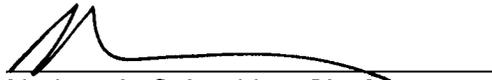
**CITY MANAGER'S REPORT
JUNE 1 2020 MCCOOK CITY COUNCIL MEETING**

ITEM 4.A. Receive and file a discussion regarding COVID-19 updates, with one of the topics to include the easing of COVID-19 related restrictions.

BACKGROUND:

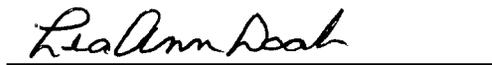
This agenda item has been included to discuss COVID-19 issues and how they relate to the City of McCook. For this agenda item, Staff would like to focus on easing some of the restrictions put in place by the City of McCook as a response to COVID-19.

APPROVALS:



Nathan A. Schneider, City Manager

May 28, 2020



Lea Ann Doak, City Clerk

May 28, 2020

**COVID-19: Resolution of the City Council of the City of McCook, Nebraska
Regarding Use of Municipal Property for Adult and Youth Baseball and Softball**

A Resolution of McCook, Nebraska, Regarding the Risk of Exposure to COVID-19 through the Use of Municipal Property for Adult and/or Youth Baseball and Softball.

Recitals

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact;

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect;

WHEREAS, directed health measures are in effect for every County in the State of Nebraska through May 31, 2020, and are likely to be extended by the Governor in some form for most or all Counties after May 31, 2020;

WHEREAS, on May 22, 2020, the Governor announced that the directed health measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain adult and youth sports, specifically baseball and softball;

WHEREAS, a copy of the June 1st Statewide Sports Reopening Guidelines is attached to this Resolution as Exhibit "A" and incorporated herein as part of these Recitals;

WHEREAS, players, coaches, officials, and others who participate in baseball and softball games, practices, and related activities, and spectators who attend such activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the municipal property and/or facilities on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in baseball or softball games, practices, or related activities; and

WHEREAS, it is the intent of the City of McCook to permit the resumption of adult and youth baseball and softball on municipal property, in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including, but not limited to the June 1st Statewide Sports Reopening Guidelines, and such further laws and guidance that may be issued in the future, provided that every individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that participants in such activities sign an agreement that releases the City of McCook, its elected and appointed officials and employees, and all other participants in adult and/or youth baseball and softball from liability associated with exposure to COVID-19 in the course of such activities.

NOW, THEREFORE, BE IT RESOLVED by the City Council that any individual, organization or group sponsoring adult and/or youth baseball or softball that wishes to use the playing or practice fields or other facilities of the City of McCook for baseball or softball games, practice, or related activities will be required to enter into the COVID-19: License and Management Agreement for Use of Municipal Property for Adult and Youth Baseball and Softball attached hereto as Exhibit "B". These License Agreements will be maintained by the Municipal Clerk and shall constitute an addendum to any other contract, license agreement, lease, or agreement allowing the use of the municipal property and facilities of the City of McCook by the same individual, organization, or group.

BE IT FURTHER RESOLVED that, in order to enter the playing or practice fields or other facilities of the City of McCook to participate in baseball or softball games, practices, or related activities, all players, coaches, officials and other participants must sign the agreement titled COVID-19: Adult and Youth Baseball and Softball Participants Agreement in substantially the same form as attached hereto as "Exhibit C". Each team wishing to participate on the grounds of the City of McCook must provide copies of signed Agreements for all participants affiliated with the team, together with a roster containing a complete list of the names of all players, coaches, officials, and others affiliated with the team. Copies of these documents must be provided to and shall be maintained by the Municipal Clerk.

BE IT FURTHER RESOLVED that, for the avoidance of doubt as to the risk assumed by participants and spectators, in order to encourage compliance with directed health measures and guidelines, and in order to promote public safety, the applicable provisions of the June 1st Statewide Sports Reopening Guidelines, shall be posted on all practice and playing fields where adult and/or youth baseball and/or softball are played. If the June 1st Statewide Sports Reopening Guidelines, are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be posted in the same manner.

BE IT FURTHER RESOLVED that all participants and spectators shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the City of McCook relating to COVID-19 or other safety or hygiene precautions while present on municipal property, understanding that the City of McCook may elect to deny entrance to its playing and/or practice field and facilities, to any non-complying participant or spectator, or to require a non-complying participant or spectator to leave the premises at any time.

BE IT FURTHER RESOLVED that officials and employees of City of McCook are authorized to execute the directives set forth in this Resolution.

RESOLVED this ____ day of _____, 2020.

ATTEST:

By: _____, (Mayor)

By: _____, (Municipal Clerk)

**COVID 19: License and Management Agreement
for Use of Municipal Property for Adult and Youth Baseball and
Softball**

This License and Management Agreement (the "License"), dated for reference purposes only as of the ____ day of _____, 2020, is entered into by and between _____ ("Licensor") and _____ ("Licensee").

RECITALS

- A. Licensor owns the real estate legally described as follows, to wit: the Tenth Addition McCook Block 10, All. This real estate and its improvements are more commonly referred to as Felling Field and is located at East 6th & D Streets in McCook.
- B. Licensor leases the following described real estate from Red Willow County and the Red Willow County Fair Board, to wit:

A tract of land in the NW1/4 of the SE1/4 of Section 19, Township 3 North, Range 29 West of the Sixth P.M., in Red Willow County, Nebraska; more particularly described as follows:

Beginning at a point in the north line of West M Street on the quarter section line of said Section 19. Thence north along said quarter section line for a distance of 660 feet, more or less to a point; thence easterly along a line parallel to said north line of West M Street, for a distance of 830 feet; more or less; to a point; thence south along a line, parallel to the quarter section line, for a distance of 260 feet; more or less; to a point; thence easterly along a line, parallel to the north line of said West M Street, for a distance of 300 feet; more or less; to a point; thence south along a line parallel to the quarter section line, for a distance of 400 feet; more or less; to a point in the north line of said West M Street; thence westerly along said north line of West M Street to the point of beginning. Containing 15.35 acres more or less.

Except a tract of land, deeded to the City of McCook, more particularly described as follows:

Beginning at a point 487.06 feet north of the north line of West M Street, said point being in the west line of the SE1/4 of Section 19, Township 3 North, Range 29 West of the Sixth P.M., in Red Willow County, Nebraska; thence north along said quarter section line for a distance of 120 feet to a point; thence turning a deflection angle of 91 Degrees 18 Minutes to the right and

proceeding easterly for a distance of 150 feet to a point; thence turning a deflection angle of 88 Degrees 42 Minutes to the right and proceeding south for a distance of 72 feet to a point; thence turning a deflection angle of 45 Degrees 6 Minutes to the right and proceeding southwesterly for a distance of 66.6 feet to a point; thence turning a deflection angle of 46 Degrees 12 Minutes to the right and proceeding westerly for a distance of 103 feet, more or less to the point of beginning and containing .39 acres, more or less.

Said leased property is more commonly referred to as the Jaycees Complex and is located at West 10th and M Streets in McCook.

C. Licensor owns and/or leases the following real estate used as practice fields and said practice fields are legally described as follows, to wit:

- (i) That part of River Lot Six (6), Section Thirty-two (32), Township three (3) North, Range twenty-nine (29) West of the 6th P.M. in Red Willow County, Nebraska, which lays west of U.S. Highway No. 83 except the South 231 feet; more particularly described as follows:

Commencing at a point in the West line of said Lot Six (6) which bears North 00 degrees 7 minutes East a distance of 231 feet from the center quarter corner of said Section thirty-two (32); thence continuing North 00 degrees 7 minutes East in the West line of said Lot Six (6) a distance of 1,837 feet to the original right bank meander line of the Republican River (1872 Survey); thence bearing East along the right bank of said river a distance of 63 feet; thence bearing South 40 degrees East along the right bank of said river a distance of 726 feet; thence bearing South 37 degrees East along the right bank of said river a distance of approximately 120 feet to the West line of U.S. Highway No. 83 R.O.W.; thence bearing South 20 degrees 37 minutes West in the said R.O.W. line a distance of approximately 1,280 feet; thence bearing North 89 degrees 47 minutes West a distance of 124 feet to the point of beginning.

The intention being to convey land only located West of U.S. Highway 83.

This real estate and its improvements are more commonly referred to as Barnett Park Practice Field.

- (ii) That part of the Northeast Quarter of Southeast Quarter (NE1/4 SE1/4) of Section 30, Township 3 North, Range 29 West of the

Sixth Principal Meridian, City of McCook, Red Willow County, State of Nebraska described as follows:

Beginning at the Southwest corner of said Northeast Quarter of Southeast Quarter of Section 30; thence North along the west line of said Quarter-Quarter Section, 66 feet; thence East along a line parallel with the South line of said Quarter-Quarter Section, 372 feet; thence North along a line parallel with the said West line of Quarter-Quarter Section, 113 feet; thence West along a line parallel with the said South line of Quarter-Quarter Section, 372 feet to the said West line of Quarter-Quarter Section; thence North along the said West line of Quarter-Quarter Section to a point 100 feet radially distant, Southeasterly from the center line of Burlington Northern Inc. main line railroad track; thence Easterly along a line concentric and parallel with the said center line of Burlington Northern Inc. main line railroad track to the East line of Federal Avenue; thence South along the said East line of Federal Avenue to the said South line of Quarter-Quarter Section; thence West, 438 feet to the point of beginning.

This real estate and its improvements are more commonly referred to as Federal Avenue Practice Field.

- (iii) That part of Block One (1), Four Corners Addition to the City of McCook, Red Willow County, Nebraska, described as follows: Commencing at the Southeast Corner of said Block (being the Southernmost corner of said Block 1, which is triangular in shape); thence Northwesterly following the meandered West line of said Block, a distance of 554.6 feet; thence Easterly 216.5 feet to a point which is 695.9 feet South of the Northeast Corner of said Block; thence South 510.3 feet to the point of beginning.

Part of Block 1, Four Corners Addition to the City of McCook, Red Willow County, Nebraska, described as follows: Commencing at the northeast corner of said Block 1; thence west 562.5 feet to the northwest corner of said Block; thence in a southeasterly direction, following the meandered west line of said Block a distance of 736.4 feet; thence easterly 216.5 feet to a point on the east line of Block 1, which is 695.9 feet southerly from the point of beginning; thence north to the point of beginning, EXCEPT that certain parcel conveyed to the State of Nebraska for highway purposes and subject to the terms and conditions imposed, by deed at Book 122 page 071.

This real estate and its improvements are more commonly referred to as W.A.G.S. Practice Field.

(iv) A tract of land in the southwest quarter of section numbered nineteen (19), township numbered three (3), north, or range numbered twenty-nine (29), west of the sixth principal meridian, described as follows: beginning at the northeast corner of Calvary Cemetery, running thence north six hundred sixty feet (660), thence west three hundred thirty feet (330), thence south six hundred sixty feet (660) to the northwest corner of said Calvary Cemetery, thence east to the place of beginning, in Red Willow County, Nebraska.

This real estate and its improvements are more commonly referred to as St. Patrick Catholic Church Practice Field.

- D. Hereinafter Felling Field, Jaycees Complex, Barnett Park Practice Field, Federal Avenue Practice Field, W.A.G.S. Practice Field, St. Patrick Catholic Church Practice Field and all other property owned and/or leased by Licensor suitable for baseball and/or softball games and/or practices will be referred to together as the "Premises".
- E. Licensor has obtained written consent to sub-license the Jaycees Complex for the 2020 baseball/softball season.
- F. The Licensee desires to license the Premises.
- G. The Premises include a baseball and/or softball playing field and associated improvements and structures.
- H. Licensee is involved in organizing adult and/or youth baseball and/or softball in the municipality.
- I. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation and is not able to ensure that operation of the Premises during all practices and games follows the current applicable rules for safe operation.
- J. Licensee desires to utilize the Premises for adult and/or youth baseball, softball, and/or related activities and is willing to enter into this License in order to manage the Premises in accordance with the applicable rules for safe operation.
- K. Licensor desires to enter into this License whereby Licensee shall license and manage the Premises for Licensor, subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to license to Licensee the Premises, as defined above. Such area includes the community ball field(s) and the structures and improvements associated with the ball field(s), including, but not limited to, the bleachers, stands and restroom facilities. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to perform all of Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use such other portions of the Premises as is necessary for Licensee to access the Premises.

2. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the Premises during the License Term when the Premises are being utilized pursuant to this License. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to, the June 1st Statewide Sports Reopening Guidelines issued by Governor Ricketts, attached hereto as Exhibit "A" and incorporated by this reference, any other comparable guidelines that may be promulgated by the State of Nebraska regarding sports or other recreational activities, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Licensor (collectively the "Rules"). Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches or appropriate personnel utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all coaches or team managers to ensure that the Rules are followed.

3. Term. The License term is effective and shall commence on June 1, 2020, and conclude on August 1, 2020. Either party shall have the right to terminate this License by providing the other party with no less than 14 days prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor's discretion, that Licensee has failed to manage and operate the Premises in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

4. Acceptance of Premises. By taking possession of the Premises, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and

has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use. Licensee also acknowledges and agrees that Licensee is only utilizing a portion of the Real Property that is described herein as the Premises and that Licensor and other parties also shall have the right to use the Real Property during the License Term, subject to the reasonable licensing discretion of Licensor. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

5. Quiet Enjoyment. Upon Licensee observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee hereunder, Licensee shall have possession of the Premises for the entire term hereof, subject to all of the provisions of this License.

6. Utilities. Licensee acknowledges that the utilities necessary for the operation of the Premises are provided by Licensor and Licensee shall use such utilities in the manner required for the proper operation of the Premises and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Premises shall be paid by Licensor.

7. Maintenance. Licensee shall, during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for the purposes set forth in this License. Such obligation shall include, but not be limited to, cleaning and disinfecting restroom facilities regularly (at a minimum every two hours) while players and fans are present, and placing markings on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart if any such restroom facilities are included and open for use on the Premises. Licensee shall also ensure that the concession stand, if any, is only allowed to open if all requirements set forth in the Rules are followed. Licensee shall ensure that the stands or bleachers are only utilized in accordance with the applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Licensor shall be responsible for any mowing, irrigation, or application of fertilizer or weed control on the Premises in accordance with past practices of Licensor. Provided, however, Licensee shall be responsible for any of the same if they are caused by Licensee's misuse or damage to the Premises. Licensee agrees to promptly notify Licensor of any maintenance or repair that is the responsibility of Licensor hereunder.

8. Insurance. If possible and financially feasible, Licensee shall endeavor to have an insurance policy that provides coverage for issues related to COVID-19, novel coronavirus, or similar issues.

9. Licensee's Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of

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

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

11. No Re-license. Licensor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensor agrees in writing.

12. Events of Default. The occurrence of the following event shall constitute an Event of Default: (i) the failure by Licensee to observe or perform any of the provisions of this License to be observed or performed by the Licensee if such failure continues for a period of ten (10) days, or such other period if this License specifically provides a different period for a particular failure, after written notice by Licensor to Licensee of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within ten (10) days, an Event of Default shall not be considered to have occurred if Licensee commences to cure such failure within such ten (10) day period and continues to proceed diligently with the cure of such failure.

13. Remedies. On the occurrence of an Event of Default, Licensor may at any time thereafter, with or without notice or demand and without limiting Licensor in the exercise of a right or remedy which Licensor may have by reason of such default or breach, exercise any rights or remedies Licensor may have at law or in equity, including, but not limited to, one or more of the following:

- A. declare the License at an end and terminated;
- B. sue for any damages sustained by Licensor;
- C. cure any breaches of Licensee's obligations to provide insurance or properly maintain the Premises.

14. Non-Exclusive Remedies. The remedies of Licensor set forth in Section 13 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity,

including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

15. Default by Licensor. Licensor shall not be liable to Licensee if Licensor is unable to fulfill any of its obligations under this License, if Licensor is prevented, delayed, or curtailed from so doing by reason of any cause beyond Licensor's reasonable control. Licensor shall not be in default unless Licensor fails to perform obligations required of Licensor within a reasonable time, but in no event later than thirty (30) days after written notice by Licensee to Licensor, specifying Licensor's failure to perform such obligation; provided, however, that if the nature of Licensor's obligation is such that more than thirty (30) days are required for performance, then Licensor shall not be in default if Licensor commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation.

16. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as Licensor requires.

17. Notices. Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Any notice given by mail shall be deemed received two (2) business days following the date such notice is mailed as provided in this Section. Any notice given by electronic mail or personally delivered shall be effective upon receipt. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

a. Licensor's Address: City of McCook - c/o Lea Ann Doak
505 West C Street
P.O. Box 1059
McCook, NE 69001

b. Licensee's Address: _____

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

19. Modification. This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and

any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

20. Relationship of Parties. No provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

21. Waiver. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

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

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

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

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

26. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

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

“LICENSEE”

By: _____
Its: _____

“LICENSOR”
CITY OF MCCOOK

By: _____
Its: _____

COVID-19: Adult and Youth Baseball and Softball Participants Agreement

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

Participant Name (Player, Coach, Official, or Other Participant):

Type of Participant (i.e., Player, Coach, Official, or Other Participant): _____

Address: _____

Municipality: _____ **State:** _____ **Zip:** _____

Telephone #: _____

Age of Participant: _____

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Both Parents or Legal Guardian(s) must sign.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

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

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

In consideration of the above-listed player, coach, or official ("Participant") being allowed to participate in baseball and/or softball on municipal property, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** every city or village (hereinafter, Municipality) on whose property and/or public facilities Participant participates in any baseball or softball games, practices, or related activities, together with each such Municipality's mayor and council, village board of trustees, manager/administrator, clerk, agents and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees") from any and all liability to the Participant (or Participant's

personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of any such Municipality, participating in or viewing any baseball or softball game, practice, or related activity, or other use of public facilities on the property of any such Municipality, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the baseball or softball game, practice, or related activity, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.

2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property and/or public facilities of any such Municipality in connection with any baseball or softball game, practice, or related activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
3. HAVE READ AND UNDERSTAND THE ATTACHED June 1st Statewide Sports Reopening Guidelines, and agree to comply with all applicable rules and regulations of any governmental entity with jurisdiction over the municipal grounds and facilities, including, but not limited to, the June 1st Statewide Sports Reopening Guidelines issued by Governor Ricketts, attached hereto as Exhibit "A" and incorporated by this reference, any other comparable guidelines that may be promulgated by the State of Nebraska regarding sports or other recreational activities, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Releasee.
4. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by any such Municipality relating to COVID-19 or other safety or hygiene precautions, understanding that the Municipality may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the baseball or softball game, practice, or related activity at the election of the Municipality at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves *and* binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

DATED: _____, 2020

Signature of Participant
(If 18 Years Old or Older)

Print Clearly or Type Name of Participant

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

Print Clearly or Type Name of Parent

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

Print Clearly or Type Name of Parent

Signature of Legal Guardian
(If Applicable)

Print Clearly or Type Name of Legal Guardian

Resolution No. 2020-12

COVID-19: Resolution of the City Council of the City of McCook, Nebraska Regarding Use of Municipal Property for Adult and Youth Baseball and Softball

A Resolution of McCook, Nebraska, Regarding the Risk of Exposure to COVID-19 through the Use of Municipal Property for Adult and/or Youth Baseball and Softball.

Recitals

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact;

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect;

WHEREAS, directed health measures are in effect for every County in the State of Nebraska through May 31, 2020, and are likely to be extended by the Governor in some form for most or all Counties after May 31, 2020;

WHEREAS, on May 22, 2020, the Governor announced that the directed health measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain adult and youth sports, specifically baseball and softball;

WHEREAS, a copy of the June 1st Statewide Sports Reopening Guidelines is attached to this Resolution as Exhibit "A" and incorporated herein as part of these Recitals;

WHEREAS, players, coaches, officials, and others who participate in baseball and softball games, practices, and related activities, and spectators who attend such activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the municipal property and/or facilities on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in baseball or softball games, practices, or related activities; and

WHEREAS, it is the intent of the City of McCook to permit the resumption of adult and youth baseball and softball on municipal property, in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including, but not limited to the June 1st Statewide Sports Reopening Guidelines, and such further laws and guidance that may be issued in the future, provided that every individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that participants in such activities sign an agreement that releases the City of McCook, its elected and appointed officials and employees, and all other participants in adult and/or youth baseball and softball from liability associated with exposure to COVID-19 in the course of such activities.

NOW, THEREFORE, BE IT RESOLVED by the City Council that any individual, organization or group sponsoring adult and/or youth baseball or softball that wishes to use the playing or practice fields or other facilities of the City of McCook for baseball or softball games, practice, or related activities will be required to enter into the COVID-19: License and Management Agreement for Use of Municipal Property for Adult and Youth Baseball and Softball attached hereto as Exhibit "B". These License Agreements will be maintained by the Municipal Clerk and shall constitute an addendum to any other contract, license agreement, lease, or agreement allowing the use of the municipal property and facilities of the City of McCook by the same individual, organization, or group.

BE IT FURTHER RESOLVED that, in order to enter the playing or practice fields or other facilities of the City of McCook to participate in baseball or softball games, practices, or related activities, all players, coaches, officials and other participants must sign the agreement titled COVID-19: Adult and Youth Baseball and Softball Participants Agreement in substantially the same form as attached hereto as "Exhibit C". Each team wishing to participate on the grounds of the City of McCook must provide copies of signed Agreements for all participants affiliated with the team, together with a roster containing a complete list of the names of all players, coaches, officials, and others affiliated with the team. Copies of these documents must be provided to and shall be maintained by the Municipal Clerk.

BE IT FURTHER RESOLVED that, for the avoidance of doubt as to the risk assumed by participants and spectators, in order to encourage compliance with directed health measures and guidelines, and in order to promote public safety, the applicable provisions of the June 1st Statewide Sports Reopening Guidelines, shall be posted on all practice and playing fields where adult and/or youth baseball and/or softball are played. If the June 1st Statewide Sports Reopening Guidelines, are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be posted in the same manner.

BE IT FURTHER RESOLVED that all participants and spectators shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the City of McCook relating to COVID-19 or other safety or hygiene precautions while present on municipal property, understanding that the City of McCook may elect to deny entrance to its playing and/or practice field and facilities, to any non-complying participant or spectator, or to require a non-complying participant or spectator to leave the premises at any time.

BE IT FURTHER RESOLVED that officials and employees of City of McCook are authorized to execute the directives set forth in this Resolution.

RESOLVED this ____ day of _____, 2020.

ATTEST:

By: _____, (Mayor)

By: _____, (Municipal Clerk)

June 1st Statewide Sports Reopening Guidelines

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

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

Classification of Team Sports According to Contact Level

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

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

Month of May

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

June 1

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

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

June 18

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

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



**COVID 19: License and Management Agreement
for Use of Municipal Property for Adult and Youth Baseball and
Softball**

This License and Management Agreement (the "License"), dated for reference purposes only as of the ____ day of _____, 2020, is entered into by and between _____ ("Licensor") and _____ ("Licensee").

RECITALS

- A. Licensor owns the real estate legally described as follows, to wit: the Tenth Addition McCook Block 10, All. This real estate and its improvements are more commonly referred to as Felling Field and is located at East 6th & D Streets in McCook.
- B. Licensor leases the following described real estate from Red Willow County and the Red Willow County Fair Board, to wit:

A tract of land in the NW1/4 of the SE1/4 of Section 19, Township 3 North, Range 29 West of the Sixth P.M., in Red Willow County, Nebraska; more particularly described as follows:

Beginning at a point in the north line of West M Street on the quarter section line of said Section 19. Thence north along said quarter section line for a distance of 660 feet, more or less to a point; thence easterly along a line parallel to said north line of West M Street, for a distance of 830 feet; more or less; to a point; thence south along a line, parallel to the quarter section line, for a distance of 260 feet; more or less; to a point; thence easterly along a line, parallel to the north line of said West M Street, for a distance of 300 feet; more or less; to a point; thence south along a line parallel to the quarter section line, for a distance of 400 feet; more or less; to a point in the north line of said West M Street; thence westerly along said north line of West M Street to the point of beginning. Containing 15.35 acres more or less.

Except a tract of land, deeded to the City of McCook, more particularly described as follows:

Beginning at a point 487.06 feet north of the north line of West M Street, said point being in the west line of the SE1/4 of Section 19, Township 3 North, Range 29 West of the Sixth P.M., in Red Willow County, Nebraska; thence north along said quarter section line for a distance of 120 feet to a point; thence turning a deflection angle of 91 Degrees 18 Minutes to the right and

proceeding easterly for a distance of 150 feet to a point; thence turning a deflection angle of 88 Degrees 42 Minutes to the right and proceeding south for a distance of 72 feet to a point; thence turning a deflection angle of 45 Degrees 6 Minutes to the right and proceeding southwesterly for a distance of 66.6 feet to a point; thence turning a deflection angle of 46 Degrees 12 Minutes to the right and proceeding westerly for a distance of 103 feet, more or less to the point of beginning and containing .39 acres, more or less.

Said leased property is more commonly referred to as the Jaycees Complex and is located at West 10th and M Streets in McCook.

C. Licensor owns and/or leases the following real estate used as practice fields and said practice fields are legally described as follows, to wit:

(i) That part of River Lot Six (6), Section Thirty-two (32), Township three (3) North, Range twenty-nine (29) West of the 6th P.M. in Red Willow County, Nebraska, which lays west of U.S. Highway No. 83 except the South 231 feet; more particularly described as follows:

Commencing at a point in the West line of said Lot Six (6) which bears North 00 degrees 7 minutes East a distance of 231 feet from the center quarter corner of said Section thirty-two (32); thence continuing North 00 degrees 7 minutes East in the West line of said Lot Six (6) a distance of 1,837 feet to the original right bank meander line of the Republican River (1872 Survey); thence bearing East along the right bank of said river a distance of 63 feet; thence bearing South 40 degrees East along the right bank of said river a distance of 726 feet; thence bearing South 37 degrees East along the right bank of said river a distance of approximately 120 feet to the West line of U.S. Highway No. 83 R.O.W.; thence bearing South 20 degrees 37 minutes West in the said R.O.W. line a distance of approximately 1,280 feet; thence bearing North 89 degrees 47 minutes West a distance of 124 feet to the point of beginning.

The intention being to convey land only located West of U.S. Highway 83.

This real estate and its improvements are more commonly referred to as Barnett Park Practice Field.

(ii) That part of the Northeast Quarter of Southeast Quarter (NE1/4 SE1/4) of Section 30, Township 3 North, Range 29 West of the

Sixth Principal Meridian, City of McCook, Red Willow County, State of Nebraska described as follows:

Beginning at the Southwest corner of said Northeast Quarter of Southeast Quarter of Section 30; thence North along the west line of said Quarter-Quarter Section, 66 feet; thence East along a line parallel with the South line of said Quarter-Quarter Section, 372 feet; thence North along a line parallel with the said West line of Quarter-Quarter Section, 113 feet; thence West along a line parallel with the said South line of Quarter-Quarter Section, 372 feet to the said West line of Quarter-Quarter Section; thence North along the said West line of Quarter-Quarter Section to a point 100 feet radially distant, Southeasterly from the center line of Burlington Northern Inc. main line railroad track; thence Easterly along a line concentric and parallel with the said center line of Burlington Northern Inc. main line railroad track to the East line of Federal Avenue; thence South along the said East line of Federal Avenue to the said South line of Quarter-Quarter Section; thence West, 438 feet to the point of beginning.

This real estate and its improvements are more commonly referred to as Federal Avenue Practice Field.

(iii) That part of Block One (1), Four Corners Addition to the City of McCook, Red Willow County, Nebraska, described as follows: Commencing at the Southeast Corner of said Block (being the Southernmost corner of said Block 1, which is triangular in shape); thence Northwesterly following the meandered West line of said Block, a distance of 554.6 feet; thence Easterly 216.5 feet to a point which is 695.9 feet South of the Northeast Corner of said Block; thence South 510.3 feet to the point of beginning.

Part of Block 1, Four Corners Addition to the City of McCook, Red Willow County, Nebraska, described as follows: Commencing at the northeast corner of said Block 1; thence west 562.5 feet to the northwest corner of said Block; thence in a southeasterly direction, following the meandered west line of said Block a distance of 736.4 feet; thence easterly 216.5 feet to a point on the east line of Block 1, which is 695.9 feet southerly from the point of beginning; thence north to the point of beginning, EXCEPT that certain parcel conveyed to the State of Nebraska for highway purposes and subject to the terms and conditions imposed, by deed at Book 122 page 071.

This real estate and its improvements are more commonly referred to as W.A.G.S. Practice Field.

(iv) A tract of land in the southwest quarter of section numbered nineteen (19), township numbered three (3), north, or range numbered twenty-nine (29), west of the sixth principal meridian, described as follows: beginning at the northeast corner of Calvary Cemetery, running thence north six hundred sixty feet (660), thence west three hundred thirty feet (330), thence south six hundred sixty feet (660) to the northwest corner of said Calvary Cemetery, thence east to the place of beginning, in Red Willow County, Nebraska.

This real estate and its improvements are more commonly referred to as St. Patrick Catholic Church Practice Field.

- D. Hereinafter Felling Field, Jaycees Complex, Barnett Park Practice Field, Federal Avenue Practice Field and St. Patrick Catholic Church Practice Field and all other property owned and/or leased by Licensor suitable for baseball and/or softball games and/or practices will be referred to together as the "Premises".
- E. Licensor has obtained written consent to sub-license the Jaycees Complex for the 2020 baseball/softball season.
- F. The Licensee desires to license the Premises.
- G. The Premises include a baseball and/or softball playing field and associated improvements and structures.
- H. Licensee is involved in organizing adult and/or youth baseball and/or softball in the municipality.
- I. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation and is not able to ensure that operation of the Premises during all practices and games follows the current applicable rules for safe operation.
- J. Licensee desires to utilize the Premises for adult and/or youth baseball, softball, and/or related activities and is willing to enter into this License in order to manage the Premises in accordance with the applicable rules for safe operation.
- K. Licensor desires to enter into this License whereby Licensee shall license and manage the Premises for Licensor, subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to license to Licensee the Premises, as defined above. Such area includes the community ball field(s) and the structures and improvements associated with the ball field(s), including, but not limited to, the bleachers, stands and restroom facilities. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to perform all of Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use such other portions of the Premises as is necessary for Licensee to access the Premises.

2. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the Premises during the License Term when the Premises are being utilized pursuant to this License. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to, the June 1st Statewide Sports Reopening Guidelines issued by Governor Ricketts, attached hereto as Exhibit "A" and incorporated by this reference, any other comparable guidelines that may be promulgated by the State of Nebraska regarding sports or other recreational activities, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Licensor (collectively the "Rules"). Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches or appropriate personnel utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all coaches or team managers to ensure that the Rules are followed.

3. Term. The License term is effective and shall commence on June 1, 2020, and conclude on August 1, 2020. Either party shall have the right to terminate this License by providing the other party with no less than 14 days prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor's discretion, that Licensee has failed to manage and operate the Premises in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

4. Acceptance of Premises. By taking possession of the Premises, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and

has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use. Licensee also acknowledges and agrees that Licensee is only utilizing a portion of the Real Property that is described herein as the Premises and that Licensor and other parties also shall have the right to use the Real Property during the License Term, subject to the reasonable licensing discretion of Licensor. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

5. Quiet Enjoyment. Upon Licensee observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee hereunder, Licensee shall have possession of the Premises for the entire term hereof, subject to all of the provisions of this License.

6. Utilities. Licensee acknowledges that the utilities necessary for the operation of the Premises are provided by Licensor and Licensee shall use such utilities in the manner required for the proper operation of the Premises and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Premises shall be paid by Licensor.

7. Maintenance. Licensee shall, during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for the purposes set forth in this License. Such obligation shall include, but not be limited to, cleaning and disinfecting restroom facilities regularly (at a minimum every two hours) while players and fans are present, and placing markings on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart if any such restroom facilities are included and open for use on the Premises. Licensee shall also ensure that the concession stand, if any, remains closed. Licensee shall ensure that the stands or bleachers are only utilized in accordance with the applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Licensor shall be responsible for any mowing, irrigation, or application of fertilizer or weed control on the Premises in accordance with past practices of Licensor. Provided, however, Licensee shall be responsible for any of the same if they are caused by Licensee's misuse or damage to the Premises. Licensee agrees to promptly notify Licensor of any maintenance or repair that is the responsibility of Licensor hereunder.

8. Insurance. If possible and financially feasible, Licensee shall endeavor to have an insurance policy that provides coverage for issues related to COVID-19, novel coronavirus, or similar issues.

9. Licensee's Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all

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

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

11. No Re-license. Licensor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensor agrees in writing.

12. Events of Default. The occurrence of the following event shall constitute an Event of Default: (i) the failure by Licensee to observe or perform any of the provisions of this License to be observed or performed by the Licensee if such failure continues for a period of ten (10) days, or such other period if this License specifically provides a different period for a particular failure, after written notice by Licensor to Licensee of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within ten (10) days, an Event of Default shall not be considered to have occurred if Licensee commences to cure such failure within such ten (10) day period and continues to proceed diligently with the cure of such failure.

13. Remedies. On the occurrence of an Event of Default, Licensor may at any time thereafter, with or without notice or demand and without limiting Licensor in the exercise of a right or remedy which Licensor may have by reason of such default or breach, exercise any rights or remedies Licensor may have at law or in equity, including, but not limited to, one or more of the following:

- A. declare the License at an end and terminated;
- B. sue for any damages sustained by Licensor;
- C. cure any breaches of Licensee's obligations to provide insurance or properly maintain the Premises.

14. Non-Exclusive Remedies. The remedies of Licensor set forth in Section 13 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity,

including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

15. Default by Licensor. Licensor shall not be liable to Licensee if Licensor is unable to fulfill any of its obligations under this License, if Licensor is prevented, delayed, or curtailed from so doing by reason of any cause beyond Licensor's reasonable control. Licensor shall not be in default unless Licensor fails to perform obligations required of Licensor within a reasonable time, but in no event later than thirty (30) days after written notice by Licensee to Licensor, specifying Licensor's failure to perform such obligation; provided, however, that if the nature of Licensor's obligation is such that more than thirty (30) days are required for performance, then Licensor shall not be in default if Licensor commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation.

16. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as Licensor requires.

17. Notices. Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Any notice given by mail shall be deemed received two (2) business days following the date such notice is mailed as provided in this Section. Any notice given by electronic mail or personally delivered shall be effective upon receipt. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

a. Licensor's Address: City of McCook - c/o Lea Ann Doak
505 West C Street
McCook, NE 69001

b. Licensee's Address: _____

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

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

20. Relationship of Parties. No provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

21. Waiver. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

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

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

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

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

26. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

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

"LICENSEE"

By: _____

Its: _____

"LICENSOR"

CITY OF MCCOOK

By: _____

Its: _____

COVID-19: Adult and Youth Baseball and Softball Participants Agreement

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

Participant Name (Player, Coach, Official, or Other Participant):

Type of Participant (i.e., Player, Coach, Official, or Other Participant): _____

Address: _____

Municipality: _____ **State:** _____ **Zip:** _____

Telephone #: _____

Age of Participant: _____

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Both Parents or Legal Guardian(s) must sign.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

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

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

In consideration of the above-listed player, coach, or official ("Participant") being allowed to participate in baseball and/or softball on municipal property, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** every city or village (hereinafter, Municipality) on whose property and/or public facilities Participant participates in any baseball or softball games, practices, or related activities, together with each such Municipality's mayor and council, village board of trustees, manager/administrator, clerk, agents and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees") from any and all liability to the Participant (or Participant's

EXHIBIT "C"

personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of any such Municipality, participating in or viewing any baseball or softball game, practice, or related activity, or other use of public facilities on the property of any such Municipality, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the baseball or softball game, practice, or related activity, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.

2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property and/or public facilities of any such Municipality in connection with any baseball or softball game, practice, or related activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
3. HAVE READ AND UNDERSTAND THE ATTACHED June 1st Statewide Sports Reopening Guidelines, and agree to comply with all applicable rules and regulations of any governmental entity with jurisdiction over the municipal grounds and facilities, including, but not limited to, the June 1st Statewide Sports Reopening Guidelines issued by Governor Ricketts, attached hereto as Exhibit "A" and incorporated by this reference, any other comparable guidelines that may be promulgated by the State of Nebraska regarding sports or other recreational activities, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Releasee.
4. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by any such Municipality relating to COVID-19 or other safety or hygiene precautions, understanding that the Municipality may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the baseball or softball game, practice, or related activity at the election of the Municipality at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves *and* binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

Signature of Participant
(If 18 Years Old or Older)

Print Clearly or Type Name of Participant

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

Print Clearly or Type Name of Parent

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

Print Clearly or Type Name of Parent

Signature of Legal Guardian
(If Applicable)

Print Clearly or Type Name of Legal Guardian