

**Crete City Council Special Meeting
Tuesday, May 26, 2020 5:00 PM
Crete Library/Community Center
1515 Forest Ave.
Crete, NE 68333**

1. Open Meeting

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Community Room.
- Items listed on the agenda may be considered in any order.
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2. Roll Call

- Attendance of members will be recorded to determine the presence of a quorum for official actions.
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3. Items of Business

- Action may be taken to discuss/limit discussion, to hear testimony in favor of or in opposition to, and to approve or disapprove any matter presented under this title.
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A. Consider opening baseball and softball fields in accordance with the Governor's guidance for resuming baseball and softball and adopting Resolution 2020-12 to regulate such opening.

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B. Consider discontinuing the issuance of Peddler's Permits through July 31, 2020.

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4. Officers' Reports

- Reports may be given by Officers, Departments, Committees, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.
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5. Adjournment

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- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.

- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.

Youth Sports Reopening Guidelines

5/11/2020

The below guidelines lay out the planned reopening of certain youth sports. Additional guidelines for other sports will be provided as it is determined participation in those sports meet health and safety measures. 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, however, participants must practice social distancing.

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.

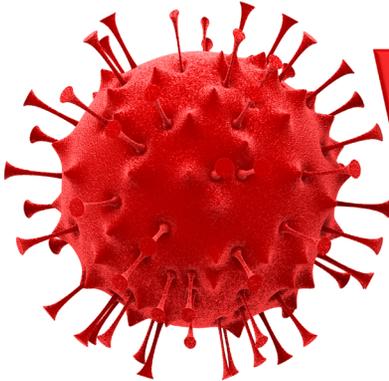
June 1

- 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 baseball and softball may begin unless circumstances dictate a change in date.
- Dugout use will not be allowed. Players' items should be lined up against the fence 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 gloves, helmets, and bats as much as possible.
- Coaches are responsible for ensuring social distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, changing drills so that players remain spaced out, no congregating of players while waiting to bat.
- 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.
- Coaches must sanitize shared equipment before and after each practice
- Team organized practices for other sports may remain suspended

June 18

- Baseball and softball games may begin unless circumstances dictate a change in date
- Same guidelines apply as above for baseball and softball practices
- Use of dugouts is permitted during games only. 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.

- Players should use their own gloves, helmets, and bats as much as possible.
- Fan attendance is limited to household members of the players on the team. 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 in the area from behind home plate to six (6) feet past the far end of each dugout.
- Teams to play next must be provided designated areas for player warm-ups that provide for necessary social distancing.
- Post game handshakes or interaction between teams are prohibited.
- When games end, the leaving team must sanitize the dugout area. No post-game talks at the field 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 sanitizing and is completely out of the dugout.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field once the team they are there to watch enters the dugout area.
- Restrooms must be cleaned and sanitized regularly 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.
- Coaches must sanitize shared equipment before and after each practice and game.
- Concessions stands are not allowed to be open.
- Team organized practices and games for other sports may remain suspended.

C  **VID-19**

ADVISORY

CITY OF CRETE, NEBRASKA
COVID 19: FIELD USE AND MANAGEMENT LICENSE AGREEMENT

This use and management license agreement is entered into between the City of Crete, Nebraska, a Nebraska municipal corporation, (“City”) and the undersigned (“Licensee”) upon the date of signature by both parties.

AGREEMENT:

Premised on and in consideration of the mutual promises and understandings of the parties as set forth below, the parties agree as follows:

§1 Use of Premises. Licensee shall be allowed to use the community sports fields and the structures and improvements associated with the fields, including, but not limited to, the bleachers, stands, restroom facilities, drinking fountains, and concession stands (“Premises”). The parties agree that Licensee shall have the ability use such other portions of the City’s property as is necessary for Licensee to access and use the Premises.

§2 License Term. The term of this license agreement shall be six (6) months from June 1, 2020 (“License Term”). Either party shall have the right to terminate this License upon written notice to the other party. 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 the City 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 the City determines, in its 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 any obligations that have occurred or accrued prior to the termination date.

§3 Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the Premises when the Premises are being used for organized youth baseball or softball games, practices, and related activities. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable laws, rules, regulations, and guidelines of any governmental entity with jurisdiction over the Premises, including, but not limited to the Youth Sports Reopening Guidelines issued by the Governor of the State of Nebraska on May 11, 2020, which are incorporated by this reference, and any amendments, replacements, or supplements thereto, any applicable Directed Health Measure, and all ordinances, resolutions, rules, regulations, or orders of the City (collectively, “Rules”). Licensee represents and covenants to the City 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 participants, spectators, or other personnel using the Premises, from both hosting and visiting teams, provide all required waivers or other documents and conduct themselves in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all participants, spectators, or other personnel to ensure that the Rules are followed.

§4 Maintenance and Cleaning. Licensee shall be responsible to maintain the Premises in accordance with the Rules and any directives of the City so that the Premises may be safely used for youth sports activities. Such obligation shall include, but not be limited to, cleaning and sanitizing benches, bleachers, restroom facilities, and any other surfaces regularly while players and fans are present. Licensee shall ensure that the concession stand, if any, remains closed so long as the same is required by the applicable Rules. Licensee shall also ensure that the stands or bleachers are only used 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.

§5 Insurance. Licensee shall, at its own cost and expense, procure and continue in force such insurance policies as are required by the City throughout the License Term. Such insurance shall include the types of insurance and the policy limits as are reasonably agreed to by the parties. The City shall be named as an additional named insured on all such policies of insurance. If possible and financially feasible, Licensee shall endeavor to have any required insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Licensee shall provide workers’ compensation and employer liability coverage as may be required by the State of Nebraska and agrees to provide proof of any insurance coverage to the City upon request.

§6 Non-Liability/Hold Harmless. Licensee shall protect, indemnify, and hold the City 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 License Term. 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.

§7 Default or Material Breach. In the event of a default or material breach of the terms of this license agreement, the City may suspend the license and prevent the Licensee from using the Premises.

§8 Non-Waiver; Waiver in Writing. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this license agreement or to exercise any right based upon a breach or default shall not be deemed a waiver of such terms, covenants, or conditions. No terms, covenants, or conditions of this license agreement can be waived unless approved by the City in writing.

§9 Assignment; Binding Effect. Neither party may assign or transfer any interest, rights, or obligations in this agreement, in whole or in part, without the prior, written consent of the other party. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

§10 Entire Agreement; Severability; Counterparts. This license agreement and any documents incorporated herein by reference constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding upon the parties. If any term or condition of this agreement or the application thereof to any person or circumstance is held invalid, void, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the other portions of this agreement that can be given effect without the invalid term or condition. This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

| CITY OF CRETE, NEBRASKA | LICENSEE |
|--|---|
| By: _____ (Authorized Official) | By: _____ (Signature) |
| _____ (Typed or Printed Name/Title) | _____ (Typed or Printed Name/Title) |
| _____ (Date) | _____ (Date) |

COVID-19: 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): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone #: _____

Age of Participant: _____

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years of age or younger, Parent or Legal Guardian must sign on behalf of Participant.

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 that may result by voluntarily entering the property 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 children will not become infected with COVID-19. The person signing below agrees to follow all rules, regulations, and guidelines of the State of Nebraska and any Municipality related to the use of baseball and softball fields, acknowledges the risks posed by COVID-19, and voluntarily assumes these risks because they choose or elect to do so.

COVID-19 WAIVER AND INDEMNIFICATION

In consideration of the above-identified player, coach, or official ("Participant") being allowed to participate in baseball or softball on public property, the Participant or their parent or legal guardian (if Participant is a minor), on his or her own behalf and on behalf of any minor Participant, agrees as follows:

1. TO RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE every city or village (hereinafter, **Municipality**) on whose property 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 COVID-19 and any complication or related disease or condition occurring as a result of entering the property of any such **Municipality** to participate in or view any baseball or softball game, practice, or related activity or for any 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. TO INDEMNIFY, SAVE, AND HOLD HARMLESS THE RELEASEES 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 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 any other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.

3. 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. The Participant understands that the **Municipality** may elect to deny entrance to the property (including any facilities present thereon) to all Participants or to those that violate any laws, rules, regulations, or guidelines, 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 agrees that in the event any portion of this document is held to be invalid, the remainder 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 binding themselves and any minor Participant on whose behalf they have signed to the maximum extent permitted by applicable law to this Agreement in full.

I AM AT LEAST THE AGE OF MAJORITY, AM LEGALLY COMPETENT, HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT, AND HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS LISTED ABOVE. I SIGN FULLY KNOWING ITS EFFECTS.

Name of Participant
(If 18 Years Old or Older)

Signature

Date

Name of Parent or Legal Guardian
(If Participant is 17 Years Old or Younger)

Signature

Date

RESOLUTION NO. 2020-12

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA REGARDING THE USE OF PUBLIC PROPERTY FOR YOUTH BASEBALL AND SOFTBALL DURING THE COVID-19 PANDEMIC.

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; and,

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 subsequently issued Directed Health Measures for every County in the State of Nebraska, which are likely to be in place for the foreseeable future; and,

WHEREAS, on May 11, 2020, the Governor announced that the portions of the Directed Health Measure prohibiting all organized team sports would be relaxed beginning June 1, 2020 in order to permit the reopening of certain youth sports, specifically baseball and softball; and,

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 grounds 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 Crete to permit the resumption of youth baseball and softball on public property in accordance with the Directed Health Measures and other laws, rules, regulations, and guidance issued by the State of Nebraska, including the Youth Sports Reopening Guidelines issued by the Governor on May 11, 2020, 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 acknowledgement and waiver that releases the City of Crete, its elected and appointed officials, its employees, and all other participants in youth baseball and softball from any potential liability associated with exposure to COVID-19 in the course of such activities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA:

Section 1. That any individual, organization, or group sponsoring youth baseball or softball that wishes to use the playing or practice fields or other facilities of the City of Crete for baseball or softball games, practice, or related activities shall enter into a use and management agreement governing the conditional use of the City's property by the same individual, organization, or group.

Section 2. That, in order to enter the playing or practice fields or other facilities of the City of Crete to participate in baseball or softball games, practices, or related activities, all players, coaches, officials, and other participants of both the hosting and visiting teams must sign an acknowledgement and waiver agreement. Each team wishing to participate on the grounds of the City must provide copies of signed agreements for all participants affiliated with the team along with a roster containing a complete list of the names of all players, coaches, officials, and others affiliated with the team.

Section 3. 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 state and local guidelines, and in order to promote public safety, the applicable provisions of the Youth Sports Guidelines dated May 11, 2020 shall be posted on all practice and playing fields where youth baseball or softball are played. If said Guidelines are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be posted in the same manner.

Section 4. That all participants and spectators shall comply with all federal, state, and local laws rules, and regulations, all directed health measures and guidelines, all security policies or procedures, and any other safety or hygiene precautions established by the City of Crete relating to COVID-19 while present on public property with the understanding that the City may elect to deny entrance to the grounds 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.

Section 5. That the Mayor, City Administrator, and any city employees designated by them are authorized to execute and enforce the directives and orders set forth in this Resolution.

PASSED AND ADOPTED this 26th day of May 2020.

Mayor

ATTEST:

City Clerk

C VID-19

Rules for Baseball/Softball Games Starting June 18, 2020

June 18

1. Use of dugouts is permitted during games only. 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.
2. Players should use their own gloves, helmets, and bats as much as possible.
3. Fan attendance is limited to household members of the players on the team. 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 in the area from behind home plate to six (6) feet past the far end of each dugout.
4. Teams to play next must be provided designated areas for player warm-ups that provide for necessary social distancing.
5. Post-game handshakes or interaction between teams are prohibited.
6. When games end, the leaving team must sanitize the dugout area. No post-game talks at the field are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
7. The team to play next must remain in their designated warm-up area until the prior team has finished sanitizing and is completely out of the dugout.
8. Fans for upcoming games must remain in their cars during player warm-ups. They will be permitted to come to the field once the team they are there to watch enters the dugout area.
9. Restrooms must be cleaned and sanitized regularly 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.
10. Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
11. Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
12. Coaches must sanitize shared equipment before and after each practice and game.
13. Concession stands are not allowed to be open.
14. Team-organized practices and games for other sports may remain suspended.

COVID-19

Rules for Baseball/Softball Practices June 1 – June 17

June 1

1. Dugout use will not be allowed. Players' items should be lined up against the fence at least six (6) feet apart.
2. Parents must remain in their cars or drop off and pick players up afterwards.
3. Players should use their own gloves, helmets, and bats as much as possible.
4. Coaches are responsible for ensuring social distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, changing drills so that players remain spaced out, no congregating of players while waiting to bat.
5. Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
6. Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
7. Coaches must sanitize shared equipment before and after each practice.
8. Team organized practices for other sports may remain suspended.