

# MCCOOK CITY COUNCIL

## REGULAR MEETING

**Wednesday, June 17, 2020  
10:00 AM - City Council Chambers**

Call to Order and Roll Call.

Open Meetings Act Announcement.

Items.

1. Regular Agenda.

- A. Approve the agreements between the Nebraska Department of Health and Human Services and the City of McCook for the purpose of providing home delivered meals, congregate meals, exempt public transportation, local medical transportation for appointments and other local transportation needs.
- B. Adopt Resolution No. 2020-13 which establishes that there is a risk of exposure to COVID-19 through the use of McCook's Municipal Auditorium; requiring that any individual, organization or group using the Municipal Auditorium to execute and enter into the COVID-19: Addendum to Municipal Auditorium Rental Contract; and mandating all Municipal Auditorium users 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. Adopt Resolution No. 2020-14 which establishes that there is a risk of exposure to COVID-19 through the use of McCook Heritage Senior Center; requiring that any individual, organization or group using the Heritage Senior Center to execute and enter into the COVID-19: Addendum to Heritage Senior Center Rental Contract; and mandating all McCook Heritage Senior Center users 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.

Adjournment.

**CITY MANAGER'S REPORT**  
**June 15, 2020 CITY COUNCIL MEETING**

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**ITEM:** Regular Agenda - IA

**RECOMMENDATION:**

APPROVE THE AGREEMENTS BETWEEN THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE CITY OF McCOOK FOR THE PURPOSE OF PROVIDING HOME DELIVERED MEALS, CONGREGATE MEALS, EXEMPT PUBLIC TRANSPORTATION, LOCAL MEDICAL TRANSPORTATION FOR APPOINTMENTS AND OTHER LOCAL TRANSPORTATION NEEDS

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**BACKGROUND:**

These agreements will allow the City of McCook to provide home delivered meals, congregate meals and exempt public transportation, local medical transportation for appointments and other local transportation as per the Nebraska Department of Health and Human Services guidelines.

**FISCAL IMPACT:** None.

**RECOMMENDATION:**

APPROVE THE AGREEMENTS BETWEEN THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE CITY OF McCOOK FOR THE PURPOSE OF PROVIDING HOME DELIVERED MEALS, EXEMPT PUBLIC TRANSPORTATION, LOCAL MEDICAL TRANSPORTATION FOR APPOINTMENTS, AND OTHER LOCAL TRANSPORTATION.

**APPROVALS:**

*Beth Siegfried*  
Beth Siegfried, Senior Services Director

May 31, 2020

*Nate Schnieder*  
Nate Schnieder, City Manager

May 31, 2020

**Provider Identification**

Provider Name	Date of Birth	Social Security Number	FTIN Number
Heritage Senior Center	—	—	

Type of Service: (Check one or both)

- Congregate Meals (SSAD only)                       Home-Delivered Meals

As a Provider, I certify that I am age 19 or older

**Health and Safety Standards**

I CERTIFY -

Food preparation and serving facilities and areas meet local, state and federal:

- Fire prevention standards     Zoning standards     Sanitation standards     Facility maintenance standards

Food preparation and serving personnel are -

- In good health and free from contagious disease     Courteous, understanding, and helpful when seating or serving
- Skilled and instructed in sanitary food handling, preparation and serving practices     Aware of available resources for medical emergencies and for transportation

**Menu and Meal Standards**

I CERTIFY -

- Meals will reflect the general dietary needs, as well as the specific dietary needs of the clients served
- Menus will be prepared one week in advance, and kept available for inspection by Resource Development staff at any time
- Meals will contain one-third of the minimum daily nutrition requirement for adults using a variety of foods from day to day

**Home Delivered Meal Standards Complete this section if providing home-delivered meals**

I certify home-delivered meals will be -

- Delivered on an established daily schedule
- Transported and delivered using utensils and equipment which are sanitary and maintain proper food temperatures. (Thermos-type containers and disposable or sterilizable serving dishes must be used.)
- Provided at the temperature intended for immediate consumption

**Congregate Meals Standards Complete this section if providing congregated meals**

I certify congregated meals facilities are -

- Accessible and free from architectural barriers
- Maintained at a comfortable temperature, properly ventilated, and have sufficient space

**Comments**

**Signatures and Dates**

I have read and understand the above standards as explained by the DHHS representative. I certify that I will meet the above standards while providing meals services(s). If I represent an agency, I certify that agency employees will meet these standards while providing meals service(s).

*X*

Provider/Agency Representative Signature	Date
<i>Yvette C. Troyer</i>	
Signature of Authorized Representative - Nebraska Department of Health and Human Services	Date
	EA-197 Rev. 2/17 (19797) (Formerly MC-197)

NEBRASKA

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES

Nebraska Department of Health and Human Services

SERVICE PROVIDER AGREEMENT

Section I:

Check Appropriate Box and Write Provider Number

Agency EIN Individual Provider Social Security Number Provider ID Number

Name EIN issued to Heritage Senior Center

Section II:

Provider Name (First) Heritage (Middle) Senior (Last) Center Birthdate

Provider Street Address 1312 W. 5TH McCook City NE 68001

Mailing Address if Different from Location

Business Telephone 308-345-1760 Home Telephone E-mail

Appropriate Licensure

Location of Service Provision if different than above

Par. 1 This Agreement between the Nebraska Department of Health and Human Services (hereinafter the Department) and Heritage Senior Center, a service provider, governs the provision of the following service(s) checked below as defined in the Nebraska Department of Health and Human Services Program Manual, Nebraska Administrative Code (NAC) Titles 390, 465, 468, 473 and 474. Appropriate checklist(s) marked "Provider Addendum (name of service)" and other appropriate additions to the agreement marked "Attachment (A, B or C)" for contracted service is/ are attached and by this reference are made part of this agreement as if included in the contract word for word and the provider agrees to abide by all regulations as outlined in the attachment(s).

Par. 2 Agreement Effective Date from 6-1-20 through 5-31-21

Par. 3 Service(s) to be provided. (See corresponding service addendum.)

- Adult Day Care, Chore, Escort, Family Support, Homemaker, Independence Skills Training, Lifespan Respite, Transportation, Meats, Other, Other

Section III:

Terms of Agreement

Par. 1 If the provider violates or breaches any of the provisions of this Agreement, then this Agreement may be terminated immediately, at the election of the Department. If there are any damages arising from such violation or breach, legal remedies may be pursued to recover such damages. Any money due to the provider which accrued prior to such violation or breach may be offset against the damages.

Par. 2 Under the terms of this Agreement: 1. Staff will determine eligibility for services and authorize appropriate services for the individuals. 2. Staff will notify provider if the service(s) being provided for a specific client is to be terminated or changed before the end of the authorization period. 3. The Department will honor claims and make payments for services that were authorized and provided in accordance with the Department's policies and standards.

Par. 3 This Agreement may be terminated by either party at any time by giving at least thirty days advance written notice to the other party to allow for arrangement of alternate service provision for clients. The notice requirement may be waived in case of emergencies such as illness, death, injury, or fire. Only such payments as have already accrued for services rendered prior to the effective date of termination shall be made to the provider upon such voluntary termination.

Par. 4 Subcontracting by an individual provider is not allowed under this Agreement.

Par. 5 Service(s) will be provided using the following unit rate(s) within the maximum number of units authorized by the service area staff on a case-by-case basis.

Service Code	Service	Maximum Rate	Units
9660	Exempt Trans	\$ 3.00	OC
2329	Comma meals	\$ 5.89	OC
9040	Meals Del	\$ 5.89	OC

**Par. 6** The above terms of this Agreement, Paragraphs 1 through 5 may be renegotiated upon agreement of both parties. The party requesting a change in the above terms must notify the other party at least sixty (60) days before the date the proposed change is to be implemented, except for rate changes due to minimum wage changes, rates regulated by governmental agencies, or other changes required by law.

**Section IV:**

**General Provider Standards**

By signing this agreement, the service provider agrees to:

1. Follow all applicable Department policies and procedures (Nebraska Administrative Code Titles 390, 465, 468, 473 and 474).
2. Bill only for services which are authorized and actually provided.
3. Submit billing documents after service is provided and within 90 days.
4. Accept payment as payment in full (payment from the Department plus the client's obligation) and assure that the rate negotiated or charged does not exceed the amount charged to private payers.
5. Not provide services if s/he is the legally responsible relative (i.e., spouse of client or parent of minor child who is a client).
6. Not discriminate against any employee, applicant for employment, or program participant or applicant because of race, age, color, religion, sex, handicap, or national origin, in accordance with 45 CFR Parts 80, 84, 90; and 41 CFR Part 60.
7. Retain financial and statistical records for six years from date of service provision to support and document all claims.
8. Allow federal, state, or local offices responsible for program administration or audit to review service records, in accordance with 45 CFR 74.20 - 74.24. Inspections, reviews, and audits may be conducted on site.
9. Keep current any state or local license/certification required for service provision.
10. Provide services as an independent contractor, if the provider is an individual, recognizing that s/he is not an employee of the Department or of the State.
11. Agree and assure that any false claims (including claims submitted electronically), statement, documents, or concealment of material fact may be prosecuted under applicable state or federal laws.
12. Respect every client's right to confidentiality and safeguard confidential information.
13. Understand and accept responsibility for the client's safety and property.
14. Not transfer this agreement to any other entity or person.
15. Operate a drug free workplace.
16. Not use any federal funds received to influence agency or congressional staff.
17. Not engage in or have an ongoing history of criminal activity that may be harmful or may endanger individuals for whom s/he provides services. This may include a substantiated listing as a perpetrator on the child and/or adult central registries of abuse and neglect, and/or the sex offender registries and the U.S. Department of Health & Human Services Office of Inspector General's list Of Excluded Individuals/Entities.
18. Allow Central Registry checks on himself/herself, family member if appropriate, or if an agency, agree to allow the Department staff to review agency policies regarding hiring and reporting to ensure that appropriate procedures regarding abuse, neglect, and law violations are in place.
19. Have the knowledge, experience, and/or skills necessary to perform the task(s).
20. Report changes to appropriate Department staff (eg., no longer able/willing to provide service, changes in client function).
21. Agree and assure that any suspected abuse or neglect will be reported to law enforcement and/or appropriate Department staff.

I certify that I have read and understand the standards as stated and referenced above and agree to comply with all the terms of this Agreement.

I am not currently employed with the State of Nebraska, and I understand that as a provider of this service I am ineligible for state employment, due to potential overtime liability.

I agree that I will not apply for or accept employment with the State of Nebraska unless I have first terminated this provider agreement.

**Section V:**

X \_\_\_\_\_ Date  
 Provider/Agency Representative

\_\_\_\_\_  
 Parent or Legal Guardian Signature (if required) Date

*Yvette - Troyer*  
 Signature of Authorized Representative - Nebraska Department of Health and Human Services Date

**CITY MANAGER'S REPORT**  
**JUNE 17, 2020 MCCOOK CITY COUNCIL - SPECIAL MEETING**

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ITEM 1B Adopt Resolution No. 2020- 1B which establishes that there is a risk of exposure to COVID-19 through the use of McCook's Municipal Auditorium; requiring that any individual, organization or group using the Municipal Auditorium to execute and enter into the COVID-19: Addendum to Municipal Auditorium Rental Contract; and mandating all Municipal Auditorium users 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.

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**BACKGROUND:**

Pursuant to the State of Nebraska's Phase II Directed Health Measure effective June 1, 2020, indoor gatherings are allowed pursuant to certain rules. In particular, indoor gatherings are limited to the greater of 25 people (excluding staff) or 25% of rated occupancy (not to exceed 3,000). Additionally, the Phase II Directed Health Measure specifically provides that weddings and funeral reception venues are allowed to operate, with the weddings and funerals to be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy. McCook's Municipal Auditorium is used for indoor gatherings, including weddings.

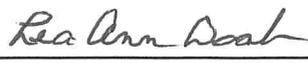
On June 1<sup>st</sup>, the City of McCook passed a Resolution establishing a use agreement for baseball and softball facilities. A similar agreement is needed for the Municipal Auditorium. Like the use agreement approved for baseball and softball facilities, the Municipal Auditorium use agreement will hand the management responsibilities to the renter. The renter will be responsible for assuring the June 1, 2020 Directed Health Measure Phase II (or any subsequently issued Directed Health Measure) is followed and enforced.

A copy of the Addendum is included with your packet. Staff's intent is to incorporate the Addendum into the rental contract for the Municipal Auditorium.

**APPROVALS:**

  
\_\_\_\_\_  
Nathan A. Schneider, City Manager

June 16, 2020

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

June 16, 2020

## RESOLUTION NO. 2020-13

### COVID-19: Resolution of the City Council of the City of McCook, Nebraska Regarding Use of the Municipal Auditorium

A Resolution of McCook, Nebraska, Regarding the Risk of Exposure to COVID-19 through the use of the Municipal Auditorium

#### 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 and are likely to be extended by the Governor in some form for most or all Counties;

WHEREAS, on June 1, 2020, the Governors Directed Health Measures Phase II became effective allowing for indoor gatherings, including weddings, to occur pursuant to the terms of the Directed Health Measure;

WHEREAS, a copy of the *June 1st Outline of Changes to Upcoming DHMs Phase II* is attached to this Resolution as Exhibit "A" and incorporated herein as part of these Recitals;

WHEREAS, renters, users, event attendees, and spectators who attend such indoor gathering activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the Municipal Auditorium where such activities take place; and

WHEREAS, it is the intent of the City of McCook to permit the resumption of use of the Municipal Auditorium for indoor gatherings, including weddings, 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 Outline of Changes to Upcoming DHMs Phase II*, and such further laws and guidance that may be issued in the future, provided that every renter, user, event attendee, or spectator, 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 all participants in such activities sign an agreement that releases the City of McCook, its elected and appointed officials and employees, and all other participants present during the activity at the Municipal Auditorium 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 renter, user, event attendee, or spectator that wishes to use the Municipal Auditorium for a gathering, wedding, or related activities will be required to enter into the *COVID-19: Addendum to Municipal Auditorium Rental Contract* attached hereto as Exhibit "B". These Addendums 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 Auditorium of the City

of McCook by the same renter, user, event attendee, or spectator.

BE IT FURTHER RESOLVED that all renters, users, event attendees, 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 into the Municipal Auditorium, to any non-complying renter, user, event attendee, or spectator, or to require a non-complying renter, user, event attendee, 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 17<sup>th</sup> of June, 2020.

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Michael Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk

## COVID-19: Addendum to Municipal Auditorium Rental Contract

This Addendum to Agreement ("Addendum") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between The City of McCook, Nebraska ("City") and \_\_\_\_\_ ("Renter").

### RECITALS

- A. The parties executed a Municipal Auditorium Rental Contract (the "Agreement") contemporaneously with this Addendum, relating to the rental of the City's Municipal Auditorium at 302 W. 5th St., McCook, NE 69001 (the "Premises").
- B. Renter wishes to utilize the Premises for a wedding/funeral reception or other event/gathering.
- C. The City recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation.
- D. Renter desires to rent the Premises and is willing to enter into this Addendum in order to ensure that the operation of the Premises follows the current applicable rules for safe operation.
- E. The parties desire to amend the Agreement to clarify certain management obligations of Renter in effect as a result of the COVID-19 pandemic.

NOW THEREFORE, The City and Renter agree as follows:

1. Management. The parties acknowledge and agree that Renter shall be solely responsible for the operation and management of the Premises during the term of the Agreement when the Premises are being utilized for the wedding/funeral reception or other event/gathering. Renter 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, all Directed Health Measures, including the Directed Health Measure Phase II issued by Governor Ricketts on May 21, 2020 that became effective June 1, 2020 and are attached to this Addendum as Exhibit "A" and incorporated herein by this reference and any subsequent amendments thereto (the "Rules"). Renter represents and covenants to The City that Renter is familiar with the Rules and that Renter shall operate and manage the Premises in accordance with the Rules. Renter shall ensure that all attendees utilizing the Premises shall conduct themselves in accordance with the Rules.

2. Capacity of the Premises. Notwithstanding Paragraph 12 in the Agreement and pursuant to Exhibit "A" attached hereto and any subsequent amendments thereto, all wedding and funeral receptions and all other events/gatherings held in the Premises shall be subject to the applicable

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

“RENTER”

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

“THE CITY”

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Outline of Changes to Upcoming DHMs Phase II

### Statewide Changes starting June 1<sup>st</sup>

- **Travel Quarantine**
  - All individuals returning from international travel only will be required to quarantine upon returning to Nebraska for 14 days.
  - The restriction will not apply to individuals traveling in connection with military service or in connection with employment at a health care facility.
  
- **Sports**
  - Team sports have been categorized by contact level (contact, limited-contact, non-contact) based on guidance from the April 2008 American Academy of Pediatrics Classification of Sports According to Contact. These categories will be used for determining the opening of different team sports.
  - Limited and Non-contact team sports including baseball, softball, and volleyball practices may begin June 1<sup>st</sup>.
  - Limited and Non-contact team sports including baseball, softball, and volleyball games may begin June 18<sup>th</sup>.
  - Rodeo events may also begin starting June 1<sup>st</sup>.
  - "June 1<sup>st</sup> Statewide Sports Reopening Guidelines" must be followed for both youth and adults.
    - ◆ Rodeos are permitted to follow Gatherings DHM requirements.
    - ◆ Schools gyms and weight rooms are permitted to follow gyms, fitness centers/clubs, health clubs, and health spas DHM requirements.
  - Contact sports like basketball, tackle football, soccer, wrestling, etc. remain prohibited.

Starting June 1<sup>st</sup>, the following guidelines apply to all counties except for those located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota)

- **Bars & Restaurants**
  - Restaurants remain open for dine-in and Bars, Bottle Clubs, and Gentlemen's Clubs can reopen
    - ◆ Patrons will be required to be seated while on premise unless they are placing an order or using the restroom.
  - Limited to 50% of rated occupancy maximum at a time.
  - Six (6) feet separation between seating of different parties.
  - Six (6) feet of separation between entertainers, performers, dancers, and patrons.
  - Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
  - Food may not be consumed at bar seating.
  - Games such as pool, darts, arcade games, etc. are prohibited.
  
- **Childcare Facilities**
  - Will remain at not more than 15 children per room/space.
    - ◆ All other state provisions, statutes, and regulations, including child to staff ratios, still apply.

- **Gatherings**

- Gatherings will be limited to the greater of 25 people (excluding staff) or 25% of rated occupancy (not to exceed 3,000) for gatherings held at:
  - ◆ Indoor or Outdoor Arenas, Indoor or Outdoor Auctions, Stadiums, Tracks, Fairgrounds, Festivals, Zoos, Auditoriums, Large Event Conference Rooms, Meeting Halls, Indoor Theaters, Libraries, Swimming Pools, or any other confined indoor or outdoor space.
    - > Groups shall be no larger than six (6) individuals.
    - > Six (6) feet separation between groups must be maintained.
- Parades, carnivals, midways, dances and street dances, and beer gardens are prohibited through June 30<sup>th</sup> and may be extended.
  - ◆ Parades where patrons remain in their vehicles and the public does not line the streets are permitted.
  - ◆ Dance recitals are permitted but must follow the Gathering requirements.
- Drive-in movie theaters may open at full capacity as long as patrons remain in/on their vehicles while viewing the movie and congregating at concession and restroom areas are not permitted.
- Plans for reopening must be submitted to the local health departments and approved for all indoor and outdoor locations/venues that hold 500 or more individuals (1,000 or more in counties over 500,000 population) before reopening is permitted. The reopening plan must contain planned number of guests, how the location will meet social distancing guidelines, and sanitation guidelines.

- **Gyms, Fitness Centers/Clubs, Health Clubs, & Health Spas**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Must ensure a minimum distance of six (6) feet be maintained between all patrons.

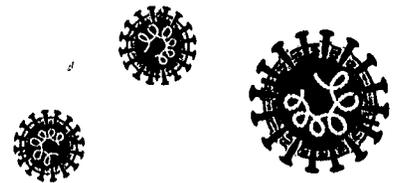
- **Salons, Barber Shops, Massage Therapy Services, & Tattoo Parlors/Body Art Facilities**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Chairs/stations must remain at least six (6) feet apart.
- Both workers and patrons are still required in the DHM to wear masks at all times.
  - ◆ An exception will be made for services provided by estheticians. Patrons will be permitted to remove their mask while receiving services directly. The mask must be worn by the patron at all other times while on the premise.

- **Wedding & Funeral Reception Venues**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Six (6) feet separation between seating of different parties.
- Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).  
*Self-serve buffets and similar food service prohibited. Venue staff must serve food directly to an individual.*
- No dances or other social events that require guests to gather outside of their respective tables are permitted.

***Starting June 1<sup>st</sup>, all counties located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota) will be reissued DHMs with Phase I Requirements***





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

### MUNICIPAL AUDITORIUM RENTAL CONTRACT

DATE(S) RESERVED: \_\_\_\_\_  
TIME(S) OF THE EVENT: \_\_\_\_\_  
GROUP NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_  
FAX NO: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

**CLASSIFICATION (check one)**

- \_\_\_\_\_ Government Subdivision
- \_\_\_\_\_ Non-Profit (IRS Definition)
- \_\_\_\_\_ All Other
- \_\_\_\_\_ Event with food & drink
- \_\_\_\_\_ Event serving alcohol

TYPE OF EVENT OR OCCASION: \_\_\_\_\_

**FACILITIES & EQUIPMENT RENTAL FEES:**

**AUDITORIUM:**

- Event Rental \$150.00/Day - No. of Days \_\_\_\_\_
- Governmental Subdivision \$50.00/Day - No. of Days \_\_\_\_\_
- Non-Profit \$50.00/Day - No. of Days \_\_\_\_\_

**REHEARSALS, SET-UP, AND CLEAN-UP:**

- Event Rehearsals/Set-up \$75.00/Day - No. of Days \_\_\_\_\_
- Governmental Subdivision \$25.00/Day - No. of Days \_\_\_\_\_
- Non-Profit \$25.00/Day - No. of Days \_\_\_\_\_

Rental Fee \$ \_\_\_\_\_  
 Rehearsals/Set-up/Clean-up \$ \_\_\_\_\_  
 City Extras \$ \_\_\_\_\_  
**TOTAL RENT \$ \_\_\_\_\_**

Date Paid \_\_\_\_\_ Rcpt. No. \_\_\_\_\_

**DAMAGE AND/OR CLEANUP DEPOSIT:** In addition to the rent, a damage and/or cleanup deposit is required of any group, regardless of the size or scope of the activity. The deposit shall be in the form of CASH or a CASHIER'S CHECK, payable to the City of McCook. The deposit will be returned to the Renter if the group provides persons to "clean up" to the satisfaction of the City Manager or the City Clerk after the event. If the Renter does not clean up after the event, an amount sufficient to compensate the City's janitorial staff for the cleaning up of the Auditorium shall be deducted from the clean-up deposit before it is returned. The "clean up/damage deposit" shall remain in full force and effect and be held by the City Clerk for a period of seventy-two (72) hours after the scheduled event. If property damage occurs, the City may use the deposit to pay the costs of repairs. Renter's liability shall not be limited to the amount of deposit on file.

**TYPE OF DEPOSIT DUE:**

- \$100.00 Damage Deposit (Events with no food, drink, or alcohol)
- \$400.00 Cleanup/Damage Deposit (Events with food and drink)
- \$800.00 Cleanup/Damage Deposit (Events serving alcohol)
- \$800.00 Dances

Paid by  Cash  Cashier's Check Date \_\_\_\_\_

1. **Alcoholic Beverages:** Alcoholic beverages are allowed only upon approval of a Special Designated Liquor License by the City Council. The Special Designated Liquor License holder shall have insurance coverage on the event or a Liquor Liability on their policy and add the City as an additional insured. Certificate of Insurance shall be provided to the City prior to the event. The event holder shall insure that all liquor laws of the State of Nebraska are enforced. Drinks may only be served by the party holding the Special Designated Liquor License.

Officers of the McCook Police Department shall have the right to enter the facility periodically to assure that State and local law regulations are being observed.

Special Designated License holder: \_\_\_\_\_

**Certificate of Insurance attached**

2. **Security:** For all **events serving alcohol**, the lessee shall be required to provide at least two (2) security guards to be on duty the entire time that the event is going on. For all **dances**, the lessee shall be required to provide at least three (3) security guards to be on duty the entire time that the dance is going on. The names and ages of the security guards must be provided to the Chief of Police at least five (5) days prior to the event and are subject to the approval of the Chief of Police.
3. **Keys:** All rental fees and deposits must be paid. Keys will not be given out until the first day of the rental event and shall be returned by 9am the day immediately following the event. If keys are not returned by this time, another days rent will be deducted from the deposit. Keys will be checked out by \_\_\_\_\_
4. **Arrangements:** Setting up of tables and chairs and all service arrangements shall be completed by the renter. Tables and chairs are to be returned to the storage areas.
5. **Hours of Operation:** Night time use of the facility shall not extend past 1:00 A.M. and all cleanup work must be completed and all equipment/material removed and the building vacated by 2:00 A.M.

6. Decorating and set-up for event: No tacks, nails, staples, wire, or other penetrating devices shall be attached to the walls, floors, windows, light fixtures, ceilings, pillars, doors, stage, stage curtains or other parts of the building. The only ceiling decorations permitted must be attached to the ring that is permanently affixed to the ceiling. No decorations of any sort can be hung in the lobby area of the auditorium. No fastening devices other than tape shall be used on the tables and chairs. No tape other than painters tape, is to be used on the auditorium gym floor, or the stage floor. Smoke or fog machines are prohibited. The City will cooperate with the Renter to the fullest extent possible in making these arrangements, but where the safety of the public is concerned, or the preservation of the building and facilities are involved, the City will have final approval. Any decorations not removed by the Renter following the event shall constitute cleaning and a fee may be charged.
7. No tobacco products allowed: With respect to the health, safety and general welfare of the public, no tobacco products will be allowed in the facility.
8. Lighting: All lighting controls will be reviewed at the time of rental. All lights must be turned off by the Renter before leaving the building. The exit signs shall not be covered at any time.
9. Cleaning: The Renter shall be responsible for the removal of all material brought in for an event. All waste material shall be properly bagged and placed in the dumpster located outside the facility and new trash bags put into containers. All spills must be wiped up and the floor swept. Water or other liquid shall not be left standing on the floors. Cleaning and taking down of all tables and chairs and returned to storage area. All cleanup work must be finished and all of the Renter's material and equipment removed prior to vacating the facility, unless other contract arrangements have been made.
10. Storage of personal items: The storage or keeping of personal items, material or equipment in the facility shall not be permitted unless authorized by the City.
11. Building Safety: All hallways, doors and stairways shall be kept clear for safety purposes and the front door shall remain unlocked during the function. The Renter shall check all doors prior to vacating the building to make sure they are properly closed and locked.
12. Fire Safety. The State Fire Marshall determines the Maximum Occupancy for Memorial Auditorium by using NFPA 101 Life Safety Code Book. The following determinations are from correspondence from the office of the State Fire Marshall:

First when figuring the maximum occupancy load I measured the main auditorium floor which measured 92 feet by 53 feet giving us a total of 4876 square feet of floor space. With that figure we can come up with the following amounts:

- A.) With chairs only you must allow for 7 sq. ft per person 9-1.7.1 (a)  
This will allow for a total of **697** on the floor
- B.) With chairs and tables you must allow 15 sq ft per person 9-1.7.1 (b)  
This will allow for a total of **325** on the floor
- C.) With standing room only you must allow for 5 sq ft per person 9-1.7.1  
This will allow for a total of **975** on the floor

In the Balconies the bleachers or bench-type seating shall be figured at one person per 18 linear inches.  
9-1.7.1 (c)

North Balcony's Total	231 (after seats replaced benches)
East Balcony's Total	72 seats + 80 bleachers (after seat replacement)
South Balcony's Total	231 (after seats replaced benches)
<b>Balcony's Total Cap.</b>	<b>614 (after seats replaced benches)</b>

With the number of exit doors in the building, it is determined that maximum number of people the building can handle with exiting procedures is 1400. This would mean that there is only 1400 people allowed in the auditorium at one time no matter how the seating is set up. **All exit doors must remain unblocked at all times.** All uses fees, regulations, and rules are subject to change at any time and Renter agrees to abide to any such changes. If a problem occurs involving the use of the building or equipment, contact the Police Department at (308)345-3450. In case of any emergency, call 911-Emergency Center.

**CONSENT - RELEASE - HOLD HARMLESS**

In consideration for use of the premises known as the McCook City Auditorium, by entering into this Contract, the Renter shall hereby release and forever discharge the City of McCook, Nebraska, from any and all actions, causes of actions, claims, demands, judgments, and expenses incurred in connection with a death or injury to persons or for loss of or damage to property arising out of, or in connection with, the use or the occupancy of the premises that may be attributable specifically to the Renter, Renter's guests, or use of the premises. It being further understood that the City of McCook is not responsible for the activity for which the Renter is using the McCook City Auditorium.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**CITY OF MCCOOK AUDITORIUM-WINCH LIABILITY WAIVER**

I expressly agree to indemnify and hold harmless the City of McCook, hereinafter, "City" and the City's employees against loss from any claims, demands or actions that may subsequently be brought by myself or by any other persons due to damages to any personal property, person or persons in any way, as a result of renting the auditorium. I further agree to reimburse and to make good to the City for any loss or costs the City may have to pay as a result of any such action, claim or demand. I agree and understand that I will procure liability insurance for my event, with the City listed as an additional insured, prior to the event. I will furnish a certificate of liability insurance to the City that shall cover the entire period I have rented the auditorium. I hereby warrant that I have read this liability release in its entirety and fully understand its contents.

In addition, I have read and agree to follow the instructions for operating the winch, if applicable. I am aware that this liability release absolves the City from liability and contains an acknowledgment of my voluntary and knowing assumption of the risk of any injury or illness that may occur as a result of renting the auditorium. I have signed this document voluntarily and of my own free will.

- MAXIMUM WEIGHT ON THE WINCH IS 1,000 POUNDS**
- I CERTIFY THAT I AM OVER 19 YEARS OF AGE**
- OPERATOR MUST BE IN LINE OF SIGHT TO OPERATE THE WINCH**
- OPERATOR OF WINCH MUST BE AT LEAST 18 YEARS OF AGE**
- ABSOLUTELY NO PERSON, PERSONS, OR ANY OTHER LIVING ENTITY CAN BE SUSPENDED FROM THE WINCH**
- ABSOLUTELY NO ONE IS TO ACCESS THE CAT WALK OR ATTIC AT ANY TIME**
- COUNTER WEIGHTS MUST REMAIN VISIBLE UNDER CEILING HEIGHT**
- THE ATTACHED ORIGINAL CLASP & RING IS THE ONLY AUTHORIZED ACCESSORY TO BE USED**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Operator Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

To be filled out after the event has been completed and Auditorium has been inspected.

### Security Deposit Refund

Total Deposit Amount Received from Renter: \$ \_\_\_\_\_

Reason(s) for Security Deposit Deduction

- 1. \_\_\_\_\_ \$ \_\_\_\_\_
- 2. \_\_\_\_\_ \$ \_\_\_\_\_
- 3. \_\_\_\_\_ \$ \_\_\_\_\_
- 4. \_\_\_\_\_ \$ \_\_\_\_\_
- 5. \_\_\_\_\_ \$ \_\_\_\_\_

Total Amount of Security Deposit Deductions: \$ \_\_\_\_\_

Total Amount of Security Deposit Returned: \$ \_\_\_\_\_

By signing below you are acknowledging receipt of the remaining balance of your deposit.

Renter's Signature: \_\_\_\_\_

Returned by: \_\_\_\_\_

**CITY MANAGER'S REPORT**  
**JUNE 17, 2020 MCCOOK CITY COUNCIL - SPECIAL MEETING**

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ITEM 10 Adopt Resolution No. 2020-14 which establishes that there is a risk of exposure to COVID-19 through the use of renting the McCook Heritage Senior Center; requiring that any individual, organization or group using the McCook Heritage Senior Center to execute and enter into the COVID-19: Addendum to Heritage Senior Center Rental Contract; and mandating all McCook Heritage Senior Center renters 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.

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**BACKGROUND:**

Pursuant to the State of Nebraska's Phase II Directed Health Measure effective June 1, 2020, indoor gatherings are allowed pursuant to certain rules. In particular, indoor gatherings are limited to the greater of 25 people (excluding staff) or 25% of rated occupancy (not to exceed 3,000). McCook's Municipal Auditorium is rented by the public for indoor gatherings.

On June 1<sup>st</sup>, the City of McCook passed a Resolution establishing a use agreement for baseball and softball facilities. A similar agreement is needed for the McCook Heritage Senior Center. Like the use agreement approved for baseball and softball facilities, the Heritage Senior Center use agreement will hand the management responsibilities to the renter. The renter will be responsible for assuring the June 1, 2020 Directed Health Measure Phase II (or any subsequently issued Directed Health Measure) is followed and enforced.

A copy of the Addendum is included with your packet. Staff's intent is to incorporate the Addendum into the rental contract for the Heritage Senior Center.

**APPROVALS:**

  
\_\_\_\_\_  
Nathan A. Schneider, City Manager

June 16, 2020

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

June 16, 2020

## RESOLUTION NO. 2020-14

### COVID-19: Resolution of the City Council of the City of McCook, Nebraska Regarding Use of the Heritage Senior Center

A Resolution of McCook, Nebraska, Regarding the Risk of Exposure to COVID-19 through the use of the Heritage Senior Center.

#### 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 and are likely to be extended by the Governor in some form for most or all Counties;

WHEREAS, on June 1, 2020, the Governors Directed Health Measures Phase II became effective allowing for indoor gatherings, including weddings, to occur pursuant to the terms of the Directed Health Measure;

WHEREAS, a copy of the *June 1st Outline of Changes to Upcoming DHMs Phase II* is attached to this Resolution as Exhibit "A" and incorporated herein as part of these Recitals;

WHEREAS, renters, users, event attendees, and spectators who attend such indoor gathering activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the Heritage Senior Center where such activities take place; and

WHEREAS, it is the intent of the City of McCook to permit the resumption of use of the Heritage Senior Center for indoor gatherings, including weddings, 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 Outline of Changes to Upcoming DHMs Phase II*, and such further laws and guidance that may be issued in the future, provided that every renter, user, event attendee, or spectator, 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 all participants in such activities sign an agreement that releases the City of McCook, its elected and appointed officials and employees, and all other participants present during the activity at the Heritage Senior Center 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 renter, user, event attendee, or spectator that wishes to use the Heritage Senior Center for a gathering, wedding, or related activities will be required to enter into the *COVID-19: Addendum to Heritage Senior Center Rental Contract* attached hereto as Exhibit "B". These Addendums 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 Heritage Senior Center of the City of

McCook by the same renter, user, event attendee, or spectator.

BE IT FURTHER RESOLVED that all renters, users, event attendees, 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 into the Heritage Senior Center, to any non-complying renter, user, event attendee, or spectator, or to require a non-complying renter, user, event attendee, 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 17<sup>th</sup> of June, 2020.

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Michael Gonzales, Mayor

ATTEST:

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Lea Ann Doak, City Clerk

**COVID-19: Addendum to Heritage Senior Center  
Rental Contract**

This Addendum to Agreement (“Addendum”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2020, by and between The City of McCook, Nebraska (“City”) and \_\_\_\_\_ (“Renter”).

**RECITALS**

- A. The parties executed a Heritage Senior Center Rental Contract (the “Agreement”) contemporaneously with this Addendum, relating to the rental of the Heritage Senior Center at 1312 W 5th St, McCook, NE 69001 (the “Premises”).
- B. Renter wishes to utilize the Premises for a wedding/funeral reception or other event/gathering.
- C. The City recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation.
- D. Renter desires to rent the Premises and is willing to enter into this Addendum in order to ensure that the operation of the Premises follows the current applicable rules for safe operation.
- E. The parties desire to amend the Agreement to clarify certain management obligations of Renter in effect as a result of the COVID-19 pandemic.

NOW THEREFORE, The City and Renter agree as follows:

1. Management. The parties acknowledge and agree that Renter shall be solely responsible for the operation and management of the Premises during the term of the Agreement when the Premises are being utilized for the wedding/funeral reception or other event/gathering. Renter 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, all Directed Health Measures, including the Directed Health Measure Phase II issued by Governor Ricketts on May 21, 2020 that became effective June 1, 2020 and are attached to this Addendum as Exhibit “A” and incorporated herein by this reference and any subsequent amendments thereto (the “Rules”). Renter represents and covenants to The City that Renter is familiar with the Rules and that Renter shall operate and manage the Premises in accordance with the Rules. Renter shall ensure that all attendees utilizing the Premises shall conduct themselves in accordance with the Rules.

2. Capacity of the Premises. Pursuant to Exhibit “A” attached hereto and any subsequent amendments thereto, all wedding and funeral receptions and all other events/gatherings held in the Premises shall be subject to the applicable

occupancy restrictions contained in the Directed Health Measures in effect at the time of the wedding or funeral reception or other event/gathering. The Renter shall be solely responsible for ensuring that all capacity restrictions are strictly followed.

3. Maintenance. Renter shall be responsible for cleaning and sanitizing the Premises during and after the wedding/funeral reception. Such obligation shall include, but not be limited to, cleaning and sanitizing restroom facilities regularly while attendees are present and ensuring that all tables, chairs, benches and all fixtures are cleaned and properly sanitized after the event.

4. Assignment. Renter shall not assign, sublicense, or otherwise transfer, by operation of law or otherwise, its rights and/or obligations under the Agreement or any interest herein without the prior written consent of the City.

5. Relationship of Parties. Neither the method of calculating the rental fee nor any other provisions contained in the Agreement 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 the City and Renter, other than the relationship of lessor and lessee.

6. Insurance. If possible and financially feasible, Renter shall endeavor to have the insurance policy required in the Agreement provide coverage for issues related to COVID-19, novel coronavirus, or similar issues.

7. Indemnification. Renter agrees to 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 Renter's or Renter'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.

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

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

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

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

"RENTER"

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

"THE CITY"

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Outline of Changes to Upcoming DHMs Phase II

### Statewide Changes starting June 1<sup>st</sup>

- **Travel Quarantine**
  - All individuals returning from international travel only will be required to quarantine upon returning to Nebraska for 14 days.
  - The restriction will not apply to individuals traveling in connection with military service or in connection with employment at a health care facility.
  
- **Sports**
  - Team sports have been categorized by contact level (contact, limited-contact, non-contact) based on guidance from the April 2008 American Academy of Pediatrics Classification of Sports According to Contact. These categories will be used for determining the opening of different team sports.
  - Limited and Non-contact team sports including baseball, softball, and volleyball practices may begin June 1<sup>st</sup>.
  - Limited and Non-contact team sports including baseball, softball, and volleyball games may begin June 18<sup>th</sup>.
  - Rodeo events may also begin starting June 1<sup>st</sup>.
  - "June 1<sup>st</sup> Statewide Sports Reopening Guidelines" must be followed for both youth and adults.
    - ◆ Rodeos are permitted to follow Gatherings DHM requirements.
    - ◆ Schools gyms and weight rooms are permitted to follow gyms, fitness centers/clubs, health clubs, and health spas DHM requirements.
  - Contact sports like basketball, tackle football, soccer, wrestling, etc. remain prohibited.

**Starting June 1<sup>st</sup>, the following guidelines apply to all counties except for those located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota)**

- **Bars & Restaurants**
  - Restaurants remain open for dine-in and Bars, Bottle Clubs, and Gentlemen's Clubs can reopen
    - ◆ Patrons will be required to be seated while on premise unless they are placing an order or using the restroom.
  - Limited to 50% of rated occupancy maximum at a time.
  - Six (6) feet separation between seating of different parties.
  - Six (6) feet of separation between entertainers, performers, dancers, and patrons.
  - Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
  - Food may not be consumed at bar seating.
  - Games such as pool, darts, arcade games, etc. are prohibited.
  
- **Childcare Facilities**
  - Will remain at not more than 15 children per room/space.
    - ◆ All other state provisions, statutes, and regulations, including child to staff ratios, still apply.

- **Gatherings**

- Gatherings will be limited to the greater of 25 people (excluding staff) or 25% of rated occupancy (not to exceed 3,000) for gatherings held at:
  - ◆ Indoor or Outdoor Arenas, Indoor or Outdoor Auctions, Stadiums, Tracks, Fairgrounds, Festivals, Zoos, Auditoriums, Large Event Conference Rooms, Meeting Halls, Indoor Theaters, Libraries, Swimming Pools, or any other confined indoor or outdoor space.
    - > Groups shall be no larger than six (6) individuals.
    - > Six (6) feet separation between groups must be maintained.
- Parades, carnivals, midways, dances and street dances, and beer gardens are prohibited through June 30<sup>th</sup> and may be extended.
  - ◆ Parades where patrons remain in their vehicles and the public does not line the streets are permitted.
  - ◆ Dance recitals are permitted but must follow the Gathering requirements.
- Drive-in movie theaters may open at full capacity as long as patrons remain in/on their vehicles while viewing the movie and congregating at concession and restroom areas are not permitted.
- Plans for reopening must be submitted to the local health departments and approved for all indoor and outdoor locations/venues that hold 500 or more individuals (1,000 or more in counties over 500,000 population) before reopening is permitted. The reopening plan must contain planned number of guests, how the location will meet social distancing guidelines, and sanitation guidelines.

- **Gyms, Fitness Centers/Clubs, Health Clubs, & Health Spas**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Must ensure a minimum distance of six (6) feet be maintained between all patrons.

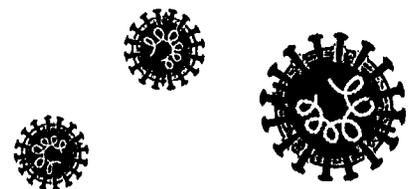
- **Salons, Barber Shops, Massage Therapy Services, & Tattoo Parlors/Body Art Facilities**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Chairs/stations must remain at least six (6) feet apart.
- Both workers and patrons are still required in the DHM to wear masks at all times.
  - ◆ An exception will be made for services provided by estheticians. Patrons will be permitted to remove their mask while receiving services directly. The mask must be worn by the patron at all other times while on the premise.

- **Wedding & Funeral Reception Venues**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Six (6) feet separation between seating of different parties.
- Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).  
*Self-serve buffets and other food service prohibited. Wait staff must serve food directly to all individuals.*
- No dances or other social events that require guests to gather outside of their respective tables are permitted.

***Starting June 1<sup>st</sup>, all counties located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota) will be reissued DHMs with Phase I Requirements***



**HERITAGE SENIOR CENTER  
1312 WEST FIFTH STREET  
MCCOOK, NE 69001  
(308) 345-1760**

**RENTAL CONTRACT**

1. Have your meetings scheduled and on our calendar as far in advance as possible and at least 48 hours before the meeting.
2. There will be NO access to the kitchen, the kitchenette can be used.
3. Absolutely NO SMOKING anywhere in the building.
4. Absolutely NO Alcoholic Beverages allowed on Senior Center property.
5. Turn off all lights, fans, etc. before leaving.
6. Leave the building in the same condition as it was when rented, including cleaning duties.
7. Two deposits shall be made; one for "clean-up" and one for "damages." The deposits will be returned to the renter if the group provides persons to "clean-up" to the satisfaction of the Senior Center staff and no damages are observed after the event. The deposits shall be in the form of a cashier's check payable to the Heritage Senior Center or cash. The deposits shall remain in full force and effect and may be held by the Senior Center if there are damages or cleanup is not satisfactory.
8. Rental does NOT include the use of electronic, equipment (i.e. TV, VCR, speaker system).
9. Two doors must remain unlocked when the building is occupied to meet fire codes.
10. A refund will be issued if a 48-hour notice is given of cancellation.
11. Separate cashier's checks must be given for the rent and for the deposits. The rental amounts and deposits are:

**ADVANCE PAYMENT ----- SEPARATE CHECKS**

DINING ROOM - CLEAN-UP DEPOSIT	\$100.00
DINING ROOM - DAMAGE DEPOSIT	\$100.00
DINING ROOM - RENT	\$100.00
DIVIDED MEETING ROOM - CLEAN-UP DEPOSIT	\$ 50.00
DIVIDED MEETING ROOM - DAMAGE DEPOSIT	\$ 50.00
DIVIDED MEETING ROOM - RENT	\$ 50.00
CONFERENCE ROOM - CLEAN-UP DEPOSIT	\$ 50.00
CONFERENCE ROOM - DAMAGE DEPOSIT	\$ 50.00
CONFERENCE ROOM - RENT	\$ 50.00

**EXHIBIT "B"**

12. This contract MUST BE RETURNED before a date will be reserved.
13. The Heritage Senior Center WILL NOT be rented for purposes of garage sales and rummage sales.
14. The lessee must be 19 YEARS OF AGE OR OLDER.
15. The key must be returned to the Senior Center on the first operating day after the rental.
16. DANCES: All dances will be charged a fee of \$100.00 for a 4-hour period. The hours shall be from 8:00 P.M. to 12 Midnight on any given day. The Senior Center shall not be open for the setting up of any equipment until 6:00 P.M. on the day of the event.
17. The lessee of the Senior Center for any dance shall be required to post a damage deposit in the form of CASH or a CASHIER'S CHECK, payable to the City of McCook, with the Senior Services Director in the amount of three hundred (\$300.00) dollars, which will protect the City against property damages. The deposit will be held by the Senior Services Director for a period of seventy-two (72) hours after the scheduled event. If property damage occurs, the City may use the deposit to pay the costs of repairs.
18. For all dances, the lessee shall be required to provide at least three (3) security guards to be on duty the entire time that the dance is going on. The names and ages of the security guards must be provided to the Senior Services Director at least five (5) days prior to the dance and are subject to approval of the City Manager and the Chief of Police.

Any violation of the above stated rules and regulations or intentional abuse or neglect to the Heritage Senior Center facilities and equipment will result in non-return of the renter's deposits and future use of the building will be revoked. By entering into this agreement, the undersigned lessee shall hereby waive all claims against the City of McCook which may arise out of the use of the Senior Center; and further agrees to indemnify the City of McCook for any damages to the premises, equipment or furnishing of the Senior Center incurred during the time of said agreement; and further to save and hold harmless the City against claims of any and all persons arising out of the premises by the lessee.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone (home) \_\_\_\_\_ (cell) \_\_\_\_\_

In case of cancellation we require a 48-hour notice or you will suffer the loss of building rent.

DATE TO BE USED \_\_\_\_\_ HOURS DESIRED \_\_\_\_\_

Deposit made \_\_\_\_\_ Key given \_\_\_\_\_ Payment received \_\_\_\_\_ Key returned \_\_\_\_\_

Deposit returned \_\_\_\_\_ If not returned, why \_\_\_\_\_