

City Council Regular Meeting  
Tuesday, September 27, 2022 7:00 PM

Hickman Community Center/City Hall 115  
Locust Street, Room 128 Hickman, Nebraska

1. Call to Order
  - 1.A. Participant Sign-In Sheet Available & Disclosure of Meeting Recording Process Notice Posted.
  - 1.B. This is an Open Meeting of the Hickman Nebraska Governing Body. The City of Hickman abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is on display in this meeting room as required by Nebraska State Law. Notice of meeting and copies of this agenda have been publicly posted prior to the meeting at the Hickman City Hall, Hickman U.S. Post Office, U-Stop Market and the City of Hickman website.
  - 1.C. The City Council may vote to go into Executive Closed Session on any agenda item as allowed by Nebraska State Law. The Governing Body may be excused and re-enter the City Council meeting room at any time after reconvening open session.
  - 1.D. Registered Agenda Speakers: All individuals requesting to be Registered Agenda Speakers must fill out a Registered Speaker Card & submit to Recording Clerk. The Mayor or Presiding Meeting Officer reserves the right to deny this request, or will call you to the podium when your agenda item is ready to be heard. Presentations, if allowed, may be limited to five (5) minutes per person, with a limit of three (3) individuals speaking per topic position. Please come to the podium, and clearly state your name and address for the record and the agenda topic you wish to speak upon in a professional manner.
2. Pledge of Allegiance
3. Roll Call
4. Mayor Communications
5. Consent Agenda
  - 5.A. Approval of September 13, 2022 City Council Meeting Minutes
  - 5.B. Claims and Accounts Payable Report
  - 5.C. Statement of Accounts and Budget Cash Report as of August 31, 2022

- 5.D. Monthly City Sales Tax Report
6. Proclamations, Presentations, Appointments, Affirmations & Introductions
  - 6.A. Affirm Mayor's Appointment of Mr. John Meese to Fulfill the City Council Vacancy
7. Reports
  - 7.A. Public Works and Parks and Recreation Department
  - 7.B. City Code Violations, Abatements, Nuisances and Permits
  - 7.C. Project Update on 68th Street & Hickman Road Roundabout
8. Public Hearings
9. Unfinished Business
10. New Business
  - 10.A. Jr. NBA League Operator Agreement for Hickman Youth Sports Program
  - 10.B. Consideration of Building Signage for Wastewater Treatment Plant
  - 10.C. Resolution 2022-30, Repealing Resolution 2022-27 and Property Tax Request for 2022-2023 Different than Property Tax Request for the Prior Year
  - 10.D. Ordinance 2022-12, Repealing Ordinance 2022-11 and Adoption of the City Budget Statement to be Termed the Annual Appropriation Bill; to Appropriate Sums for Necessary Expenses & Liabilities; & to Provide for an Effective Date
11. City Administrator's Report
12. Governing Body Comments & Council Correspondence
  - 12.A. Hickman Maker's Market, Saturday October 08, 2022
  - 12.B. Annual Trick or Treat on the Trail, Thursday October 27, 2022
  - 12.C. November 08, 2022 General Election
13. Meeting Adjournment

## MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD September 13, 2022

Mayor Doug Hanson called the meeting to order at 7:00 pm on September 13, 2022 and referenced the meeting recording process, optional sign in sheet, and open meeting law posting. All those present stood and recited The Pledge of Allegiance. Council Members Chad Parker, Tina Ziemann, Steve Noren, Doug Wagner and Doug Hanson were present for Roll Call. Council Member Phil Goering was absent and excused. Prior notice of the meeting and agenda were provided to the Mayor and all members of the Governing Body. Notice of the meeting was distributed and posted at Hickman City Hall, U.S. Post Office-Hickman, U-Stop Market and the City of Hickman Website.

### Mayor Communications

Mayor Hanson discussed that Council Member Phil Goering was excused from tonight's meeting. Mayor presented that at the September 06, 2022 meeting City accepted Walt Nelson's resignation.

### Consent Agenda

City Administrator presented and discussed the August 23, 2022 and September 06, 2022 Meeting Minutes and line-item content of Claims Report with the Governing Body. Motion by Council Member Noren and a second by Ziemann to approve the consent. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

### Proclamations, Presentations, Appointments, Affirmations & Introductions

Mayor Hanson presented that City Council does have a vacancy and at the September 27, 2022 City Council Meeting he will present a member for the vacancy. No action taken.

### Reports

Planning Commission Member Josh Maurer presented and discussed the Planning Commission Report with Governing Body. Motion by Council Member Parker and a second by Noren to approve the Planning Commission Report. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Deputy McManus presented the August 2022 Lancaster County Sheriff's Report. Motion by Council Member Noren and a second by Wagner to approve the Lancaster County Sheriff's Report. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

City Administrator presented and discussed the August 2022 Community Center Report with the Governing Body. Motion by Council Member Ziemann and a second by Wagner to approve the Community Center Report. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

City Administrator presented the 68<sup>th</sup> Street & Hickman Road Roundabout Project Report and reviewed the city's engineering firm reports with the Governing Body. The current schedule suggests that work is 2-3 weeks behind. The crew is continuing to work on concrete, grading on a section of the concrete had a design issue and required a small section of the project to be reconstructed. Olsson's, our engineering firm is taking full responsibility of the issue and resolution for the issue. Brian Schule with Olsson's discussed that Olsson's would take care of the issue at no cost to the city. The concrete grading issue will cause a delay of approximately three days. No action taken.

### Public Hearings

City Administrator presented that there is a delay with the TIF project. The project requires that we hold the Public Hearing with an additional two resolutions, making four total. The agenda did not have the two additional resolutions for the redevelopment plan. Motion by Council Member Parker and a second by Ziemann to Table Community Development Agency Public Hearing for the October 11, 2022 City Council Meeting. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Hanson presented One- & Six-Year Street Improvement Plan and invited Brian Schule with Olsson's to

discuss that with the Governing Body. Mr. Schule discussed that the One- & Six-Year Plan is small this time and that the Roundabout Project and the Terrace View Development Paving Project should be off the one year plan by next year. The six-year plan only has is the Wagon Train Avenue paving for future projects. Mayor Hanson opened the Public Hearing at 7:33 pm. The purpose of the hearing is to provide an opportunity for Public Comment. No public comments were received. Motion by Wagner and a second by Parker to close the Public Hearing at 7:33 pm. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Hanson presented 2022-2023 Budget Hearing on support, opposition, criticism, suggestions, or observations regarding the proposed City Budget.

Mayor Hanson opened the Public Hearing at 7:36pm. The purpose of the hearing is to provide an opportunity for Public Comment. No public comments were received. Motion by Noren and a second by Ziemann to close the Public Hearing at 7:39 pm. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Hanson presented 2022-2023 Budget Hearing on support, opposition, criticism, suggestions, or observations relating to setting the Final Tax Request at a different amount than the prior year tax request.

Mayor Hanson opened the Public Hearing at 7:39 pm. The purpose of the hearing is to provide an opportunity for Public Comment. No public comments were received. Motion by Parker and a second by Wagner to close the Public Hearing at 7:40 pm. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

### **Unfinished Business**

City Administrator presented Resolution 2022-19, MOU - Arts Council Mural at Hickman Carwash. The Arts Council is requesting to have the resolution tabled indefinitely as they plan to move forward with other options for displaying artwork in that area. Motion by Council Member Wagner and a second by Ziemann to table Resolution 2022-19 indefinitely. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

### **New Business**

Mayor Hanson presented Resolution 2022-22, Updated Interlocal Agreement for GIS Addressing Authority and invited Adam Miller with the City of Lincoln to address the Governing Body. Mr. Miller discussed that the City of Lincoln has had some changes that require them to update the previous resolution for the Interlocal Agreement for GIS Addressing Authority. The goal with the Interlocal Agreement for GIS Addressing Authority is to centralize all the addresses in the county to assist with emergency calls. Motion by Council Member Noren and a second by Wagner to approve Resolution 2022-22, Interlocal Agreement for GIS Addressing Authority; this agreement ("Agreement") is made and entered into effective as of the day of, 2022, by and between the (city) of (Hickman), Nebraska ("City" or "Village") and the City of Lincoln, Nebraska (Lincoln). Witnesses: Whereas , Lincoln's GIS Project Manager ("Project Manager") has the capability, knowledge, and software to create a database of all public and private street addresses for all residential and commercial properties in Lancaster County, Nebraska; and WHEREAS, having all street addresses in (city or village) listed on a database ("the Project") will improve law enforcement and fire protection for the citizens of (city or village) when NextGen911 services become available; and WHEREAS, the (city or village) desires to have Lincoln include all of its addresses in the database to be created by Lincoln. NOW, THEREFORE, the parties agree to the following: I. administrator; duties Lincoln's Project Manager will act as the Administrator of this Agreement on behalf of Lincoln. The Administrator or his or her designee shall be responsible for collecting, storing, maintaining, and arranging the addresses so that appropriate and authorized agencies can access the database easily, efficiently, and in a secure manner. No separate entity shall be created by this Agreement. II. Duties of (city or village) The duties of (city or village) shall include submission of all known addresses to the Administrator and to submit such changes to addresses and new addresses as they become known to (city or village). III. Fees and expenses (city or village) shall not be charged any fees or expenses by Lincoln for collection and maintenance of the addresses. IV. Duration this Agreement shall remain in full force and effective from the date of execution by the Mayor of the City of Lincoln, following approval by the City Council, for ten (10) years, unless (city or village) or Lincoln withdraws as set forth herein. This Agreement may be extended for an additional ten (10) years beyond the expiration date by action of the City Council for Lincoln and the (City Council or Village Board) of (city or village). V. Non-discrimination The parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin. VI. APPLICABLE LAW Parties to this Agreement shall conform with all existing and applicable local ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance

under this Agreement. VII. MODIFICATION This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties. VIII. TERMINATION Either party to this Agreement may terminate this Agreement at any time and for any reason, with or without cause, upon providing the other party written notice of such termination not less than thirty (30) days prior to the effective date of termination. IX. INDEMNIFICATION Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, agents and employees from and against all claims, damages, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for negligent or wrongful acts or omissions of said other party or its principals, officers, employees, or agents. X. INDEPENDENT CONTRACTOR It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of one party shall not be deemed to be employees of any other party. Each party shall be responsible to their own respective employees for all salary and benefits. A party's employees shall be entitled to any salary, wages, or benefits from any other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. XI. ASSIGNMENT A party shall not assign its duties and responsibilities under this Agreement without the express written permission of the other party to the Agreement. XII. AUDIT PROVISION (city or village) shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law. In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Hanson presented Resolution 2022-23, CDA Redevelopment Agreement, j Boutique Redevelopment Project and discussed that as stated prior the item would need to be tabled until October 11, 2022 City Council Meeting. Motion by Council Member Wagner and a second by Parker to table Resolution 2022-23 until October 11, 2022. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Hanson presented Resolution 2022-24, Redevelopment Agreement, j Boutique Redevelopment Project and discussed that as stated prior the item would need to be tabled until October 11, 2022 City Council Meeting. Motion by Council Member Parker and a second by Ziemann to table Resolution 2022-24 until October 11, 2022. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Hanson presented Resolution 2022-25, Authorize Transfer from General Fund to Street Fund per 25% Match of Highway Allocation. City Administrator discussed that this is an annual resolution that is required by the state. The total receipts for this year were just over \$288,000.00 so 25% of that is the \$72,143.00 that will be transferred from the general fund to the streets fund. Motion by Council Member Ziemann and a second by Wagner to approve Resolution 2022-25 Authorize Transfer from General Fund to Street Fund per 25% Match of Highway Allocation, be it resolved by the mayor and council of the city of Hickman, Nebraska: Whereas, the City of Hickman, Nebraska receives Highway Allocation Funds from the State of Nebraska. Now, Therefore, be it resolved by the mayor and council of the city of Hickman, Nebraska, that the City of Hickman will transfer \$72,143.00 from the City of Hickman's General Fund to the City of Hickman's Street Fund to cover the 25% Match of Highway Allocation Receipts. Passed and approved this 13th day of September 2022. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Hanson presented Resolution 2022-26, One & Six Year Street Improvement Plan. Motion by Council Member Noren and a second by Parker to approve Resolution 2022-26, WHEREAS, The City of Hickman, Nebraska, has conducted a public hearing in accordance with the requirements of the Board of Public Roads

Classification and Standards, NOW, THEREFORE, be it resolved by the Mayor and City Council that the One and Six Year Plan for streets as presented at said public hearing has been accepted and approved. Public hearing for said plan was held on September 13, 2022. Certificate of recordings officer the undersigned, duly qualified and acting City Clerk of the City of Hickman, Nebraska, does hereby certify that the above resolution was adopted at a legally convened meeting of the City held on the 13th day of September 2022 and further, that such a resolution has been fully recorded in the proceedings and records in the office of the City Clerk. In Witness Whereof, I have hereunto set my hand this 13th day of September 2022. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Hanson presented Resolution 2022-27, Property Tax Request for 2022-2023, different than the property tax request for the prior year. Motion by Council Member Noren and a second by Parker to approve Resolution 2022-27 Property tax request for 2022-2023 different than property tax request for the prior year in the amount of \$1,587,062.49, which exceeds the statutory budget limit by an additional one percent, be different then the property tax request for 2021-2022. Whereas, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of Hickman passes by a majority vote a resolution or ordinance setting the tax request; and Whereas, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; Now, Therefore, the Governing Body of the City of Hickman, Nebraska, resolves that: 1. The 2022-2023 property tax request be set at: General Fund: \$1,195,999.49 Bond Fund: \$ 391,063.00 2. The total assessed value of property differs from last year's total assessed value by 12.79 percent. 3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be 0.530324 per \$100 of assessed value. 4. The City of Hickman proposes to adopt a property tax request that will cause its tax rate to be 0.598137 per \$100 of assessed value. 5. Based on the proposed property tax request and changes in other revenue, the operating budget of the City of Hickman, Nebraska will increase last year's budget by 12.76 percent. 6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2022. Motion by Parker seconded by Ziemann to adopt Resolution No. 2022-27. Voting yes were: Parker, Ziemann, Noren and Wagner. Voting no were: none PASSED AND APPROVED this 13th day of September 2022. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Hanson presented Resolution 2022-28, Approval of Walters Ridge Addition Covenants Per Subdivision Agreement. City Attorney discussed that this resolution is City Councils approval for Walters Ridge Addition Resident Covenants. Resolution 2022-28, Walter Ridge Addition Restrictive Covenants Whereas, the City of Hickman, Nebraska and Cedar Woods Estates, LLC jointly entered into an agreement for the subdivision development of Walters Ridge Addition; and Whereas, Walters Ridge Addition Subdivision Agreement Section 16 allows for the assumption of obligations by a common interest community association and subdivider may record restrictive covenants with the Lancaster County Register of Deeds to be indexed against the Lots and thereafter form a common interest community association ("HOA" or "Association") obligating such Association to fulfill the requirements to maintain, replace or repair any and all improvements required by the agreements and that the restrictive covenants must first be approved by the City; and Whereas, the Mayor and City Council of the City of Hickman find that restrictive covenants for the subdivision of Walters Ridge Addition obligating the HOA or Association to fulfill the requirements of the Subdivider are in the best interest of the City; Now, Therefore, be it Resolved by the Mayor and Council of the City of Hickman Nebraska, that the restrictive covenants for Walters Ridge Addition, attached hereto and marked as Exhibit "A" are hereby approved. Passed and approved this the 13th of September 2022. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Hanson presented Resolution 2022-29, Walters Ridge Addition Utilities Covenants. City Attorney discussed that this resolution is City Councils approval for Walters Ridge Addition Utilities Covenants. Motion by Council Member Wagner and a second by Ziemann to approve Resolution 2022-29, Walters Ridge Addition Walters Ridge 1ST Addition Utility Covenants Whereas, the City of Hickman, Nebraska and Cedar Woods Estates, LLC jointly entered into an agreement for the subdivision developments of Walters Ridge Addition and Walters Ridge 1st Addition; and Whereas, Walters Ridge Addition Subdivision Agreement Section 16 and Walters Ridge 1st Addition Subdivision Agreement Section 14 allows for the assumption of obligations by a common interest community association and subdivider may record covenants with the Lancaster County Register of Deeds to be indexed against the Lots and thereafter form a common interest community association ("HOA" or "Association") obligating such Association to fulfill the requirements to maintain, replace or repair any and all improvements required by the agreements and that the covenants must first be approved by the City; and Whereas the Mayor and City Council of the City of Hickman find that utility covenants for the subdivision of

Walters Ridge Addition and Walters Ridge 1st Addition obligating the HOA or Association to fulfill the requirements of the Subdivider are in the best interest of the City; Now, Therefore, be it Resolved by the Mayor and Council of the City of Hickman Nebraska, that the utility covenants for Walters Ridge Addition and Walters Ridge 1st Addition; attached hereto and marked as Exhibit "A" are hereby approved. Passed and approved this the 13th of September 2022. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Hanson presented Ordinance 2022-11, Adoption of the City Budget Statement to be termed the Annual Appropriation Bill; to appropriate sums for necessary expenses & liabilities; & to provide for an effective date. Council Member Noren introduced Ordinance 2022-11 and asked the City Clerk to read it by title, AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE. BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HICKMAN, NEBRASKA: Motion by Council Member Wagner and a second by Parker to suspend the three-reading rule for Ordinance 2022-11. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0. Motion by Council Member Noren and a second by Wagner to pass Ordinance 2022-11 on the first and final reading. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

City Administrator discussed Tort Claim Water Main Break Damage at 6900 Hickman Road on August 29, 2022. There was a water main break on August 29, 2022 with the increase of pressure from the break caused some build up that backed up inside the house. The Public Works Director did immediately go to evaluate the property for damage. There was damage to the water softener from the back up. The property owner called a plumber to give an estimate to repair the water softener and is asking the city to pay for those repairs. Motion by Council Member Wagner and a second by Ziemann to refer the Tort Claim Water Main Break Damage at 6900 Hickman Road to the City insurance company, LARM. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Hanson presented Master Agreement Work Order: Agreement for Professional Services with Olsson for 2023 General Consulting and invited Brian Schule with Olsson's to address the Governing Body. Mr. Schule discussed that this is the general consulting agreement that is for development reviews and items that come up over the year by the city. Motion by Council Member Wagner and a second by Parker to approve Master Agreement Work Order: Agreement for Professional Services with Olsson for 2023 General Consulting. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Hanson presented Master Agreement Work Order: Agreement for Professional Services with Olsson for Street Superintendent Work Orders. Brian Schule with Olsson's discussed that the Street Superintendent work is for general review work and items like the One in Six Year Plan. Motion by Council Member Parker and a second by Wagner to approve Master Agreement Work Order: Agreement for Professional Services with Olsson for Street Superintendent Work Orders. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Hanson presented Certificate of Payment No. 2 to Bauer Infrastructure, LLC for Hickman Roundabout and Trail Undercrossing Project in the Amounts of \$43,168.00. Motion by Council Member Noren and a second by Ziemann to approve Certificate of Payment No. 2 to Bauer Infrastructure, LLC for Hickman Roundabout and Trail Undercrossing Project in the Amounts of \$43,168.00. City Administrator discussed that this payment is for work completed between August 1, 2022 and August 25, 2022. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Hanson presented Certificate of Payment No. 3 to Bauer Infrastructure, LLC for Hickman Roundabout and Trail Undercrossing Project in the amount of \$173,503.39. Motion by Council Member Ziemann and a second by Parker to approve Certificate of Payment No. 3 to Bauer Infrastructure, LLC for Hickman Roundabout and Trail Undercrossing Project in the amount of \$173,503.39. City Administrator discussed that this payment is for work completed between August 25, 2022 and September 02, 2022. The following Council Members voted "YEA":

Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0. Mayor Hanson presented Consideration of Citizen Requests for Speed Bumps on City Arterial Streets and asked to have this item added to the agenda following the last meeting for discussion for Sunflower and 9<sup>th</sup> Street that Mr. Nelson wanted to look at but that was not on the agenda. City Administrator discussed that there have been multiple complaints in change of traffic flow surrounding the Roundabout Project from citizens. There have been four formal requests on Village View between 6<sup>th</sup> and 7<sup>th</sup> Street, No Parking signs on Stagecoach and East 2<sup>nd</sup> Street, Stagecoach Avenue additional safety such as speed bumps or no parking signs, Autumn Parkway not related to the closures but due to the 35 MPH in the neighborhood, Autumn Parkway for speeding to have speed bumps.

Motion by Council Member Wagner and a second by Ziemann to not place temporary speed bumps on East 9<sup>th</sup> and Sunflower Street. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Motion by Council Member Parker and a second by Ziemann to direct city staff to review Village View and Autumn Road and install where feasible in accordance with the Institute of Transportation guidelines. The following Council Members voted "YEA": Parker, Ziemann and Noren. The following Council Members voted "NAY": Wagner. Motion passed 3-1.

Motion by Council Member Noren and a second by Ziemann to direct city staff to place temporary No Parking signs on the East side of Village View Drive from East 5<sup>th</sup> Street to Hickman Road. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

### **City Administrator's Report**

City Administrator discussed that the Public Works Director is currently pumping over 700,000 gallons of water per day, with the recent rain it did help the usage for one day. The City is currently in a ten day Volunteer Water Restriction. The Public Works Director and City Administrator continue to review the City's production of municipal water and monitor the City Drought Emergency Plan. Motion by Council Member Ziemann and a second by Parker to approve the City Administrators Report. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

### **Governing Body Comments and Correspondence**

The City Office received a City of Lincoln Special Permit, SP22025 approval to allow for Expanded Home Occupation at 7600 Panama Road and a Special Permit, SP22027, to allow for a County Community Unit Plan for nine lots, Highway 77, and Stagecoach Road. No action taken.

### **Adjournment**

Motion by Council Member Nelson and a second by Wagner to adjourn the meeting at 8:54 pm. The following Council Members voted "YEA": Parker, Ziemann, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

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Mayor Hanson

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Jaala Johnson, City Clerk

**City Council Meeting September 27, 2022**  
**Accounts Payable as of September 22, 2022**

Vendor	Memo	Open Balance	Check No.
American Ramp Company	25% Stewart Family Skate Park Phase II per agrmt signed 12.14.2021. Funds from HACFF donated (\$200,000)	\$20,000.00	
American Ramp Company	25% Stewart Family Skate Park Phase II per agrmt signed 12.14.2021. Funds from HACFF donated (\$200,000)	\$30,000.00	
Beatrice Concrete Co. Inc	Inv # H1663718 - Street Repair Watermain Break E 2nd Street	\$946.00	
BOK Financial	HICKMANREF18 - CURR BONDS SERIES 2018 Elec/Sewer(\$1.585mil)	\$17,995.00	
Chris Wallman Reimb	Clothing Reimbursement 2022	\$53.71	
Cline Williams Law Firm	Inv # 336974- Legal Consulting for TIF J Boutique LLC Redevelopment Plan	\$3,895.50	
Cornhusker Public Power District	10ft Electric Sleeve (Roundabout)	\$175.47	
Crawford Plumbing Co.	Inv # 11539- Leak Repair Water Tx Plant another section of copper pipe 8.30.22	\$157.46	
Georgiana, Trent A- Reimb	2022 Clothing Reimbursement Boots	\$150.00	
Hawkins, Inc.	Inv # 6292846 - WTP Supplies, Chlorine & Cylinder	\$656.76	
Hier's Plumbing	Annual Backflow Testing Water Plant, WWT, City Office, Park Sprinklers	\$450.00	
In With The New Construction Vendor	New Construction Deposit Refund Permit # 2021-129	\$500.00	
Johnson, Jaala	Annual League Conference Mileage & Parking Reimbursement (80 Miles) 9.21.2022-9-23-2022	\$72.50	
L.P. Stewart & Sons, Inc.	Inv# 7523 - Rock (Alley, Streets & Park)	\$1,117.87	
Lincoln Winwater Works	Inv#08735901 - Material Watermain Break 1st Street	\$910.54	
Lincoln Winwater Works	Inv#08779401 - Material Watermain Break 1st Street	\$112.61	
Lovorn, Bob - Reimb	Clothing Reimbursement 2021	\$150.00	
MacQueen Equip (Ne Enviro Products)	Sewer Machine Repaired Jet Hose Hole	\$118.97	
Manion Construction	New Construction Deposit Refund Permit # 2022-05	\$500.00	
Manion Construction	New Construction Deposit Refund Permit # 2022-07	\$500.00	
Mattson, Luke - Reimb	2022 Clothing Reimbursement	\$150.00	
Merchant, Jeff	2022 Clothing Reimbursement Boots	\$150.00	
Miller Seed Co.	Inv# 54433 - Landscape Stakes Parks & Streets	\$46.50	
Municipal Supply, Inc. of Omaha	3 Repair clamps for water mains	\$613.92	
Municipal Supply, Inc. of Omaha	Mill Hose W/M & F Alum NST CPLGS W/SS Bands	\$372.12	
Nebraska Public Health Environmental Lab	Inv #543685 - Water Sampling Tests, Water Dept	\$548.00	
Odeys Inc.	LineStripe Paint White Ball Fields	\$535.00	
Prairie Home Builders	New Construction Deposit Refund -2022-03	\$500.00	
Prairie Home Builders	New Construction Deposit Refund -2022-04	\$500.00	
PrimeTime Sporting Goods	Inv# 2901- Sporting Shirts	\$278.85	
PrimeTime Sporting Goods	Inv# 2898- Sporting Shirts	\$1,284.00	
SNB Construction	New Construction Deposit Return, Bldg. Permit # 2022-11	\$500.00	
Stertz Family Homes - Deposit	2021-225 Building Deposit Refund	\$500.00	
T & R Electric	Single Phase Pad Mount 240/120(3) SID Project	\$3,085.75	
T & R Electric	Single Phase Pad Mount 240/120-Inventory	\$1,230.44	
Timber Ridge Homes - PreConn	New Construction Deposit Refund Permit # 2022-227	\$500.00	
<b>TOTAL</b>		<b>\$89,256.97</b>	

**City Council Meeting September 27, 2022**  
**Accounts Payable as of September 22, 2022**

<b>Vendor</b>	<b>Memo</b>	<b>Payment</b>	<b>Check No</b>
Ameritas Life Ins., Corp.	Employee Pension Plans	\$3,194.74	ACH
Black Hills	Utilities - 115 Locust, 5th Street Shop & 588 Chestnut	\$149.39	ACH
ICMA	Employee Retirement Contribution	\$394.15	ACH
IRS	Payroll Taxes	\$7,196.40	EFPTS
Nebraska Department of Revenue	Sales Tax August 2022	\$16,293.32	ACH
Quadient	Postage	\$1,200.00	ACH
State of Ne & Erin M McCartney	Employee Liabilities	\$727.85	ACH
Payroll Distribution (Net Pay)	09.23.2022 City Staff	\$22,462.37	ACH
UNUM	Employee Premiums October 2022	\$622.60	ACH
Verizon	City Staff Mobile Phones	\$247.70	ACH
Windstream	Community Center & WWTP Monthly Phone Service	\$970.89	ACH
<b>TOTAL</b>		<b>\$53,459.41</b>	
<b>TOTAL CLAIMS REPORT</b>		<b>\$142,716.38</b>	

**Reviewed and Approved on September 27, 2022**

\_\_\_\_\_  
Mayor Doug Hanson

\_\_\_\_\_  
Council Member Ziemann

\_\_\_\_\_  
Council President Goering

\_\_\_\_\_  
Council Member Noren

\_\_\_\_\_  
Council Member Wagner

\_\_\_\_\_  
Council Member Nelson

\_\_\_\_\_  
Council Member Parker

**City of Hickman  
Statement of Cash Bank Accounts  
FY2021/2022**

<u>Account #</u>	<u>Account Name</u>	<u>June 2022</u>	<u>July 2022</u>	<u>August 2022</u>
	Cash on Hand	\$200.00	\$200.00	\$200.00
	Cash on Hand - Reading Centre	\$24.00	\$24.00	\$24.00
...8760	General Fund Checking	\$1,170,030.98	\$948,605.96	\$1,087,007.90
...1586	Linear Park Fund	\$2,298.04	\$2,298.04	\$2,298.04
...7412	Reading-Tech & Historical Center	\$2,920.31	\$2,920.31	\$3,561.31
...4500	Arts Council	\$1,761.20	\$1,761.20	\$1,761.20
...2843	Keno Revenue	\$87,827.35	\$92,024.21	\$96,317.24
...7578	Electrical Reserve (Baylor Heights Reserve)	\$73,936.61	\$73,939.55	\$73,942.89
...0938	TIF Account	\$594.84	\$590.84	\$630.84
...0863	Parks & Recreation Activities	\$67,398.66	\$74,797.70	\$82,640.71
...7420	Debt Service Reserve (CURR Series 2018 Bond Reserve)	\$155,175.77	\$155,206.59	\$155,277.68
...7479	Sewer Reserve Acct	\$60,518.91	\$60,521.31	\$60,560.05
...2883	CUR Revenue Series 2018 (Terrace View Reserve)	\$273,696.98	\$273,773.09	\$273,859.72
...4664	Street Sinking Fund	\$916,014.65	\$916,742.44	\$917,571.28
...5322	ARP Funds	\$210,092.47	\$210,175.93	\$420,271.09
...5333	Sales Tax Revenues (10/01/2021 new)	\$751,112.56	\$808,300.78	\$867,471.35
	Total Funds Available	\$3,773,603.33	\$3,621,881.95	\$4,043,395.30
...404	Hickman Area Economic Dev. Association	\$19,627.39	\$19,527.39	\$19,617.39
	Total HAEDA Funds Available	\$19,627.39	\$19,527.39	\$19,617.39
...965	Hickman Building Foundation	\$0.00	\$0.00	\$0.00
	Total Foundation Funds Available	\$0.00	\$0.00	\$0.00
Hickman Community Foundation	Endowment Fund	\$18,668.58	\$18,668.58	\$18,668.58
Hickman Community Foundation	Community Beautification Fund	\$118.00	\$118.00	\$118.00
Hickman Community Foundation	Aquatic Center	\$56,598.57	\$56,598.57	\$56,598.57
Hickman Community Foundation	Parks Improvement	\$144,780.80	\$144,780.80	\$144,780.80
as of March 31, 2021	Hickman Area Community Foundation Funds			

**CITY OF HICKMAN  
BUDGET CASH REPORT  
As of August 31, 2022**

Fiscal Year Completed:  
91.67%

	August Receipts	August Expenditures	Expenditures to Date	Expenditures Budget	Budget Available	% of Budget Spent
GENERAL FUND	817,574.20	124,086.13	1,194,013.16	1,257,887.44	63,874.28	94.92%
STREET FUND	28,592.27	227,457.21	715,009.84	2,225,729.73	1,510,719.89	32.12%
WATER FUND	97,030.84	15,653.75	367,141.02	2,177,270.36	1,810,129.34	16.86%
ELECTRIC FUND	177,053.66	143,925.39	1,451,788.79	1,794,119.75	342,330.96	80.92%
SEWER FUND	65,847.18	21,595.98	726,302.16	1,137,623.93	411,321.77	63.84%
POLICE FUND	0.00	11,042.09	118,543.83	130,494.82	11,950.99	90.84%
PARK FUND	12,295.00	54,879.53	667,637.11	392,523.40	-275,113.71	170.09%
<b>TOTAL FUNDS</b>	<b>1,198,393.15</b>	<b>598,640.08</b>	<b>5,240,435.91</b>	<b>9,115,649.43</b>	<b>3,875,213.52</b>	<b>57.49%</b>

	Principal Balances as of 10/01/21	August Expenditures	Loan Payments to Date	Expenditures Budget	Budget Available	% of Budget Spent
<b>DEBT SERVICE</b>						
2017 SEWER GO REFI	1,325,000.00		231,318.13	241,552.00	10,233.87	95.76%
2021 WATER GO REFI	1,400,000.00		144,249.49	144,249.49	0.00	100.00%
NDEE #317887 CLEAN WATER UV	499,143.00		45,352.70	45,352.70	0.00	100.00%
2018 ELEC/SEWER REFUNDING BOND	1,065,000.00		154,012.50	161,678.00	7,665.50	95.26%
2018 ELEC/SEWER NEW REVENUE (T.View)	1,085,000.00		81,647.50	81,647.50	0.00	100.00%
2021 COPS (Community Center)	3,315,000.00	32,558.75	190,305.00	190,305.00	0.00	100.00%
<b>TOTAL DEBT SERVICE</b>	<b>8,689,143.00</b>	<b>32,558.75</b>	<b>846,885.32</b>	<b>864,784.69</b>	<b>17,899.37</b>	
<b>TIF LOANS</b>						
AUTO CENTER	14,926.00	0.00	1,540.12	3,080.00	1,539.88	50.00%
FORMER SCHOOL HOUSE	9,595.00	0.00	2,396.00	4,792.00	2,396.00	50.00%
<b>TOTAL TIF LOANS</b>	<b>24,521.00</b>	<b>0.00</b>	<b>3,936.12</b>	<b>7,872.00</b>	<b>3,935.88</b>	

<b>UTILITY ENTERPRISE</b>	August BILLING	REVENUE TO DATE	% of Budget Met
ELECTRIC	171,709.35	1,481,095.40	82.28%
WASTEWATER	58,849.09	610,932.30	97.75%
WATER	86,523.85	534,441.79	106.89%
MISC (ie: SERVICE CALL, RETURNED CHECK FEE)	90.00	1,215.44	-
<b>TOTAL UTILITIES</b>	<b>317,172.29</b>	<b>2,627,684.93</b>	<b>89.84%</b>

	<u>1-Aug</u>	<u>Monthly In/Out</u>	<u>31-Aug</u>
CUSTOMER DEPOSITS	77,298.26	1,900.00	79,198.26

NEBRASKA DEPARTMENT OF REVENUE

LOCAL OPTION SALES AND USE TAX

REMITTED TO CITIES

COLLECTION MONTH*	SALES/USE TAX	CONSUMERS USE TAX	SALES TAX ON MOTOR VEHICLES	CURRENT MONTH'S REFUNDS TO TAXPAYERS	3% ADMIN FEE	ALLOCATION TO CITY	*** SETTLEMENT AMOUNT	NEXT MONTH'S REFUNDS TO TAXPAYERS	** SETTLEMENT DATE
AUGUST	41,692.48	236.63	9,521.55	0.00	(1,543.52)	49,907.14	49,907.14	0.00	10.22.2021
SEPTEMBER	41,453.17	726.44	9,199.70	0.00	(1,541.38)	49,837.93	49,837.93	0.00	11.22.2021
OCTOBER	40,175.85	300.98	10,591.50	0.00	(1,532.05)	49,536.28	49,536.28	0.00	12.22.2021
NOVEMBER	36,832.97	314.80	4,567.56	0.00	(1,251.46)	40,463.87	40,463.87	0.00	01.22.2022
DECEMBER	51,017.41	245.35	8,148.62	0.00	(1,782.34)	57,629.04	57,629.04	0.00	02.22.2022
JANUARY	36,893.13	324.88	8,984.76	0.00	(1,386.08)	44,816.69	44,816.69	0.00	03.22.2022
FEBRUARY	33,325.90	1,112.60	10,724.47	0.00	(1,354.89)	43,808.08	43,808.08	0.00	04.22.2022
MARCH	46,217.67	553.95	13,104.53	0.00	(1,796.28)	58,079.87	58,079.87	0.00	05.22.2022
APRIL	48,645.36	214.43	10,308.09	0.00	(1,775.04)	57,392.84	57,392.84	0.00	06.22.2022
MAY	45,654.25	976.73	11,697.93	0.00	(1,749.87)	56,579.04	56,579.04	0.00	07.22.2022
JUNE	50,096.42	348.85	9,785.42	0.00	(1,806.92)	48,638.35	58,423.77	0.00	08.22.2022
JULY							0.00		
<b>TOTALS</b>	<b>472,004.61</b>	<b>5,355.64</b>	<b>106,634.13</b>	<b>0.00</b>	<b>(17,519.83)</b>	<b>556,689.13</b>	<b>566,474.55</b>	<b>0.00</b>	

\* This is the tax month for which the local option sales and use tax was collected by retailers or paid by taxpayers.

\*\*This is the date that payment will be electronically deposited into the bank account.

\*\*\*This is the amount of the payment that will be received after refunds to taxpayers and administrative fees have been deducted.

**TOTAL SALES TAX (RESTRICTED FUNDS)**

Register: 104.1 - Cash in Bank - SALES TAX REVENUE

From 04/01/2022 through 04/30/2022

Date	Number	Payee	Memo	Payment	Deposit	Balance
2/22/2022			December 2021 Sales Tax Revenues		\$57,629.04	\$57,629.04
2/28/2022			Interest		\$1.11	\$57,630.15
3/15/2022			Total Restricted Funds from General Cash Account as of 09.30.2021		\$488,824.02	\$546,454.17
3/22/2022			January 2022 Sales Tax Revenues		\$44,816.69	\$591,270.86
3/31/2022			Interest		\$65.32	\$591,336.18
4/22/2022			February 2022 Sales Tax Revenues		\$43,808.08	\$635,144.26
4/29/2022			Interest		\$119.86	\$635,264.12
5/23/2022			March 2022 Sales Tax Revenues		\$58,079.87	\$693,343.99
5/31/2022			Interest		\$182.95	\$693,526.94
6/22/2022			April 2022 Sales Tax Revenues		\$57,392.84	\$750,919.78
6/30/2022			Interest		\$192.78	\$751,112.56
7/22/2022			May 2022 Sales Tax Revenues		\$56,579.04	\$807,691.60
7/29/2022			Interest		\$609.18	\$808,300.78
8/22/2022			June 2022 Sales Tax Revenues		\$58,423.77	\$866,724.55
8/31/2022			Interest		\$746.80	\$867,471.35

# Public Works & Parks Department Report

## August 2022

### Public Works

- Locate Tickets
- Mowed & Trimmed All City Property
- Cut Down & Trimmed Trees

### Wastewater & Water

- Routine Sampling at Wastewater & Water Treatment Plants
- Routine Power Washing at Wastewater Clarifier
- Routine Running of Sewer Lines
- Replaced Water Meters
- Water Main Break North Walnut
- Flushing Water Lines
- Roundabout Project Waterlines

### Electric

- Repaired Street Lights
- Installed Electric Meters on New Homes

### Parks

- Cleaned Bathrooms Daily
- Cleaned Up Flower Beds
- Grading At Oakview Park
- Painted Flag Football Fields

### Updates

- ADA parking stalls in Main Park – Bob is working with Straight Line in Grand Island about the blue paint for current qualified pads
- Goal is the second week of October to complete storm water drainage creek liner clean out
- Bob is currently in negotiation with Bauer for 1<sup>st</sup> street “bump” repair (west of 68<sup>th</sup> street where asphalt meets the concrete)

Bobby Lovorn  
Maintenance & Facilities Director

Trent Georgiana  
Parks & Recreation Director

## OPEN CODE VIOLATIONS REPORT

### NEW VIOLATIONS

Updated September 23, 2022

Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
Locust Street	golf cart on the sidewalk	09.02.22	City Staff	09.06.22	Action Complete	City Staff contacted the ATV driver regarding driving on the city sidewalk.
W. 9th Street	weeds	09.08.22	Property Owner	09.30.22	In Process	Complaint of tall weeds and leaning fence. City Staff review and contact property owner, as necessary.
Terrace View	weeds/mowing	9.12.22	Property Owners/Developer	09.30.22	In Process	Complaint of tall weeds and grass of empty lots. City Staff contacted property owner to have it mowed.
Hickory Street	dog barking	09.13.22	Deputy Pair	09.22.22	Action Complete	Deputy spoke with dog owner and neighboring properties and did not find cause to issue a citation.
Locust Street	vehicle parked on city street over 24 hours	09.15.22	Deputy Pair	09.15.22	Action Complete	Vehicle moved off of the city street.
Villas of the Village	weeds/mowing	09.20.22	Property Owner	09.30.22	In Process	Complaint of tall weeds and grass of empty lots. City Staff contacted property owner to have it mowed.
Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
BNSF Railroad	Trash and Debris	02.18.22	BNSF	09.23.22	In Process	Burlington Railroad has a full dumpster of trash and debris by the railroad tracks at 2nd and Main Streets. The debris is in the floodplain. Email contact was made in April, May, and June. On September 13, 2022 City Staff sent an email asking for compliance by September 22, 2022. City staff will follow the noncompliance notice and process as outlined in Ordinance 2014-07 amending Chapter 3, Article 5 - Nuisances of the Municipal Code.
Woodland Blvd	Speed limit sign needed and fix hole on corner with 68th Street	07.11.22	Public Works	09.05.22	In Process	Citizen recommended a speed limit sign on Woodland Blvd and to concrete a 4' x 10' pad on the corner with 68th St so Buses and long vehicles don't drop their back wheels making a tight turn when there is oncoming traffic.



## 68<sup>TH</sup> & HICKMAN RD. ROUNDABOUT CONSTRUCTION PROGRESS MEETING MINUTES

Thursday, September 15, 2022

NAME OF PROJECT:	Hickman Roundabout and Undercrossing
PROJECT LOCATION:	68 <sup>th</sup> & Hickman Road, NE
MEETING LOCATION:	Northeast quadrant of 68 <sup>th</sup> & Hickman Rd.
PROJECT #:	017-3213

**Project Status/Schedule** Days remaining as of 9/15/2022 – 15 days

- Current schedule would suggest that work is 3-4 weeks behind completion

### **Bauer Infrastructure –**

- Continue to work on Watermain installation at 6<sup>th</sup> street. This work includes boring watermain from Walnut Street to Main Street. Then connecting water services and installation of hydrants on each side of creek. Water main break did happen yesterday (9/14) at Walnut Street. Estimate to complete this work is approximately 10 days.
- Paving is ongoing along the North Leg of the roundabout. Bank driveway is now complete.
- South leg of Roundabout will begin install Storm sewer pipe (south side), forming and construction of curb inlets

### **Linhart Const.-**

- Retaining wall work to begin anytime. Equipment is onsite.

### **Olsson (Lance)**

- Currently Bauer is onsite performing work involved with Bored water main at 6<sup>th</sup> street. This work has to be completed prior to abandoning watermain under roundabout pavement in the Southwest Quadrant of the roundabout.
- Olsson density testing on subgrade continues to be passing compactions. Rain has helped with soil moistures.
- Lance asked that Bauer continue to contact Linhart regarding their schedule to start the placement of retaining walls.
- Paving grades that resulted in having concrete removed have been resolved and resurveyed as of Wednesday morning (9/14). Olsson engineers have made a priority to get this corrected in less than 3 days and resurveyed.
- 10” Watermain at the intersection of Hickman Rd and 68<sup>th</sup> street has passed pressure testing and chlorination. A partial letter of acceptance from the state was received on Friday (9/9). Additional testing will be done on the remaining watermain work as well.
- Boring operations for watermain have begun. Crew is pulling pipe back today. Hydrant installation work will follow.



**Bauer Infrastructure (Micah/Bob/Scott):**

- Has completed the excavation and subgrade prep for Linhart, now awaiting Linhart to arrive and start work.
- Crew will continue to work on paving and placing concrete along the North and Circle areas.
- Material for Traffic Barrier Wall has been ordered and crew is ready to start that work following Linhart's wall construction.
- Scott will be making the North 10" water main connection, this will require the main to be shutdown. The affected businesses would possibly be U-Stop, and the businesses at the Subway area. This is tentatively scheduled for next week and will most likely be a nighttime work operation.

**City of Hickman (Bob L./Trent):**

- City will help coordinate watermain along 6<sup>th</sup> street

**Action Items**

- Next Meeting— Sept 29th, 2022

Attendance: Brad Thomas (Olsson), Lance Murry (Olsson), Micah Messick (Bauer), Bob Sedlacek (Bauer), Craig True (Bauer), Scott Lewis (Bauer), Bob Lavern (City of Hickman), Trent Georgiana (City of Hickman)

## Jr. NBA League Operator Agreement

This Jr. NBA League Operator Agreement (this “Agreement”) is entered into as of [DATE] (the “Effective Date”) and is by and between RCX Sports, LLC (“RCX”) and [City of Hickman] (“League”).

WHEREAS, under a license from NBA Properties, Inc. (“NBAP”), RCX has the right to operate and manage the youth recreational basketball program known as Jr. NBA Leagues (the “Program”); and

WHEREAS, League desires to obtain certain rights with respect to the Program, on the terms and subject to the conditions set forth herein.

### 1. Payment

(a) In consideration for the license granted to League in accordance with Section 2 below, League hereby agrees to (i) timely pay the charges set forth in any payment form or invoice (whether in hard copy, electronic or other format) (the “Payment Form”) for the purchase of merchandise and equipment, including uniforms, balls, and other items related to League’s participation in the Program, (ii) comply with the other terms and conditions set forth in the Payment Form, and (iii) comply with all of the terms and conditions that are set forth in this Agreement. The Payment Form is expressly incorporated herein by reference. RCX’s acceptance of payment for equipment, merchandise or other benefits or privileges related to League’s participation in the Program (collectively, “Program Privileges”) from any person or entity other than the League does not grant any rights to equipment, merchandise, or other Program Privileges, any account access or any future account or credit rights, nor constitute an assignment or transfer thereof, to any such person or entity.

### 2. License of Program Marks.

(a) Grant of License. During the Term and subject to the terms of this Agreement, RCX hereby grants to League, and League hereby accepts, the limited, non-exclusive, non-transferable, non-sublicensable, non-franchiseable, license and right to use the Program Marks solely for the Permitted Uses, in the Territory, and in compliance with the Style Guide. Any other use of Program Marks by League shall be subject to the prior written approval of RCX and NBAP in each instance. The parties acknowledge and agree that the rights granted hereunder (including the use of any Program Marks) shall be limited to the Territory with the sole exception of the use of the Internet, which is inherently worldwide, to promote the Program in the Territory.

“Program Marks” means the words “Jr. NBA League” or “Jr. NBA Leagues” including any relevant Program logos. For the avoidance of doubt, although the National Basketball Association (the “NBA”) and the Women’s National Basketball Association (the “WNBA”) logos may be incorporated into the Program logo, the NBA and WNBA logos in isolation shall not be deemed a Program Mark and League shall have no right to use either logo in isolation, or manipulate, alter or display in partial form.

“Permitted Uses” means only the following uses: (i) on League’s website, and (ii) on League marketing and promotional materials, including flyers and emails, in which no other third-party items are present other than an official Program sponsor as deemed by NBAP and RCX. For the avoidance of doubt, no sponsor logos, other than RCX’s logo, are permitted on the same marketing piece that contains Program Marks without prior written approval from NBAP and RCX.

“Style Guide” means the style guide that can be found at [LINK] and any written style guide provided by NBAP or RCX from time to time that sets forth certain styles, formats, characterization and artwork depicting the Program Marks, all of which are incorporated by reference herein.

“Territory” means the geographical area set forth on Exhibit A.

(b) League’s Use of the Program Marks. League represents, warrants and agrees that its use of the Program Marks shall not be derogatory to, critical of, or otherwise reflect unfavorably on any Releasee (as defined below) or the Program. League shall: (a) observe such requirements with respect to notice, use and other reasonable requirements as

NBAP, RCX, or any of the NBA Releasees (as defined below) may require from time to time, including the requirements set forth in the Style Guide; (b) not misuse any Program Marks, bring them into disrepute or otherwise use any Program Marks in any manner that is inconsistent with the specific terms of this Agreement; (c) not use the Program Marks to perform any activity or to incur any obligation or indebtedness in such a manner as may subject any Releasee to liability; and (d) not register or apply to register any domain or social media accounts containing the Program Marks or any mark confusingly similar thereto without the written permission of NBAP and RCX. NBAP and RCX shall have the right, but not the obligation, to approve any use of the Program Marks before the League uses such Program Marks. NBAP and RCX shall have the right, in their sole and absolute discretion, to withdraw their approval with respect to any use of the Program Marks if such use (i) ceases to be acceptable to RCX or NBAP, (ii) upon the happening of an event which might compromise or reflect unfavorably upon the good name, goodwill, reputation or image of any Releasee, or which might jeopardize or limit any Releasee's proprietary or other right, title or interest in or to any Program Mark or (iii) if required by NBAP or the NBA. If at any time NBAP or RCX withdraws their approval of a use as provided in the immediately preceding sentence, League shall immediately cease all such uses of the Program Marks and such use shall no longer be considered a Permitted Use hereunder. League shall be responsible for all costs incurred in connection with (x) any use by League of the Program Marks and (y) ceasing any such use.

(c) NBAP/RCX Ownership. League acknowledges and agrees that NBAP and RCX exclusively owns or is the exclusive licensee (as applicable) of the Program Marks and all copyrights, trademarks and service marks and other intellectual property rights in and to them. League further acknowledges and agrees that NBAP or RCX (as applicable) shall own worldwide in perpetuity all tangible and intangible rights (including all intellectual property rights) in and to the following materials (collectively, "Proprietary Materials"): (i) all artwork, art, images or photographs (A) produced or created under this Agreement or in connection with League's affiliation with the Program, or otherwise controlled by any Releasee, and (B) bearing any Program Marks or incorporating graphic depictions of the Program Marks, as well as duplicates and copies thereof ("Artwork"); (ii) all promotional materials depicting any Program Marks; (iii) all secondary marks or basketball-related promotional concepts developed for use and used in connection with any Program Marks ("Secondary Marks"); (iv) all derivative work (as defined in the U.S. Copyright Act, 17 U.S.C. §105) of the Program Marks, Secondary Marks, promotional materials depicting any Program Marks or Artwork; (v) all materials that are created through combining other material described in clauses (i) through (iv) and (vi) of this Section 1(c); and (vi) any new content created by League that: (A) makes any use of the Program Marks or other branding owned or controlled by any Releasee, or (B) is confusingly similar to, or otherwise infringes upon, the Program Marks or any other name, brand or mark owned or controlled by any Releasee. League's use of the Program Marks pursuant to the license granted herein is for the benefit of NBAP and RCX and will inure to NBAP and RCX, and League shall not acquire any rights in any of them by such use. For the avoidance of doubt, (1) RCX or NBAP (as applicable) shall continue to own worldwide in perpetuity all tangible and intangible rights (including all intellectual property rights) to the Program Marks and Proprietary Materials following termination or expiration of this Agreement; and (2) League shall have no rights to use the Program Marks and Proprietary Materials following termination or expiration of this Agreement.

(d) No Alterations or Modifications of Program Marks. League shall not create or use new versions, adaptations or variations of any Program Marks either by alteration or by combining the Program Marks with other marks, words, or designs.

(e) No Challenges. League agrees that the Program Marks are valid and fully subsisting, and that League shall not (i) directly, or indirectly, infringe the Program Marks or Proprietary Materials, (ii) contest or aid in contesting the validity or ownership and rights of the NBA Releasees or the RCX Releasees to the Program Marks or Proprietary Materials or take any other action in derogation of the NBA Releasees' and the RCX Releasees' rights in and to the Program Marks or Proprietary Materials, (iii) attack the validity of this Agreement or the license granted herein or (iv) apply for or seek to obtain trademark, copyright, or any other proprietary right or other protection or restriction in and to the Program Marks.

(f) Domains and Social Media Accounts. League may not register or apply to register any domain or social media account containing or including the Program Marks or any mark confusingly similar thereto without the prior written permission of NBAP and RCX. Should NBAP and RCX consent to the registration of any domain including the Program

Marks, such domain shall be registered in the name of RCX. League and RCX shall cause a senior executive officer of League to remain the technical contact with respect to the domain name registrar for the domain. Upon registration of any domain or social media account or upon the prior written request of NBAP and RCX, League shall provide to NBAP and RCX the password and contact information with respect to the domain and social media accounts. League shall immediately notify NBAP and RCX in writing upon any change to the password or contact information for any domain or social media account permitted to be registered under this Section. All such domains and social media accounts permitted to be registered under this Section shall be considered part of the Program Marks and shall be subject to all other terms of this Agreement applicable to such Program Marks, including without limitation, NBAP's exclusive ownership thereof. Without limiting RCX's other rights or remedies, RCX may disable League's access to any domain or social media account permitted to be registered under this Section for any or no reason and without notice to League.

(g) Unauthorized Use of the Program Marks. League agrees to promptly notify RCX of any unauthorized use of the Program Marks of which League has knowledge. RCX or NBAP shall have sole discretion to bring proceedings alleging infringement of the Program Marks or unfair competition relating thereto. League agrees to provide RCX or NBAP reasonable cooperation and assistance with respect to any such infringement proceedings.

(h) Public Announcements. League agrees that it will not make any public statement or post about the relationship of the parties or the overall Jr. NBA Program without the prior written consent of RCX or NBAP.

(i) No Use of Other Program Marks. League understands that League shall have no right to use any of the NBA Marks (as defined below) or any of the RCX Marks (as defined below), other than the Program Marks as expressly permitted herein, for any purpose whatsoever without the prior written approval of the Releasees in each instance (such approval to be granted or withheld in the Releasees' sole discretion after a formal logo request process has been initiated by League). For the purposes of this Agreement, "NBA Marks" means the names, symbols, emblems, designs, and colors of the NBA and its member teams, including the terms "National Basketball Association", "NBA", "Jr. NBA", any NBA logo, as well as the full team names, nicknames, jersey designs, slogans, logos of the NBA's member teams, and any other indicia adopted for commercial purposes by the NBA or any of its member clubs. For the purposes of this Agreement, "RCX Marks" means the names, logos, symbols, emblems and designs of RCX and its affiliates and any indicia adopted for commercial purposes by RCX or any of its affiliates. League acknowledges and agrees that all right, title, and interest in and to the NBA Marks and RCX Marks belong to NBA and RCX, respectively. League agrees that the NBA Marks and RCX Marks possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained by their unauthorized use. Notwithstanding anything to the contrary herein, League recognizes that irreparable injury would be caused by the unauthorized use of any of the NBA Marks or RCX Marks, and agrees that injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in the event of such unauthorized use, and that such remedy would not be exclusive of other legal remedies. League recognizes that the great value and goodwill associated with NBA Marks and RCX Marks belongs to the NBA and RCX respectively and that such marks have secondary meaning.

(j) Territory.

(i). In consideration for the rights granted in the Territory, League shall use its best efforts to actively promote the Program in the Territory. League shall host all practices and all "home" games and official League events in the Territory and shall not be permitted to host League practices, "home" games or other official League events outside the Territory.

(ii). League does not acquire any rights to the Program or Program Marks in any location or territory, other than the Territory, subject to the limitations set forth in this Agreement. League expressly acknowledges and agrees that this license for the Program Marks is nonexclusive, and that NBAP and RCX have (as applicable) and retain the right to own, acquire, establish and operate, and license others to establish and operate, Program leagues substantially similar to the League, whether under the Program Marks or other trademarks, anywhere inside and outside the Territory.

### **3. Works and Rights.**

(a) **Works.** League acknowledges and agrees that, as between the parties, NBAP and RCX exclusively and in perpetuity own and control any and all rights to video tape, broadcast, telecast, display, publish, reproduce, film, exhibit, distribute, photograph, exploit, record, print or otherwise make use of, and any and all rights to authorize others to do so, whether on behalf of NBAP and RCX or for their own accounts, any film, audio, depiction, audio visual, video, material, recording, document, image, record, statistic, data (of any kind, including biometric data), photo, sound, or any other type of information or experience or content that is capable of being captured or recorded by any means arising from, related to or during any Program activity or event, any service performed by League pursuant to the terms herein or otherwise related to the Program NBAP or RCX, or any of their activities or business (collectively, the “Works”) in any manner whatsoever, alone or in composite or conjunction with other materials, in any and all media, whether now known or hereafter devised (collectively, “Media”), in or by any manner, method or device (whether now known or hereafter devised), and all other rights, privileges, benefits, matters and things incident to or arising out of all or any of the foregoing, including for any and all commercial and non-commercial purposes, including for purposes of advertising and promoting NBAP, RCX, or the Program.

(b) **Name, Image, Likeness, Etc.** League hereby grants, for itself on behalf of its players, coaches, parents and other participants (collectively, “Participants”), to NBAP and RCX and the other Releasees (as defined below) the exclusive, perpetual, royalty-free, irrevocable, fully-paid up, worldwide right and license to use, exhibit, edit, disseminate, display, reproduce, print, publish, publicly perform and make any other uses of League’s or its Participants’ image, name, sobriquet, marks, logos, voice, movements, gestures, actions, persona, signature, likeness, uniform, biomaterial, biographical material and other indicia and attributes of League and its Participants, in any manner whatsoever, alone or in composite and/or conjunction with any other materials, on, via or through any and all Media, in connection with, related to or for any purpose of: (i) any of the rights to the Works described above; (ii) any advertising, promotion, publicity, operation or exploitation of Releasees (as defined below), Releasees or the Program and (iii) on [Insert Website URL] (the “Website”) in connection with any postings of team rosters, stories or otherwise.

(c) **Rights.** The rights described in the foregoing Sections 3(a) and 3(b) are collectively referred to herein as the “Rights”. League acknowledges and agrees that (i) the Rights granted to NBAP and RCX shall expressly survive any termination or expiration of this Agreement and (ii) that NBAP and RCX have the exclusive and unrestricted right in perpetuity, exercisable in their sole and absolute discretion, to: (x) sell, assign, exploit, lease, license, sublease, use or otherwise dispose of any and all of the Rights and the results of the exercise thereof, and to authorize, license and grant the right to exercise any of the Rights and to retain the proceeds therefrom, (y) do all things necessary for the full and complete use, exploitation and exercise of the Rights, including the right to promote and exploit all Rights granted hereunder, and the right to negotiate, enter into and perform any and all agreements relating to the Rights, and (z) receive and retain all subscription revenues, advertising revenues, merchandise and e-commerce revenues, sponsorship revenues, and all other revenues of all kinds whatsoever (regardless of source) related to RCX, the Rights, the Program, or any services performed by League or its Participants pursuant to the terms herein (and, for clarity, League shall have no such right).

### **4. League Operational Obligations.**

(a) **Player Registration Agreement.** League agrees that (i) each of its player participants (and each such participant’s parent or legal guardian, as applicable) shall execute and deliver to RCX a player registration agreement in the form provided by RCX (“Player Registration Agreement”), and League shall not allow any person that has not executed and delivered a Player Registration Agreement to participate in any Program or League activities or events and (ii) League shall obtain (through a written waiver, including in digital form) from each of its Participants (and each Participants’ parents, as applicable) any right not covered by the Player Registration Agreement as necessary for either party to perform its obligations or exercise the rights granted to it hereunder.

(b) **Background Checks.** League shall engage a company designated for the Program to conduct background checks on all coaches and other on-court representatives of League and League shall not permit any such person to engage in any Program events or activities until RCX receives the results of such background check and confirms there are no issues. League shall obtain any necessary authorization to conduct such background checks. To help League fulfill this obligation, NBAP and RCX shall offer each participating League an annual allocation of background checks at no cost, as

well as the opportunity to purchase additional required background checks at discounted rates from a company designated for the Program. League agrees that NBAP and RCX shall also have the right (but not the obligation) to perform additional background checks on League and its Participants.

(c) Compliance with Law; Safe Sport. League agrees that, at all times, League and its affiliates shall be (and shall conduct its business) in full compliance with all applicable federal, state and local laws, regulations, and ordinances, including the Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 and the Children's Online Privacy Protection Act of 1998. League agrees that it shall at all times (i) foster a culture of respect and a positive and safe environment for all of its participants and athletes, (ii) provide its teams, coaches and any other personnel with best-in-class support, training and resources to promote respect, prevent abuse and encourage safe play and (iii) protect its participants and athletes from abuse, violence or any other misconduct with respect to all of League's operations and services (which shall include background checks on all coaches or other on-field representatives in accordance with Section 4(b)). League agrees that it shall dedicate best-in-class resources and monitoring to ensure compliance with this Section 4(c).

(d) Scope of League Offerings. In the event that League offers only one Program for a certain age group, such Program must be co-educational in nature (i.e., girls and boys are permitted to play together on the same team). It should be noted that the Program will operate with a focus on ensuring gender, race and socioeconomic diversity among players, coaches and staff.

(e) Ownership. League has disclosed in writing to RCX all direct and indirect beneficial owners of the League who own more than ten (10) percent of the equity, voting, ownership, or other economic interest in the League (each a "Major Owner"). For purposes of this Agreement, a "Change of Control" means (in each case, whether directly or indirectly and whether in a single transaction, a series of related transactions or as part of an overall plan) (i) the direct or indirect transfer, conveyance, or acquisition by any person of 10% or more of the League's direct or indirect beneficial ownership of, or voting control (whether by contract, arrangement, relationship, or otherwise) or 10% or more of the capital stock or other equity interests of the League; (ii) the sale, exchange, or transfer of all or substantially all of the League's basketball related assets; or (iii) the closing of a merger, consolidation, liquidation or reorganizational of the League into or with another company or other legal person.

(f) Compliance Certificate. League shall provide RCX in writing with an executed copy of the annual certificate in the form provided by RCX and attached hereto as Schedule 1, as amended from time to time, (y) certifying that League and its affiliates are in compliance with this Agreement and setting forth a list of all Major Owners and their relative ownership interest, each year during the Term.

(g) League Highlights/Clips. League shall be required to provide video clips/highlights of League games and other activities in a form mutually agreed upon by the parties to RCX upon the reasonable request of RCX, or upon a mutually agreed periodic schedule.

(h) Program Merchandise and Equipment. League hereby acknowledges and agrees that RCX shall have the exclusive right to supply League's (including the teams in the League) on-court, game-day uniforms. League shall require that every League player wear exclusively such Program official uniforms whenever on-court and participating in games. RCX may offer for sale other items of Program equipment and merchandise including balls, shorts, apparel, and other items. To protect the goodwill of the Program, League shall be prohibited from purchasing Program equipment from other leagues in the Program and re-selling any Program equipment or merchandise purchased from RCX (including to other leagues in the Program), without RCX's prior written consent

(i) Championships. During the Term, at NBAPs discretion, the Program may host a JR. NBA League Championship and RCX may ask that Leagues to designate and send a League champion to such event.

(j) Exclusivity. Throughout the Term, RCX and the Program shall be the exclusive recreational youth basketball leagues partner with League, which shall preclude League from partnering, promoting, endorsing, or otherwise associating with any other youth basketball organizations which are directly competitive with the Program.

(k) **Sponsorship Restrictions.** League acknowledges and understands that the NBA Releasees have exclusive sponsorship rights with respect to the Program and such rights preclude League from selling or offering to sell sponsorships for the League or any League activities or events, including with respect to all signage, displays, on-court gear, jerseys (recreational or competitive), apparel, equipment and any other advertising inventory.

(l) **Program Rules.** This Agreement and all rights granted hereunder are subject and subordinate to and limited by all applicable Program Rules (as defined below). In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the provisions of any Program Rule, such Program Rule shall govern. League shall comply with all applicable Program Rules and shall not enter into any agreements in conflict with such applicable Program Rules. "Program Rules" shall mean collectively, (i) any Program guides or code of conduct provided to League or otherwise made available at [Insert Website URL], (ii) each of the rules, regulations, memoranda, resolutions, policies, procedures, guidelines, interpretations and directives of NBAP or RCX related to the Program, and (iii) any other agreements and arrangements to which NBAP and RCX is (or after the date hereof may become) subject or by which NBAP RCX or their assets are (or after the date hereof may become) bound, in each case, as they may be adopted, amended or modified from time to time.

(m) **Standards.** As the operator of the Program, NBAP and RCX shall have the right to establish "Standards" for various aspects of the Program, that include the quality and professionalism of League staff and coaches, the efficiency and performance of League systems and processes, League performance in terms of player participation, operational and financial efficiency, parent and participant feedback, compliance with the terms of this Agreement, including limiting League activities to the Territory and collection and retention of Player Registration Agreements, compliance with Program Rules, and general standing and reputation in the League's local community.

## **5. Insurance.**

(a) League shall at all times carry, from insurance companies licensed to do business in the states in which the League operates, at no cost to NBAP, and cause its subcontractors and the member Jr. NBA Leagues to maintain at all times, throughout the performance of services, the following types of insurance with limits of coverage not less than those set forth below (all amounts in U.S. dollars):

(i). Workers' Compensation Insurance in compliance with the laws of the state or province where the services are to be provided, covering employees, volunteers, temporary workers and leased workers

(ii). Employers' Liability Insurance covering employees, volunteers, temporary workers and leased workers, with minimum limits of: (A) \$1,000,000 Each Accident; (B) \$1,000,000 Disease - Each Employee; and (C) \$1,000,000 Disease - Policy Limit.

(iii). Insurance Services Office (or equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury, including contractual liability and products/completed operations liability coverage with minimum limits of: (A) \$1,000,000 Per Occurrence; (B) \$2,000,000 General Aggregate. Coverage may not have any exclusions for molestation-related exposure.

(iv). Automobile Liability Insurance, covering owned, non-owned, leased or hired autos, with a minimum combined single limit of \$1,000,000 Each Accident.

(v). All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-VII or better, authorized to do business in the state where the Venue is located. The Releasees must be named as additional insureds on the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability Policies. Additional insured coverage for all liability in connection with the subject matter of this Agreement must extend to include product/completed operations coverage. All liability insurance policies must provide cross liability coverage (separation of insureds or severability of interest provisions). Further, coverage for the Releasees shall apply on a primary basis irrespective of any other insurance maintained by the Releasees, whether collectible or not. General conditions applicable to all policies are that (1) no policy shall contain a self-insured retention; (2)

no policy shall contain a deductible in excess of \$25,000; (3) the League shall be solely responsible for satisfaction of all deductibles; (4) all policies shall be endorsed to provide a waiver of subrogation in favor of the Releasees; and (5) all policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, RCX and NBAP shall receive at least thirty (30) days written notice thereof.

(vi). Prior to execution and delivery of the Agreement, League shall furnish RCX with certificates of insurance evidencing compliance with these insurance requirements. The insurance requirements set forth herein will in no way modify, reduce, or limit League's indemnification obligations under this Agreement or otherwise. Receipt by RCX of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.

**6. League Representations and Warranties.** League represents and warrants to RCX that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of League, (iii) this Agreement has been duly executed and delivered on behalf of League and is the valid and binding obligation of League enforceable against League in accordance with its terms, (iv) no litigation, claim or action is pending or, to League's knowledge, threatened that could reasonably be expected to adversely affect League's ability to fully perform its obligations hereunder, and (v) entering into and performance by League of this Agreement will not breach or violate the organizational documents of League or any provision of any indenture, mortgage, lien, lease, agreement, order, judgment, or decree to which League is a party or by which its assets or properties are bound.

**7. Term; Annual Review.**

(a) Initial Term. The term of this Agreement will commence as of the Effective Date, and will expire on September 30 of the following year, unless earlier terminated or extended pursuant to this Agreement (the "Initial Term"). A "Contract Year" means, for the first year of this Agreement, from the Effective Date of this agreement through September 30 of the following calendar year. For all years thereafter, Contract Year means the period from the October 1 through September 30 of the following calendar year.

(b) Renewal Term. Upon expiration of the Initial Term or a Renewal Term, the parties may mutually agree to renew this Agreement for an additional term of one (1) Contract Year (each a "Renewal Term", and together with the Initial Term, the "Term"), provided that League satisfactorily passes its Annual Review (in RCX's sole and absolute discretion) pursuant to Section 7(c).

(c) Annual Review.

(i). On or prior to July 1 of each Contract Year, the League shall provide RCX with the annual certificate as required under Section 4(f) of this Agreement.

(ii). After August 1 of each Contract Year, RCX will conduct a review of the League to determine whether the League has maintained the Standards and otherwise sustained compliance with the terms and conditions of this Agreement and Jr. NBA League Rules over the applicable Initial Term or the Renewal Term (the "Annual Review"). RCX retains the sole discretion as to whether League has satisfied the Standards. As part of the Annual Review, RCX is permitted to revise or amend the Territory for any future Renewal Term (but not for the then-current Initial Term or Renewal Term).

**8. Termination; Effect of Termination.**

(a) Without limiting any other rights or remedies NBAP or RCX may have under this Agreement or otherwise, NBAP or RCX may terminate this Agreement by giving written notice to League at any time after any of the following shall occur (or, automatically in the case of Section 8(a)(vi)):

(i). League becomes involved in a business or industry, or undertakes any activity for which the Program Rules prohibit;

(ii). (ii). League is subject to a Change of Control, without NBAP or RCX's prior written consent (to be granted or withheld in NBAP or RCX's sole and absolute discretion);

(iii). League engages in illegal, indecent, immoral, harmful or scandalous behavior or activities that in NBAP or RCX's good faith discretion, would reasonably and objectively damage the reputation or goodwill of the Program, NBAP, RCX or any of the Releasees;

(iv). either party's performance of its obligations hereunder would cause any party to be in violation of the Program Rules or any rule or policy of any Releasee;

(v). League breaches, in any material respect, any of its obligations under this Agreement; or

(vi). League has a receiver or similar party appointed for its property, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. In the event this Agreement is terminated pursuant to this Section 8(a)(vi), in addition to the provision in Section 8(b), neither League nor its receivers, representatives, trustees, agents, administrators, successors or assigns shall have any right to sell, exploit or otherwise use the Program Marks without the prior written consent of NBAP and RCX.

(b) Termination of this Agreement by NBAP or RCX as provided herein shall be without prejudice to any other rights or remedies which they may have under this Agreement, at law, in equity, or otherwise. In the event this Agreement is terminated, (i) all rights granted to League hereunder shall immediately revert to RCX and NBAP (as applicable), (ii) League shall immediately and permanently cease all use of the Program Marks and (iii) League shall not be entitled to any refund or any other consideration, regardless of whether termination occurs prior to, during or after any League or Program season.

## **9. Data Sharing and Privacy.**

(a) Definitions. For purposes of this Section, the following terms shall be defined as follows:

(i). "Applicable Privacy and Data Security Laws" means all data privacy, data security and data protection, advertising and marketing laws, rules, and regulations of any applicable jurisdiction (including the U.S. and each state of the U.S.).

(ii). "Data" means all personal information, as defined by Applicable Privacy Data and Security Laws, collected by League in association with the Program, including, but not limited to data, to the extent collected by or on behalf of the League from individuals (including, without limitation, Participants) in connection with such individuals' interactions with the League and the Program. Data also includes: (i) the list of leagues and teams participating in the League and Program; (ii) all results, statistics and outcomes of the games and other events occurring in the Program; and (iii) any other information necessary for RCX or NBAP to exercise its rights or perform its obligations under this Agreement. Data shall not include (x) any credit or debit card account numbers or any other payment card data or related information; (y) any protected health information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996, or (z) any other sensitive personal information as defined by Applicable Privacy and Data Security Laws, including, but not limited to biometric data; race or ethnic origin; sex life or sexual orientation information; genetic data; religious or philosophical beliefs; union membership; and political preferences ((x), (y), and (z), collectively, "Sensitive Data").

(b) Age Restrictions. For the purposes of this Section 8, the term "Participants" includes parents and guardians of individuals under the age of 16, or other individuals above the age of 16. For the avoidance of doubt, League is not permitted to disclose to RCX or NBAP data collected from individuals under the age of 16.

(c) Use & Advertising Restrictions. Each party's collection, use, and disclosure of Data shall comply with all Applicable Privacy and Data Security Laws and their respective Governing Data Policies and Agreements (defined below) and, with respect to the use of Data for marketing or promotional purposes, each party shall, to the extent commercially reasonable, also comply with applicable self-regulatory frameworks and industry standards that are relevant thereto.

(d) Privacy Policies; Consents. League shall develop, implement and maintain agreements with Participants and privacy policies (together, "Governing Data Policies and Agreements") consistent with Applicable Privacy and Data Security Laws and League's obligations under this Agreement. League will use commercially reasonable efforts to structure such Governing Data Policies and Agreements and provide all necessary notices and obtain all necessary consents, consistent with Applicable Privacy and Data Security Laws to allow League to provide Data to RCX and NBAP in accordance with this Section 9 in a manner that permits RCX to use such Data for marketing purposes consistent with the terms of this Agreement. Such efforts shall include, but not be limited to, (i) including a provision in the League privacy policy providing notice to Participants that League will disclose Data to third parties, including, but not limited to RCX and NBAP and (ii) providing conspicuous notice of such disclosure and active consent for such disclosure. Without limiting the generality of the foregoing, League shall maintain reasonable administrative, technical and physical safeguards to protect such Data from unauthorized access, use or disclosure.

(e) Process for Data Sharing. On a quarterly basis or as otherwise requested by RCX, League shall provide or direct its agents to provide RCX with all available Data (in accordance with Applicable Privacy and Data Security Laws) in a form mutually agreed upon by the parties.

(f) Data Sharing Restriction. Notwithstanding League's obligations otherwise in this Section 9(e), League shall not provide any of the following data to RCX: (i) Sensitive Data; (ii) Data known or reasonably suspected by League to have been collected online from children under the age of 16; and (iii) Data that if shared would violate any Applicable Privacy and Data Security Laws;.

(g) Limitations on League Data Use. League shall solely use the Data collected as part of this Agreement for the purposes of providing the Program. League shall not: (i) "sell" or "share" Data, as defined by Applicable Privacy and Data Security Laws; (ii) retain, use, or disclose the Data for any purpose other than for the "business purposes" as defined by the Applicable Privacy and Data Security Laws, specified in this Agreement, including retaining, using, or disclosing the Data for a "commercial purpose" as defined by Applicable Privacy and Data Security Laws, other than the business purposes specified in this Agreement or as otherwise permitted by Applicable Privacy and Data Security Laws; (iii) retaining, using, or disclosing Data outside of the direct business relationship between the League and RCX or NBAP; or (iv) combining the Data League receives from, or on behalf of , another person or persons, or collects from its own interactions with Participants, unless otherwise permitted under Applicable Privacy and Data Security Laws.

(h) Third Party Vendors. To the extent League engages in third-party vendors ("Vendors") to process the Data in accordance with this Agreement, League shall enter into an agreement with such Vendors that include provisions at least as restrictive as the provisions in this Section 9.

## **10. Release of Liability.**

(a) League, on its own behalf, and on behalf of the other Releasors (as defined below), hereby (i) releases and forever discharges each of the Releasees (as defined below) from all Released Claims (as defined below) and (ii) agrees not to sue or bring any proceeding against any Releasee for any Released Claims, whether presently known or unknown and whether or not caused by the negligence of any of the Releasees.

(b) As used in this Agreement, (i) the term "Releasors" means each of League, its past, present and future affiliates, each of its Participants, and the past, present and future heirs, executors, administrators, trustees, beneficiaries, legal representatives, agents, attorneys, servants, insurers, employees, directors, officers, partners, principals, shareholders, members, managers, investors, predecessors, successors and assigns of any such person or entity, (ii) the term "NBA Releasees" means the NBA and its member teams, the WNBA and its member teams, NBAP, and each of their respective

past, present and future affiliates and each of their respective predecessors, successors and assigns and each of their respective past, present and future, direct or indirect, owners, partners, principals, managers, members, shareholders, directors, officers, agents, trustees, employees, governors, attorneys and other representatives, (iii) the term “RCX Releasees” means RCX, and its past, present and future affiliates and each of their respective predecessors, successors and assigns and each of their respective past, present and future, direct or indirect, owners, partners, principals, managers, members, shareholders, directors, officers, agents, trustees, employees, governors, attorneys and other representatives, (iv) the term “Releasees” means the NBA Releasees and the RCX Releasees, collectively, and (v) the term “Released Claims” means any actions, causes of action, suits, debts, losses, costs, controversies, damages, judgments, claims, liens, agreements, contracts and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, arising out of, attributable to, in connection with, or in any way relating to, this Agreement, or League’s or any of its Participant’s participation in the Program (including actions for property damage, personal injury or wrongful death).

League hereby expressly waives all rights under Section 1542 of the California Civil Code, and under any and all similar laws of any jurisdiction. League is aware that said Section 1542 of the California Civil Code provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

(c) League expressly acknowledges, for itself and on behalf of each of the other Releasors, that (i) the foregoing waiver of the provisions of Section 1542 of the California Civil Code is a material term and condition of this Agreement, (ii) this Agreement shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected Released Claims, if any, to the same effect as those terms and provisions relating to any other Released Claims hereinabove described, and (iii) that each is fully aware that they might hereafter discover facts or other information in addition to or different from those which they now know or believe to be true, with respect to the subject matter of the Released Claims. Nevertheless, the Releasors intend to hereby fully, finally, and forever settle and release all matters, disputes, differences, known or unknown, suspected or unsuspected, which might now exist or heretofore might exist in connection with the Released Claims. The releases given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts or information.

## **11. Indemnification.**

(a) League shall at all times indemnify, defend and hold harmless each of the Releasees from and against any and all actions, causes of action, suits, debts, obligations, losses, damages, amounts paid in settlement, liabilities, costs and expenses whatsoever, including reasonable attorneys’ fees (collectively, “Losses”), whether arising out of a claim involving a third party or between the parties, resulting to, imposed upon, asserted against or incurred by any of the Releasees in connection with, arising out of or relating to (i) any breach of any representation, warranty, term, condition or covenant of this Agreement by any Releasor, (ii) the League’s and its Participants participation in the Program (including in connection with any medical treatment offered or given to Participants), (iii) the League’s use of the Website, (iv) any infringing or unauthorized use, or allegation of such use, of the Program Marks, NBA Marks or RCX Marks by any Releasor, (v) the ownership and operation of the League and its basketball or other programs, including the acts or omissions of any Participant, employee, coach, volunteer or other person associated therewith, (vi) any negligent act or omission or the willful misconduct, of any Releasor or (vii) any use, collection, disclosure, disposal, administration, transfer, processing, storage, licensing, transmission or other exploitation of any Data, whether by any Releasor, a third party vendor or any other person or entity.

(b) The applicable Releasee shall have the right to control and direct the investigation, defense, and settlement of any third-party claim, action or proceeding for which such Releasee is entitled to indemnification pursuant to Section 11(a) (each, a “Third-Party Claim”), at League’s expense. League will, if requested by the applicable Releasee, provide reasonable assistance to the applicable Releasee, at League’s sole expense, in defense of any such Third-Party Claim.

## **12. Limitation of Liability.**

WITHOUT LIMITING SECTIONS 9, 10, AND 11, THE RELEASEES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES FROM (I) ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED BY THIS AGREEMENT (INCLUDING LEAGUE'S AND ITS PARTICIPANTS' PARTICIPATION IN THE PROGRAM) OR ANY OTHER TRANSACTION, RELATIONSHIP, ACT, OMISSION OR EVENT ARISING OR OCCURRING IN CONNECTION THEREWITH (INCLUDING ANY BODILY AND PERSONAL INJURIES, DEATH, DISABILITY OR DAMAGE TO PERSONAL PROPERTY (AND THE CONSEQUENCES THEREOF) RESULTING FROM THE LEAGUE'S AND ITS PARTICIPANTS' PARTICIPATION IN THE PROGRAM OR THE COST OF PROCUREMENT OF GOODS AND SERVICES IN CONNECTION WITH THE PROGRAM) AND (II) THE USE OR THE INABILITY TO USE THE WEBSITE, ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTER INTO THROUGH THE WEBSITE, OR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES.

LEAGUE EXPRESSLY AGREES THAT PARTICIPATION IN THE PROGRAM AND USE OF THE WEBSITE IS AT THE LEAGUE'S SOLE RISK. THE PROGRAM AND THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE RELEASEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

THE RELEASEES MAKE NO WARRANTY THAT THE WEBSITE'S SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE. THE RELEASEES DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION IN, OR PROVIDED IN CONNECTION WITH, THE WEBSITE. THE RELEASEES ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION. LEAGUE UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS AT LEAGUE'S OWN DISCRETION AND RISK AND THAT LEAGUE WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO LEAGUE'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

## **13. Miscellaneous.**

(a) Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in the State of New York, without regard to principles of conflicts of law or choice of law of any jurisdiction that would cause the application of the law of another jurisdiction. In the event of any dispute arising out of this Agreement or the termination of this Agreement, League consents to the exclusive jurisdiction and venue in the state or federal courts in the Borough of Manhattan, in New York, New York and agrees that any such action must be brought in state or federal courts in in the Borough of Manhattan, in New York, New York.

(b) Equitable Relief. League acknowledges that the rights granted by RCX under this Agreement possess a special, unique and extraordinary character that makes difficult the assessment of monetary damage that would be sustained by RCX as a result of any actual or threatened breach by League of any of the provisions of this Agreement. Accordingly, in the event of any such actual or threatened breach by League of any of the provisions of this Agreement, RCX, in addition to such other contractual, legal and equitable rights and remedies that may be available to RCX, shall have the right to take such steps as are necessary to prevent any such actual or threatened breach, including petitioning a court of competent jurisdiction for a temporary restraining order, a preliminary or permanent injunction or a decree for specific performance, in each case without being required to prove actual damages or furnish a bond or other security. The rights of RCX under this Section 13(b) shall survive the termination or expiration of this Agreement.

(c) WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, LEAGUE IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT

OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, OR ANY MATTER ARISING HEREUNDER OR THEREUNDER.

(d) Cumulative Remedies; Waiver. Except as otherwise and specifically contemplated by this Agreement, all rights and remedies of RCX shall be cumulative and none shall exclude any other right or remedy at law or equity and said rights or remedies may be exercised and enforced concurrently. No waiver by RCX of any covenant or condition of this Agreement shall constitute a waiver by RCX of any subsequent breach of such covenant or condition or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this Agreement.

(e) Effect of Agreement; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and to their respective permitted successors and assigns. League may not assign this Agreement or any of its rights or delegate any of its duties under this Agreement (whether voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner) to any other person or entity without the prior written consent of RCX. Any purported assignment or delegation in violation of this Section 13(e) shall be null and void.

(f) Relationship of the Parties. The relationship of RCX and the League under this Agreement is that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, joint venture, agency, partnership, franchisor-franchisee, or any other relationship other than that of independent contractors. League acknowledges and agrees that it is engaged in a separate and independent business and shall not state, represent or imply any interest in or control over the business of RCX.

(g) Severability. If any provision of this Agreement is deemed invalid or unenforceable pursuant to any statute, regulation or rule of law, the remaining provisions of this Agreement will remain valid and enforceable.

(h) Third Party Beneficiaries. League agrees that the NBA Releasees are third party beneficiaries of any section that refers to the NBA, NBAP, or the NBA Releasees. Other than as provided for in the previous sentence and for the rights of the Releasees in this Agreement, nothing in this Agreement is intended or shall be construed to confer on any other person other than the parties any rights or benefits under this Agreement.

(i) Further Assurances. League shall execute, acknowledge and deliver, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as RCX shall reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

(j) Construction. Whenever used in this Agreement, (i) the terms “include,” “includes,” and “including,” mean “include(s), but are not limited to,” and “including, but not limited to,” respectively and are to be construed as inclusive, not exclusive; (ii) the term “or” shall have the inclusive meaning identified with the phrase “or,” and (iii) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof.

(k) No Construction Against Drafting Party. League has had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

(l) Survival. The rights and obligations contained in this Agreement that by their nature would be intended to survive any termination or expiration shall survive any termination or expiration of this Agreement in perpetuity, including without limitation, Sections 3, 5, 8(b), 9, 10, 11, 12, and 13.

(m) Authority. The individual signing or accepting this Agreement on behalf of League (“League Representative”) represents and warrants to the Releasees that League Representative has full legal authority to execute this Agreement on behalf of the League. League Representative represents and warrants that League Representative has been duly authorized to act as agent on behalf of the League in performing such execution. By executing this Agreement, League Representative agrees that the terms of this Agreement shall apply equally to League Representative and to League.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above by their duly authorized representatives.

**[City of Hickman]**

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

Name:

Title:

**RCX SPORTS, LLC**

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

Name: **Dakota Marriott**

Title: **Regional Growth Manager**

**[City of Hickman]**  
**COMPLIANCE CERTIFICATE**  
**September 14, 2022**

This certificate (“Certificate”) is being delivered pursuant to Section 4(f) of that certain Jr. NBA League Operator Agreement, dated as of September 14, 2022 (the “Operator Agreement”), by and between RCX Sports, LLC and [League Entity Name] (the “League”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms as set forth in the Operator Agreement. The undersigned, on behalf of the League, in his or her capacity as an officer and not in any individual capacity, hereby certifies that:

1. The League has performed or complied all terms and conditions Section 4 and 5 of the Operator Agreement.
2. The League has performed or complied in all material respects with all other agreements and covenants contained in the Operator Agreement to be performed or complied with by the League.
3. The League has disclosed all Major Owners, including the relevant name and current ownership percentage. As of the date hereof, the following are Major Owners of the League:

Major Owner	Relevant Ownership Interest

[Signature Page to Follow]

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate on behalf of the League as of the date and year first written above.

[City of Hickman]

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

Name:

Title:

**Exhibit A**

Territory: The following zip codes constitute the Territory:

[68372]

**RESOLUTION NO. 2022-30**

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of Hickman passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of Hickman, Nebraska, resolves that:

1. The 2022-2023 property tax request be set at:  
    General Fund:                                 \$ 1,195,999.49  
    Bond Fund:                                     \$ 391,063.00
  
2. The total assessed value of property differs from last year's total assessed value by 12.79 percent.
  
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be 0.530324 per \$100 of assessed value.
  
4. The City of Hickman proposes to adopt a property tax request that will cause its tax rate to be 0.598137 per \$100 of assessed value.
  
5. Based on the proposed property tax request and changes in other revenue, the operating budget of the City of Hickman, Nebraska will increase last year's budget by 12.76 percent.
  
6. Resolution 2022-27 Property Tax Request, approved on September 13, 2022, is hereby repealed due to LB644 Joint Public Hearing Requirements.
  
7. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2022.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to adopt Resolution No. 2022-30.

Voting yes were: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Voting no were \_\_\_\_\_.

PASSED AND APPROVED this 27th day of September 2022.

\_\_\_\_\_  
Mayor Doug Hanson

ATTEST: \_\_\_\_\_  
Jaala Johnson, City Clerk

(SEAL)

**LANCASTER COUNTY**  
**Joint Public Hearing Report**

Pursuant to Neb. Rev. Stat. § 77-1633, a joint public hearing was held on **September 22, 2022 at 6:30 p.m.**, at the **County-City Building, 555 S. 10<sup>th</sup> Street, Room 112, Lincoln, NE.**

Notice of the Joint Public Hearing was provided by:

1. Postcard mailed to all affected property taxpayers by the County Assessor on September 10, 2022
2. Publication in the Lincoln Journal Star on September 11 and September 18, 2022
3. Notice posted on the home page of the County's website on September 12, 2022  
*(Note: Website notice only required if County population is more than 25,000.)*

The following political subdivision representatives were present at the hearing and gave a brief presentation on their political subdivision's intent to increase their property tax request by more than the allowable growth percentage and the effect of such request on their budget.

<b>Name</b>	<b>Political Subdivision Represented</b>
Kelly Oelke	City of Hickman
Lynn Johnson	Raymond Central Public Schools
Cory Worrell	Waverly Public School District
Amy Jorgens	Southeast Community College

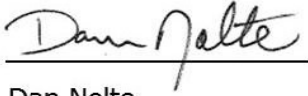
Additionally, the following individuals spoke at the joint public hearing and provided their input on the proposed property tax requests.

<b>Name</b>	<b>Address</b>	<b>Organization Represented (if applicable)</b>
Tony Arnold	1421 East Ridge Way, Ashland, NE	
James Lintel	752 Whitetail Circle, Ashland, NE	
Terry Caddy	21319 Holdrege, Eagle, NE	
Christina Campbell	5725 Madison Avenue, Lincoln, NE	Office of Senator Ben Hansen
Sara Kenny	21902 A Street, Eagle, NE	
Joe Frey	8050 South 84 <sup>th</sup> Street, Lincoln, NE	LIBA
Ronda Hilker	7951 Yellow Knife Drive, Lincoln, NE	
Jordan Spatz	Lancaster County, NE	
Doug Boes	522 N. 60 <sup>th</sup> Street, Nebraska City, NE	
Briana Bowdino	29503 Mynard Road, Ashland, NE	
Jeff Bowdino	29503 Mynard Road, Ashland, NE	
Lance White	627 Rockhurst Drive, Lincoln, NE	
Christina Usher	1920 Beatrice Street, Lincoln, NE	
Julie Condon	2243 South Street, Lincoln, NE	
Jill Johnson	Lancaster County, NE	
Bolin Orton	Lincoln/Lancaster County, NE	
Jeanne Greisen	Did not disclose	
Natalie Gunther	Hickman, NE	
Mitzi Graham	Lincoln, NE	
Jennifer Hicks	Peru, NE	
Mark Freeouf	Lincoln, NE	

*Note: Address requirement may be waived to protect the security of the individual*

After all members of the public present were given a reasonable amount of time to provide their input on the proposed property tax requests, the hearing was closed.

Signed,



Dan Nolte  
Lancaster County Clerk



Report completed pursuant to Neb. Rev. Stat. § 77-1633(6)

**ORDINANCE NO. 2022-12**

AN ORDINANCE TO REPEAL ORDINANCE 2022-11; ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HICKMAN, NEBRASKA:

**Section 1.** That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2022, through September 30, 2023. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Hickman. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Lancaster County, Nebraska, for use by the levying authority.

**Section 2.** Ordinance 2022-11 Annual Appropriation Bill, approved on September 13, 2022, is hereby repealed due to LB644 Joint Public Hearing Requirements.

**Section 3.** This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this the 27th day of September, 2022.

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Mayor Doug Hanson

ATTEST:

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Jaala Johnson, City Clerk

(SEAL)

2022 HICKMAN  
TRICK OR TREAT on the TRAIL & PARADE  
**Trick or Treat**

**October 27th**  
**6:00 pm to 8:00 pm**

Pre-Sale Option with PayPal! Just show the receipt via print out or on your phone for entry. Scan our QR Code:

Visit the City's website and Facebook page for more details & prepayment link! Cash & PayPal will also be accepted at the event. Donate \$2 (or more) per trick or treater for entrance.



**Scan. Pay. Go.**



The Fun starts at 1st & Walnut Street on the Linear Path. There will be several booths set up for your Ghouls & Goblins to collect Treats & Treasures from the local businesses.

Hickman True Value will be hosting a Halloween Parade Contest in the Butherus-Maser & Love Funeral Home drive, starting at 5:30pm. Contest will be for the most creative decorated wagon/stroller. Winner will receive a gift card from Hickman True Value.

**FOR MORE INFORMATION CONTACT JAALA AT CITY HALL, 402.792.2212**

# NOTICE OF GENERAL ELECTION 2022

Notice is hereby given, that on Tuesday, November 8, 2022 at the usual polling places in the precincts of Lancaster County, Nebraska, an election will be held. The polls will be open at 8:00 a.m. and close at 8:00 p.m.

Said election will be for the election of candidates to various offices and one (1) Sales and Use Tax for the Village of Hallam. At such election the voters may accept or reject one (1) Initiative and two (2) Constitutional Amendments. The Secretary of State will publish a true copy of the title and text of the Initiative and Constitutional Amendments once each week for three consecutive weeks preceding the election.

Unless specified otherwise, the term for each office is 4 years and the voter will vote for one (1) candidate per contest.

The certified list of candidates appears below:

## CONGRESSIONAL TICKET

### For Representative in Congress – District 1

#### **2 Year Term**

Mike Flood	Republican
Patty Pansing Brooks	Democratic

## STATE TICKET

### **For Governor/Lt. Governor**

Jim Pillen	} Republican
Joe Kelly	
Gov. Governor	
Lt. Governor	
Carol Blood	} Democratic
Al Davis	
Gov. Governor	
Lt. Governor	
Scott Zimmerman	} Libertarian
Jason Blumenthal	
Gov. Governor	
Lt. Governor	

### **For Secretary of State**

Bob Evnen	Republican
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### **For State Treasurer**

John Murante	Republican
Katrina Tomsen	Libertarian

### **For Attorney General**

Mike Hilgers	Republican
Larry Bolinger	Legal Marijuana NOW

### **For Auditor of Public Accounts**

Mike Foley	Republican
Gene Siadek	Libertarian
L. Leroy Lopez	Legal Marijuana NOW

## COUNTY TICKET

### **For County Commissioner – District 1**

Cameron Hall	Republican
Sean Flowerday	Democratic

### **For County Commissioner – District 3**

Matt Schulte	Republican
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### **For County Commissioner – District 5**

Jason Krueger	Republican
Rick Vest	Democratic

### **For County Clerk**

Kris Beckenbach	Republican
Matt Hansen	Democratic

### **For County Assessor-Register of Deeds**

Rob Ogden	Republican
Dan Nolte	Democratic

### **For County Sheriff**

Terry Wagner	Republican
Jay Pitts	Democratic
Conan Thomas	Libertarian

### **For County Treasurer**

Tracy L. Refior	Republican
Rachel Garver	Democratic

### **For County Attorney**

Pat Condon	Republican
Adam Morfeld	Democratic

### **For Public Defender**

Trevin Preble	Republican
Kristi Egger	Democratic

### **For Clerk of District Court**

Troy L. Hawk	Republican
Lin Quenzer	Democratic

### **For County Engineer**

Pam Dingman	Republican
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## NONPARTISAN TICKET

### **For Member of the Legislature**

<b>District 2</b>	<b>District 26</b>
Robert Clements	George C. Dungan III
Sarah J. Slattery	Russ Barger

### **District 28**

Jane Raybould
Roy A. Christensen

### **District 30**

Myron Dorn
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### **District 32**

Tom Brandt
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### **District 46**

James Michael Bowers
Danielle Conrad

### **For Member State Board of Education**

#### **District 5**

Kirk Penner
Helen Raikes

### **Chief Justice of the Supreme Court**

#### **Statewide - 6 Year Term**

Shall Judge Michael G. Heavican be retained in office?

**NONPARTISAN TICKET-CONT.**

**Judge of the Court of Appeals**

**District 1 – 6 year term**

Shall Judge Riko E. Bishop be retained in office?

**Judge of the Nebraska Workers' Compensation Court**

**Statewide - 6 Year Term**

Shall Judge Daniel R. Fridrich be retained in office?

Shall Judge James R. Coe be retained in office?

Shall Judge John R. Hoffert be retained in office?

**Judge of the District Court**

**District 3 - 6 Year Term**

Shall Judge Jodi L. Nelson be retained in office?

**Judge of the Separate Juvenile Court**

**Lancaster – 6 year Term**

Shall Judge Reggie L. Ryder be retained in office?

Shall Judge Roger J. Heideman be retained in office?

**Judge of the County Court**

**District 3 - 6 Year Term**

Shall Judge Joseph E. Dalton be retained in office?

Shall Judge Matthew L. Acton be retained in office?

Shall Judge Timothy C. Phillips be retained in office?

Shall Judge Laurie J. Yardley be retained in office?

**Southeast Community College**

**For Board of Governors**

**District 1 District 4**

Sandra J. Hoffman

**District 5**

**District 2**

Keith Hammons

Brandon Gunther

Megan Neiles-Brasch

Joann M. Herrington

**District 3**

Nancy A. Seim

**Lower Platte South Natural Resources District**

**For Board of Directors**

**Subdistrict 1**

Jim Schultz

Gary Hellerich

**Subdistrict 6**

Deborah Eagan

**Subdistrict 2**

Mark G. Spangler

**Subdistrict 7**

Luke Peterson

**Subdistrict 3**

**-2 Year Term**

Kenneth Vogel

**Subdistrict 8**

Tom Green

**Subdistrict 3**

**-4 Year Term**

Melissa Baker

Annette Thompson

**Subdistrict 9**

Robert C.

Andersen

**Subdistrict 10**

Susan Seacrest

**Subdistrict 4**

Larry Ruth

**At Large**

David M. Landis

**Subdistrict 5**

Stacie Sinclair

Greg Osborn

**Nemaha Natural Resources District**

**For Board of Directors**

**Subdistrict 1**

Tim Loseke

**At Large**

Ken Malone

Jake Armknecht

**Subdistrict 2**

Russel Moss

**Norris Public Power District**

**For Board of Directors - 6 Year Term**

**East Subdivision**

Gary L. Kroese

**Educational Service Unit No. 2**

**For Member of the Board - District 5**

Corrine Forbes

**Educational Service Unit No. 5**

**For Member of the Board - District 5**

Carla J. Loemker

**Educational Service Unit No. 6**

**For Member of the Board - District 5**

Eric G. Malina

**Educational Service Unit No. 6**

**For Member of the Board - District 7**

Sandra Blankenship

**SCHOOL TICKET**

**For Malcolm School District 148**

**School Board Member**

**Vote for up to THREE**

Edward J. Swotek

Vinny Bittinger

Lucas Mitchell

TJ Kinkaid

Tera Heidtbrink

**For Norris School District 160**

**School Board Member**

**Ward 2**

Justin Drahota

Patty Bentzinger

**Ward 6**

Craig Gana

**Ward 4**

Aaron Wubbels

Jim B Craig

**For Palmyra School District OR-1**

**School Board Member**

**Vote for up to THREE**

Dean Busch

Josh Penterman

Dee Moore

**For Waverly School District 145**

**School Board Member**

**Ward 1**

Jessie Fountain Zuniga

**Ward 5**

Chad Kendall

**For Crete School District 2**

**School Board Member**

**Vote for up to THREE**

William Lorenz

Greg Mach

Greg Hollman

## **SCHOOL TICKET – CONT.**

**For Freeman District 34  
School Board Member  
Vote for up to THREE**  
Myron Schoen  
Chad Harms  
Shawn Mencl  
Marcella Rademacher  
Steve Jurgens  
Kyle Dorn

**For Milford School District 5  
School Board Member  
Vote for up to THREE**  
Dave Welsch  
Jessica Dunlap  
Jim Stahly

**For Raymond Central School District 161  
School Board Member  
Ward 6**  
Mary E. Benes  
Christopher Dickey

**For Wilber Clatonia School District 82  
School Board Member  
Vote for up to THREE**  
Timothy J. Reichers  
Chris Woerner  
Lance R. Kuhlmann

## **CITY TICKET**

**For Mayor of Bennet**  
Ryan A. Cheney  
Don Murray

**For Member of Bennet City Council  
Highest votes of each ward will serve 4 years  
Second highest will serve 2 years**

**Ward 1  
Vote for up to TWO**  
Peter Simmons  
Justin M. Dorn

**Ward 2  
Vote for up to TWO**  
Steven Bettendorf  
Daniel J. Zieg

**For Mayor of Hickman**  
Phil Goering

**For Member of Hickman City Council  
Vote for up to THREE**  
Doug Wagner  
Travis M. Borchardt  
Walt Nelson  
Chad Parker

**For Member of Waverly City Council  
Ward 1**  
David Jespersen

**Ward 2**  
Abbey L Pascoe  
Adam Goodman

## **VILLAGE TICKET**

**For Davey Village Board of Trustees  
Vote for up to TWO**  
Kent Schnieder

**For Denton Village Board of Trustees  
Vote for up to TWO**  
Douglas R Rosekrans  
Trenton Joel Wheatley

**For Firth Village Board of Trustees  
Vote for up to TWO**  
Craig Middle  
Todd Carlson

**For Hallam Village Board of Trustees  
Vote for up to TWO**  
Jason J Burianek  
Gary Vocasek

**For Malcolm Village Board of Trustees  
Vote for up to TWO**  
Jerad Little  
Darius Kohl  
Jeff Schweitzer

**For Panama Village Board of Trustees  
Vote for up to TWO**  
Shirley A. Ele

**For Raymond Village Board of Trustees  
Vote for up to TWO**  
Terry G Brown  
Rick Robinson  
Debra L. Williams

**For Roca Village Board of Trustees  
Vote for up to TWO**  
Shawn D Hemenway  
Robert C Green  
Zachary Goering

**For Sprague Village Board of Trustees  
Vote for up to THREE**  
Terry Maul

## **SPECIAL ISSUES**

### **Village of Hallam Sales and Use Tax**

Shall the Village of Hallam, Nebraska impose a sales and use tax of one percent (1%) upon the same transactions within the Village of Hallam, Nebraska on which the State of Nebraska is authorized to impose a tax? If a majority of votes cast upon such question shall be in favor of such tax, then the governing body of Hallam, Nebraska shall be empowered as provided by section 77-27, 142 and shall forthwith proceed to impose a tax pursuant to the Local Option Revenue Act. If a majority of those voting on the question shall be opposed to such tax, then the governing body of Hallam, Nebraska shall not impose such tax.

FOR said sales and use tax

AGAINST said sales and use tax

Dated this 23<sup>rd</sup> day of September, 2022.

*David J. Shively*  
Election Commissioner  
Lancaster County, Nebraska