

City Council Regular Meeting
Tuesday, January 24, 2023 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 January 10, 2023 City Council Meeting Minutes
 - 5.B. Approval of January 17, 2023 Joint Public Meeting Workshop with City Council and Planning Commission Meeting Minutes

- 5.C. Claims and Accounts Payable Report
- 5.D. Statement of Accounts and Budget Cash Report as of December 31, 2022
- 5.E. Monthly City Sales Tax Report
- 6. Proclamations, Presentations, Appointments, Affirmations & Introductions
- 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
 - 7.D. Water Plant Improvements Update
 - 7.E. Wastewater Plant Improvements Update
- 8. Public Hearings - None
- 9. Unfinished Business - None
- 10. New Business
 - 10.A. Consideration of Agreement to Provide Tax Services for Hickman Building Foundation, by HBE CPA's & Consultants
 - 10.B. Consideration of Server Operating System Upgrade with Bizco in the amount of \$12,509.31
 - 10.C. Resolution 2023-01, License and Management Agreement for Use of Municipal Property for Sports or Other Recreational Activities, Norris 160 Baseball Lease Agreement
 - 10.D. Resolution 2023-02, License and Management Agreement for Use of Municipal Property for Sports or Other Recreational Activities, Legion Baseball Lease Agreement
 - 10.E. Ordinance 2023-03, Development Moratorium
 - 10.F. Ordinance 2023-04, Elected Officials Salaries

10.G. Strategy Session with City Attorney to Provide Negotiation Guidance with Respect to Potential Acquisition of Real Estate

11. City Administrator's Report

12. Governing Body Comments & Council Correspondence

12.A. City Office Closed on Monday February 20, 2023 in honor of President's Day

12.B. 2023 League Midwinter Conference, February 27 – 28, 2023 in Lincoln, Ne

13. Meeting Adjournment

MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD

Mayor Phil Goering called the meeting to order at 7:00 pm on January 10, 2023 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 Steve Noren, Doug Wagner, Justina Ziemann, Travis Borchardt, and Chad Parker were present for Roll Call. 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 Goering wished the Governing Body a Happy New Year and welcomed them back after the holidays. No action taken.

Consent Agenda

City Administrator presented and discussed the December 13, 2022 Meeting Minutes, line-item content of Claims Report, Statement of Accounts, Budget Cash Report, and Monthly Sales Tax Report with the Governing Body. Motion by Council Member Ziemann and a second by Noren to approve the consent agenda. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt and Parker. The following Council Members voted "NAY": None. Motion passed 5-0.

Proclamations, Presentations, Appointments, Affirmations & Introductions

Mayor Goering presented his request to affirm the appointment of Mr. John Meese Jr. to fulfill the City Council vacancy. Motion by Council Member Wagner and a second by Ziemann affirm Mayor Hanson's Appointment of Mr. John Meese Jr. to fulfill the City Council vacancy. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt and Parker. The following Council Members voted "NAY": None. Motion passed 5-0.

Council Member Meese joined the meeting.

Reports

City Administrator presented and discussed the Public Works and Parks and Recreation Department Report. Motion by Council Member Noren and a second by Parker to approve the Public Works and Parks and Recreation Department Report. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker and Meese Jr. The following Council Members voted "NAY": None. Motion passed 6-0.

City Administrator presented the November 2022 Lancaster County Sheriff's Report. Motion by Council Member Parker and a second by Wagner to approve the Lancaster County Sheriff's Report. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker and Meese Jr. The following Council Members voted "NAY": None. Motion passed 6-0.

City Administrator presented and discussed the December 2022 Community Center Report with the Governing Body. Motion by Council Member Wagner and a second by Parker to approve the Community Center Report. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker and Meese Jr. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering presented the 68th Street & Hickman Road Roundabout Project Report and invited Brian Jueneman with Olsson's as leader for constructions management to present to the Governing Body. Mr. Jueneman stated that he will be overseeing the underpass section of the project along with his team. In June there was a change order that adjusted the start time of the box culvert to not be started at the same time as the roundabout at the request of business owners. The change order that was signed in June had all of the work being completed on September 30, 2022 and is currently behind schedule per the contract. The current progress is utilities have been located and pavement has been removed. Box culvert is scheduled to be removed by Friday, January 13, 2023. There will be a representative with Olsson's on site each day. Mr. Jueneman stated the current schedule has asphalt happening in a very early part of the year and he does not see that happening. There are options, concrete as a base and drive over for a month or 2 and have bump and

when the asphalt plants open in the spring add the asphalt. The other option is full concrete. Mr. Jueneman stated that at this point with the schedule delays he would look at that as a no cost change. Mr. Jueneman presented the timeline for the box culvert of the project, overall 68th Street partially open to traffic in 45 days, box culvert section is 25 days, retaining wall running up to March 1, and paving is schedule to start March 1 to March 3, 2023. A lot of bridge/culvert construction is started in the fall and finished in the spring, avoiding the rain. City Council Member Borchardt requested to know if communication on updates with the project could be sent out or published, Mr. Jueneman stated that Olssons would supply updates and assist to push out those notifications.

City Administrator discussed that the Trail Underpass Project connects to the trail. The public access easement in Scotts Creek neighborhood has a thirty-three-foot public easement access point off 68th Street to the west and curves twenty-five-foot access to the south. The Parks and Trails Committee recommends that this would be the best way for the trail system to go. The city has funds in the budget each year for trails, there has been conversation about the liquidated funds being used for the trails. This is part of the Master Trail Plan and has been in the plan for years and another option would be to go north on 68th Street. Council Member Noren spoke on behalf of the Parks and Trails Committee and the reason that they recommended heading west with the trail and not to the north was due to the possibility of 68th Street being widened in the future and having to tear up the trail. Mayor Goering invited Topic Agenda Speaker Jarred Horsky 1202 Birchwood Drive to present to the Governing Body. Mr. Horskys background is project management with Constructors and has worked with Mr. Jueneman for years and respects his opinion. Mr. Horsky spoke on project management in the future after what he observed with the roundabout section of the project being painful. He recommended knowing the contract and how to use it as leverage. The city has a performance bond with Bauer and were recommended because they were low bidder and that is what the city had to do at this point. He stated that Bauer is behind with multiple projects in Lincoln. The city should keep track of what they do and their performance with a paper trail so that in the future they do not have to use them if they come in low bid again. Mr. Horsky believes that box culvert should be finished in 4 weeks. The city should get daily updates from them so that it can be pushed out as communication with The Voice. He recommended looking in the contract for warranty work for crack sealing and making sure that the taxpayers are not responsible for fixing their work. No action taken.

City Administrator presented the Water Plant Improvements Update. The city is waiting for the invoice on the equipment procurement from the equipment supplier. The city will put down 30 percent to procure that equipment. Funding applications with the state failed the first round and will be resubmitted per the state. There are other options for funding if the city needs to go another route. No action was taken

City Administrator presented the Wastewater Plant Improvements. The plans for the Wastewater Plant improvements are 90 percent complete. The land acquisition for the wastewater plant improvement is still in progress with the City Attorney. The blower motor at the plant is being replaced. No action taken.

City Administrator presented Building Moratorium Update. The six-month moratorium expires in January unless it is extended by city council. The building moratorium is in place for infrastructure updates. Council asked city staff to prepare another ordinance for the January 24, 2023 City Council Meeting. No action taken.

Public Hearings - None

Unfinished Business

New Business

Mayor Goering presented Affirm Mayor's Approval of Network Support Agreement with Bizco. The agreement was going to expire and needing approval prior to this City Council Meeting. The City Administrator discussed that Bizco supplies computer and network support for the city. There was a conversation with JD at Bizco about the quality of service that the city is getting from Bizco and the importance of the city having one person as the point of contact for assistance with the city having a unique system. The city has seen a site visit already from Bizco and is hoping that will continue. Motion by Council Member Ziemann and a second by

Meese Jr. to Affirm Mayor's Approval of Network Support Agreement with Bizco. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker and Meese Jr. The following Council Members voted "NAY": None. Motion passed 6-0.

City Administrator discussed Consideration of Amendment to Hickman Service Area Agreement 363 between the City of Hickman and Norris Public Power District due to annexation of Terrace View 5th Addition. When the city has annexation of a property into town, the city owns their service for utility, and they are taking over from Norris Public Power. The agreement has to be approved by city council and then by Norris Public Power and then jointly the city and Norris Public Power take it to the Nebraska State Power Review Board for approval. Motion by Council Member Noren and a second by Parker to approve Consideration of Amendment to Hickman Service Area Agreement 363 between the City of Hickman and Norris Public Power District due to annexation of Terrace View 5th Addition. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker and Meese Jr. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering presented Consideration of Joint Application by City of Hickman and Norris Public Power District to the State of Nebraska Power Review Board to modify Service Area Agreement 363 per Annexation of Terrace View 5th Addition. Motion by Council Member Parker and a second by Ziemann to approve Consideration of Joint Application by City of Hickman and Norris Public Power District to the State of Nebraska Power Review Board to modify Service Area Agreement 363 per Annexation of Terrace View 5th Addition. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker and Meese Jr. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering presented Ordinance 2023-01, Salaries of Appointed Officials. City Administrator updated new titles and the salary ranges. The document is used annually for evaluations and hiring new staff by the Personnel Committee, City Council, and City Administrator. The League of Nebraska Municipalities puts out a survey each year that the city uses for this document. Salary ranges and position titles was updated 2 years ago, things change, and people take new positions and additional certifications. The current positions are within this salary range. Council Member Wagner introduced Ordinance 2023-01 and asked the City Clerk to read it by title, AN ORDINANCE TO ESTABLISH SALARIES AND COMPENSATION OF APPOINTED OFFICIALS AND VARIOUS CITY EMPLOYEES OF THE CITY OF HICKMAN, NEBRASKA; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; TO PROVIDE FOR THE EFFECTIVE DATE HEREOF AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM. Motion by Council Member Noren and a second by Ziemann to suspend the three-reading rule for Ordinance 2023-01. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Parker and Meese Jr. The following Council Members voted "NAY": Borchardt. Motion passed 5-1. Motion by Council Member Wagner and a second by Noren to pass Ordinance 2023-01 on the first and final reading. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Parker and Meese Jr. The following Council Members voted "NAY": Borchardt. Motion passed 5-1.

Mayor Goering presented Ordinance 2023-02, Amend Municipal Code to Allow for Minutes as Electronic Records. City Administrator discussed that the city has been keeping electronic records for years as well as paper the state statute changed updating allowing for electronic records as official records, so the city is needing to update their municipal code up to state statutes. Council Member Wagner introduced Ordinance 2023-02 and asked the City Clerk to read it by title, AN ORDINANCE TO AMEND SECTIONS 1-313, 1-407 AND 1-408; TO REPEAL THE ORIGINAL SECTIONS 1-313, 1-407 AND 1-408 OF THE MUNICIPAL CODE OF HICKMAN, NEBRASKA; TO ALLOW FOR MINUTES AS ELECTRONIC RECORDS; TO EXCLUDE POSTING OF ORDINANCES AS A MEANS OF PUBLICATION; TO ALLOW FOR PUBLICATION OF ORDINANCES IN ELECTRONIC FORM; TO REPEAL CONFLICTS HEREIN; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM. Motion by Council Member Parker and a second by Borchardt to suspend the three-reading rule for Ordinance 2023-02. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker and Meese Jr. The following Council Members voted "NAY": None. Motion passed 6-0. Motion by

Council Member Wagner and a second by Noren to pass Ordinance 2023-02 on the first and final reading. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker and Meese Jr. The following Council Members voted "NAY": None. Motion passed 6-0

City Administrator presented Discussion of Compensation Paid to Elected Officials. Municipal Code has a regulation that compensation for elected officials can't be increased or decreased during their full term unless it is at the beginning or end of a term. The last time there was an increase to elected officials was 2008. The current compensation for Mayor is \$5,400.00 and City Council \$4,200.00 per year. The City Administrator will review the needed ordinance with the City Attorney and send out information to City Council and they will give their recommendations. No action taken.

City Administrator's Report

City Administrator reported that city staff will be busy with training and conferences over the next couple of months, so they might be out at training. The city staff will have a staff meeting for benefit reviews with Midlands Financial. The SID Pre-Bid Meeting for bid opening was planned in the next couple of weeks and the engineer was preparing those documents, will work on update. City Park property in Terrace View, the subdivider gave the city 2.5 acres at no cost with a period of seven years to build on that land in specific of subdivision agreement requirements of a city owned and operated swimming facility, park area, or a park area with recreational area. If the land is not built on by the city in the seven-year period, it will go back to the subdivider at no cost to the subdivider. The Planning Commission is working on updating the zoning regulation with Keith Marvin and will have a workshop on January 26, 2023 to review the updates. There will be a City Council and Planning Commission orientation workshop on January 17, 2023 with headshots taken after the orientation. Motion by Council Member Ziemann and a second by Noren to approve the City Administrator's Report. the following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker and Meese Jr. The following Council Members voted "NAY": None. Motion passed 6-0

Governing Body Comments and Correspondence

Mayor Goering discussed that City Office Closed Monday January 16, 2023, Dr. Martin Luther King Jr. Day. There is a utility conference that is happening this week and Midwinter Conference at the end of February if council would like to attend. Council Member Borchardt went on record to state that with all the projects happening he appreciates and thinks most of council appreciates all the communication, positive or negative. No organization can get better without communication. Talking with or sending emails is a good thing whether they get frustrated or not, the feedback is good for council and city staff. No action taken.

Adjournment

Motion by Council Member Parker and a second by Meese Jr. to adjourn the meeting at 8:49 PM. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker and Meese Jr. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Phil Goering

Jaala Johnson, City Clerk

MINUTES OF THE HICKMAN JOINT CITY COUNCIL & PLANNING COMMISSION WORKSHOP MEETING HELD

City Clerk called the meeting to order at 5:40 PM on January 17, 2023. Council Members Steve Noren, Justina Ziemann, Travis Borchardt, and Chad Parker, John Meese, Phil Goering were present for Roll Call, Doug Wagner were absent. Planning Commission Members, Andrew Seuferer, Cory Ostrander, Josh Maurer, Erik Nore, Nancy Brandt, Dave Kulwicki, Eldren Echternkamp were present for Roll Call, Troy Pomajzl and Colby Huenink were recorded as absent. 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.

Presentations

City Administrator presented a Council Orientation reviewing processes, procedures, organizational chart/staffing/committees, public meeting regulations/rules, updates on infrastructure projects, and budget overview. No action taken.

Adjournment

Motion by Council Member Parker and a second by Planning Commission Member Echternkamp to adjourn the meeting at 7:00 PM. The following Council and Planning Commission Members voted "YEA": Noren, Ziemann, Borchardt, Parker, Meese Jr, Seuferer, Ostrander, Maurer, Nore, Brandt, Kulwicki, Echternkamp. The following Council Members voted "NAY": None. Motion passed 12-0.

Mayor Phil Goering

Chair Josh Maurer

Jaala Johnson, City Clerk

City Council Meeting January 24, 2023
Accounts Payable as of January 19, 2023

Vendor	Memo	Open Balance	Check No.
Andrew & Lindsay Hardenburger	New Construction Deposit Permit # 2022-08	\$500.00	
Bizco Technologies	01.01.2023-03.31.2023 Monitoring Service	\$4,194.00	
Bizco Technologies	Retractable Cable	\$170.00	
BOK Financial	HICKMANREF18 - CURR BONDS SERIES 2018 Elec/Sewer(\$1.585mil)	\$13,331.25	
CNA Surety	Bond Insurance, Clerk 3/8/23-3/8/24	\$100.00	
Crawford Plumbing Co.	Inv# 11826- Repair Hot Water Heater Pipe (Gas Leak)	\$125.00	
Executive Answering Service	Inv# 221400023- Answering Service	\$143.75	
Genesis Contracting	Inv# 22-017-002 - Hickman Baseball Shed	\$17,593.43	
Goering, Phil	Utility Conference Parking Reimbursement	\$15.00	
GPM Environmental Solutions LLC	Inv# NE-7077 - Calibrated Flow Meter	\$448.00	
Hawkins, Inc.	Invoice #6380093- Water Treatment Supplies(chlorine)	\$10.00	
HBE, LLP	INV # 126935- Final bill for audit of financial statements year ending 9.30.2023	\$16,000.00	
Hickman True Value	December Statement, Batteries, Light Bulbs, Concrete, Liquid Nail, Compressor Fittings	\$117.47	
Hoffschneider Law, PC., LLO	Inv # 2587- Legal Service (Court Arraignment Hearing)	\$200.00	
Hoffschneider Law, PC., LLO	Inv # 2616- Legal Service Agreement	\$980.00	
Hydro Optimization & Automation Solutions	Inv #10861- WTP Fluoride Scales	\$399.00	
JCM Electric, Inc	Inv# 35926 - Service Call Heat in Shop Building 11.18.2022	\$87.14	
Lancaster County Engineering Dept	Inv# MAIRM2022 - Salt/Sand Mixture, Street Dept. 7 ton	\$444.15	
Lancaster County Sheriff's Office	Inv# C3127 January 2023 Contractual Service	\$11,339.00	
Lancaster County Sheriff's Office	Inv# C3126- December 2022 Extra Duty	\$642.02	
Luther, Wade	Utility Conference Parking Reimbursement	\$16.25	
Molly Presten	Utility Deposit Refund	\$100.00	
Norris Public Power	Acct# 2375 - Utilities - Waste Water Trmt Plant, Sewer Dept. Water Plant & Wells, Water Dept.	\$3,976.39	
Norris Public Power	Acct# 0214782000 - December 2022 Wholesale	\$138,567.16	
Norris School District 160	Tobacco License Fee - Dollar General (Paid to city office)	\$10.00	
Olsson	Inv# 446266- Project # 021-01497 WRRF Headworks & Final Clarifier	\$17,400.84	
Olsson	Inv# 446160- Project # 022-02777 WTP Improvement	\$5,237.00	
Olsson	Inv# 445948- Project # 017-32130 Roundabout Intersection Improvement	\$10,782.67	
Olsson	Inv # 440656- Consulting, Engineering Service, Street Superintendent 2022, Water Model	\$1,175.97	
Quadient Leasing USA, Inc.	Inv# N9745775- Postage Machine Lease	\$1,470.81	
Sargent Drilling	Inv # 29217- Labor Install Drawdown Tubes in Pitless Unit	\$1,675.00	
Southeast Area Clerk's Association	Inv # 2023 - Annual Southeast Area Clerks Association Dues Clerk	\$10.00	
Southwick Sewer & Drain	Pump Grease Trap @ Community Center 1.3.2023	\$125.00	
The Home Depot Pro	Order # 48229854 Silverware, Tissues, Paper Plates	\$186.59	
TOTAL		\$247,572.89	

City Council Meeting January 24, 2023
Accounts Payable as of January 19, 2023

Vendor	Memo	Payment	Check No
Ameritas Life Ins., Corp.	Employee Pension Plans	\$3,881.36	ACH
Black Hills Energy	Utilities - 588 Chestnut & 5th St. Street Shop, Community Center	\$1,494.17	ACH
ICMA Mission Square	Employee Retirement Contribution	\$523.75	ACH
IRS	Payroll Taxes	\$8,436.27	EFTPS
Nebraska Department of Revenue	Sales Tax December 2022	\$15,438.89	ACH
Nebraska Department of Revenue	Payroll Taxes Oct-Dec 2022	\$3,965.68	ACH
Nebraska Department of Revenue	Gaming Tax	\$2,645.00	ACH
Payroll Distribution (Net Pay)	City Staff 1.13.2023	\$26,095.20	ACH
State of NE & Erin M McCartney	Employee Liabilities	\$727.85	ACH/33390
UNUM	February 2023 Employee Premiums	\$470.89	ACH
Verizon Wireless	City Mobile Phones & New Phone Purchase	\$289.46	ACH
Windstream	Acct#xxxx9853 - Wastewater Treatment Plant Phone	\$72.90	ACH
Windstream	Acct# xxxx2029 - City Office Phone & Internet	\$102.60	ACH
Windstream	Acct# xxxx9419 - Water Treatment Plant Phone	\$869.38	ACH
TOTAL		\$65,013.40	
TOTAL CLAIMS REPORT		\$312,586.29	

Reviewed and Approved on January 24, 2023

MayorPhil Goering Council Member Ziemann

Council President Wagner Council Member Noren

Council Member Parker Council Member Borchardt

Council Member Meese Jr.

**City of Hickman
Statement of Cash Bank Accounts
FY2022/2023**

<u>Account #</u>	<u>Account Name</u>	<u>October 2022</u>	<u>November 2022</u>	<u>December 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	\$709,933.27	\$528,344.76	\$445,112.59
...1586	Linear Park Fund	\$5,494.54	\$5,494.54	\$9,948.75
...7412	Reading-Tech & Historical Center	\$3,574.29	\$3,574.29	\$3,574.29
...4500	Arts Council	\$3,705.20	\$3,625.59	\$3,116.59
...2843	Keno Revenue	\$103,531.27	\$108,094.75	\$63,393.72
...7578	Electrical Reserve (Baylor Heights Reserve)	\$73,965.28	\$73,980.48	\$73,995.68
...0938	TIF Account	\$630.84	\$630.84	\$630.84
...0863	Parks & Recreation Activities	\$70,870.58	\$47,625.79	\$46,441.79
...7420	Debt Service Reserve (CURR Series 2018 Bond Reserve)	\$155,359.59	\$155,416.20	\$155,477.09
...7479	Sewer Reserve Acct	\$60,578.39	\$60,590.84	\$60,603.29
...2883	CUR Revenue Series 2018 (Terrace View Reserve)	\$274,049.95	\$274,193.36	\$274,351.87
...4664	Street Sinking Fund	\$919,357.00	\$920,301.54	\$706,692.33
...5322	ARP Funds	\$421,089.00	\$421,521.63	\$97,742.17
...5333	Sales Tax Revenues	\$984,897.36	\$831,261.21	\$928,536.64
	Total Funds Available	\$3,787,260.56	\$3,434,879.82	\$2,869,841.64

...7404	Hickman Area Economic Dev. Association	\$18,977.92	\$15,928.22	\$15,928.22
	Total HAEDA Funds Available	\$18,977.92	\$15,928.22	\$15,928.22

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 December 31, 2022**

Fiscal Year Completed:
25.00%

	December Receipts	December Expenditures	Expenditures to Date	Expenditures Budget	Budget Available	% of Budget Spent
GENERAL FUND	73,492.07	83,784.41	265,818.27	1,046,535.00	780,716.73	25.40%
STREET FUND	27,767.72	610,507.73	1,144,076.40	2,642,338.00	1,498,261.60	43.30%
WATER FUND	47,007.57	21,602.52	447,597.73	2,355,795.00	1,908,197.27	19.00%
ELECTRIC FUND	159,078.87	97,711.22	311,259.35	1,920,063.00	1,608,803.65	16.21%
SEWER FUND	69,777.15	84,166.33	150,220.13	1,925,652.00	1,775,431.87	7.80%
POLICE FUND	0.00	11,976.30	36,123.63	141,063.00	104,939.37	25.61%
PARK FUND	2,125.00	11,317.44	59,221.74	254,843.00	195,621.26	23.24%
TOTAL FUNDS	379,248.38	921,065.95	2,414,317.25	10,286,289.00	7,871,971.75	23.47%

	Principal Balances as of 10/01/22	December Expenditures	Loan Payments to Date	Expenditures Budget	Budget Available	% of Budget Spent
DEBT SERVICE						
2017 SEWER GO REFI	1,325,000.00		234,267.50	238,132.50	3,865.00	98.38%
2021 WATER GO REFI	1,265,000.00		144,633.75	149,057.50	4,423.75	97.03%
NDEE #317887 CLEAN WATER UV	458,680.23	22,600.45	22,600.45	45,150.13	22,549.68	50.06%
2018 ELEC/SEWER REFUNDING BOND	940,000.00		0.00	161,262.50	161,262.50	0.00%
2018 ELEC/SEWER NEW REVENUE (T.View)	1,040,000.00		0.00	80,590.00	80,590.00	0.00%
2021 COPS (Community Center)	3,190,000.00		0.00	174,897.50	174,897.50	0.00%
TOTAL DEBT SERVICE	8,218,680.23	22,600.45	401,501.70	849,090.13	447,588.43	
TIF LOANS						
AUTO CENTER	10,971.68	1,540.12	1,540.12	4,792.00	3,251.88	32.14%
FORMER SCHOOL HOUSE	7,052.36	2,396.00	2,396.00	3,080.24	684.24	77.79%
TOTAL TIF LOANS	18,024.04	3,936.12	3,936.12	7,872.24	3,936.12	

	December BILLING	REVENUE TO DATE	% of Budget Met
UTILITY ENTERPRISE			
ELECTRIC	156,332.03	388,788.24	24.52%
WASTEWATER	66,543.86	185,236.82	26.99%
WATER	42,619.74	153,868.34	29.76%
MISC (ie: SERVICE CALL, RETURNED CHECK FEE)	225.00	315.00	-
TOTAL UTILITIES	265,720.63	728,208.40	26.11%
CUSTOMER DEPOSITS	1-Dec 79,498.26	Monthly In/Out 400.00	31-Dec 79,898.26

Public Work & Parks Department Report

January 2023

Public Works

- 811 Locate Tickets
- City Admin Kelly Oelke, Mayor Goering, Council Pres. Wagner and I toured the WTP and WWTP

Water & Wastewater

- Routine Sampling Water and Wastewater.
- Dispersed new water meters for new builds.
- Shut water off For a damaged service line
- WWTP had a flow meter calibrated. It was recommended to update this meter.
- Working on getting existing equipment operating to its potential at WTP.
- Worked with Olsson on getting a breakpoint established with the chlorine.
- Had Sanitary Survey for the WTP.
- Removed the automatic chlorinator that wasn't being used.

Electric

- Repaired lights and straightened poles on the trails south of 2nd street
- Assisted Schmader Electric in repairing streetlights on Roundabout damaged by Bauer.
- Finished removing Christmas Decorations
- Wired the water heater at WTP.

Streets

- Plowed and treated Streets
- Pulled "No Parking" signs from side streets due to roundabout detour.

Parks

Updates

- Closed 68th street north and Bauer started on the Box/tunnel.

OPEN CODE VIOLATIONS REPORT

NEW VIOLATIONS

Updated January 20, 2023

Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
E. 12th Street	Vehicle parked in City Street greater than 24 hours	11.28.22	Deputy Sheriff	12.21.22	Action Complete	Vehicle moved off of city street.
Sunflower Drive	Vehicle parked in City Street greater than 24 hours	12.21.22	Deputy Sheriff	12.21.22	Action Complete	Vehicle moved off of city street.
Orchard Street	Barking Dog	12.29.22	Deputy Sheriff	12.29.22	Action Complete	Complaint of barking dog. Sheriff handled the complaint.
Hickory Street	Barking Dog	01.10.23	Deputy Sheriff	01.10.23	Action Complete	Complaint of barking dog. Sheriff handled the complaint.
2nd Street	Vehicle parked in City Street greater than 24 hours	01.19.23	City Staff	01.20.23	Action Complete	The day the complaint was received, the vehicle was swapped out for a red Jimmy. The next day the explorer was back and the Jimmy was gone. Appears to be rotating two vehicles parked on the city street. No violation at this time.
Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
Prairie View Lane	Vehicle parked in City Street greater than 24 hours	11.16.22	Deputy Sheriff	11.17.22	Action Complete	Vehicle reported on city street for a few weeks in same spot. Deputy Sheriff contacted owner to have the vehicle moved.
City Wide	Cat Nuisance	08.25.22	Public Works/City Staff	2.16.23	In Process	Cat nuisance complaints have been received on Brentwood Avenue, Prairie View Lane, Morning Glory Court and Locust Street. Public works and city staff are reviewing current options.
Woodland Blvd	Speed limit sign needed and fix hole on corner with 68th Street	07.11.22	Public Works	2.16.23	In Process	Citizen recommended a speed limit sign on Woodland Blvd and concrete a 4' x 10' pad on the corner with 68th St so Buses/long vehicles don't drop their back wheels making a tight turn when there is oncoming traffic.

68 single family building permit applications received in 2022. 16 in Baylor Heights. 43 in Terrace View. 2 in Buel Highland Estates. 7 in Salt Creek Reserve.

1 Single family residential building permit application received year to date 2023. The application is in Terrace View.



HISTORICAL BUILDING PERMIT DATA

2000-2022

SINGLE FAMILY RESIDENTIAL (SFR) BUILDING PERMIT DATA:

2022: 68
 2021: 79
 2020: 55
 2019: 36
 2018: 29
 2017: 35
 2016: 29
 2015: 28
 2014: 40
 2013: 45
 2012: 18
 2011: 19
 2010: 22
 2009: 10
 2008: 20
 2007: 34
 2006: 28
 2005: 24
 2004: 37
 2003: 26
 2002: 19
 2001: 11
 2000: 13

<u>SFR - Attached and Detached Housing Units</u>	
2020 to 2022 (3 years):	228 (26 units Hills Bldg. # 2)
2010 to 2019 (10 years):	329 (28 units Hills Bldg. #1)
2000 to 2009 (10 years):	222
1990 to 1999 (10 years):	43
1980 to 1989 (10 years):	126
1970 to 1979 (10 years):	118 (14 units 1973 Apt. Bldg.)
1960 to 1969 (10 years):	58
1950 to 1959 (10 years):	6
1940 to 1949 (10 years):	7
Built prior to 1940:	67

<u>TOTAL NUMBER OF BLDG & ZONING PERMITS ISSUED BY YEAR</u>		
<u>(for example: pool, decks, fences, shed, sign, change of zone, floodplain, construction in ROW and subdivision plats)</u>		
	2022	233
	2021	234
	2020	206
	2019	154
	2018	151
	2017	150
	2016	152
	2015	149
	2014	141
	2013	136
	2012	104
	2011	73
	2010	99

COMMERCIAL BUSINESS, TOWNHOME AND MULTI-FAMILY HISTORY 2012-2022

Zoning Districts C-2 is Gen. Commercial, C-1 Commercial Limited, R-2 Med. Density, R-3 High Density

2022

Remodel Existing Commercial Bridal in C-1, 108 Locust Street

2021

Remodeled Existing Business Aimee Parker Dance in C-2, 6760 Woodland Plaza, Suite F

Commercial Finish Build Nebraska Comm. Playhouse Phase #2 in C-1, 217 Locust Street

Commercial Tenant Finish Anthony Chisano in C-2, 6750 Woodland Blvd, Suite B

2020

Townhome Lots (single family attached) - **8 units** in R-2, Titan Drive

Apartment Building - **26 units** Hickman Hills Apartment Building #2 in R-3, 18820 S. 54th Street

New Commercial Build

Nebraska Bank aka Farmer State Bank in C-2, 1200 Park Drive

Nebraska Communities Playhouse in C-1, 217 Locust Street

8Plains, LLC 3 Storage Unit Buildings in C-2, 17650 S. 54th Street

New Business in Existing Commercial Building Nebraska Bank Tenant Finish Permit in C-1, 1200 Park Drive

Remodeled Existing Business

Alley-Side Antiques replaces DNA Antiques in C-1, 201 1st Street

Little Movements boutique replace Lakeside Liquor in C-2 at 650 Chestnut Street, Suite 1

New Day replaces The Bee in C-2, 6740 Woodland, Suite A

City of Hickman Public Works Shop replaces the Fire Station in C-2, R-2 at 588 Chestnut Street

2019

New Commercial Build Hickman Rural Fire and Rescue Building in R-2, 401 W. 7th Street

Remodeled Existing Business

Hair Salon and 1 tenant bay sold to new owner, in C-1, 208 East 1st Street, both bays unrented

Locust Street Flats is a co-working office facility, in C-1, 101 Locust Street

Mettle Grill takes over for CharGrill 9 South in C-2, 1204 Park Drive

2018

Townhome Lots (single family attached) - 4 units in R-2, Garrett Place

Apartment Building - 28 units Hickman Hills Apartment Building #1 in R-3, 18840 S. 54th Street

New Commercial Build

Fat Boys BBQ seasoning packaging and retail store front in C-1, 107 Elm Street

Long Range Mixed Use Building in C-1, 102 Locust St

Meadowlark Pharmacy in C-2, 520 Prairie View Lane

New Business in an Existing Commercial Space

Peak Physical Therapy moved into the Anytime Fitness Building, in C-2, 6710 Woodland Blvd, Ste B

Advanced Chiropractic Solutions in the Anytime Fitness Building, in C-2, 6710 Woodland Blvd, Ste C

Peak Consulting Group in Suite B, in C-1, 114 Locust St

Remodeled Existing Business

Remodel 2 commercial tenants in C-1, 108 Locust St

The Bee 6740 Woodland Plaza Suite A; formerly Sugar Bee

2017

Townhome Lots (single family attached) - 4 units in R-2, Cedar Street

New Commercial Build

J Boutique conversion of house to commercial in C-1, 229 Locust St

Glenn's True Value in C-2, 6800 Hickman Road

Building with 2 future tenant bays in C-2, 6750 Woodland Plaza

New Business in an Existing Commercial Space

Woodland Family Eye Care in C-2, 6750 Woodland Blvd, Suite A

Adventure Academy, 580 Prairie View Lane

H Salon and Day Spa in 6760 Woodland Blvd

Aimee's Premier Dance in 6760 Woodland Blvd
Farm Bureau Services in 6760 Woodland Blvd
Meadowlark Pharmacy, 18780 S. 68th St
Sherri Eggleston Photography in C-1, 103 Locust St.

Remodeled Existing Business Flatwater Veterinary Grp. bought Woodland Veterinary added surgical proc. room

2016

New Commercial Build

U-Stop Convenience Store and Car Wash in C-2, 18940 S. 68th Street
Building with 5 future tenant bays in C-2, 6760 Woodland Blvd
Cedar Plains Medical in C-2, 1201 Park Drive
Anytime Fitness with 2 future tenant bays in C-2, 6710 Woodland Blvd

New Business in an Existing Commercial Space

Titan Fitness in 6760 Woodland Blvd, Suite F
United Country - First State Realty in 6740 Woodland Blvd, Suite B
Godfathers in the U-Stop Building, 18940 S. 68th St.
The Voice News Nebraska in C-1, 114 Locust Street, Suite A
Foundations Progressive Learning Center, in C-2, 580 Prairie View Lane

2015

New Commercial Build

Char Grill, in C-2, 1204 Park Drive
Dollar General, in C-2, 18955 S. 68th St

New Business in an Existing Commercial Space

Lakeside Liquor, 650 Chestnut St.
Woodland Veterinary Wellness Clinic in 6740 Woodland Blvd, Suite C
Sugar Bee Coffee, Bakery, and Floral Design in 6740 Woodland Blvd, Suite A

New Business in a Remodeled Existing Commercial Space

Complete Chiropractic & Wellness Center in C-2, 637 Village View
Remodeled Existing Business Hickman Bar and Grill in C-1, 107 Locust St.

Expansion of Existing Business Harlan Storage Units, 7005 Wagon Train Road

2014

New Commercial Build Woodland Plaza Shopping Center with 3 future tenant bays in C-2, 6740 Woodland Blvd

New Business in a Remodeled Existing Commercial Space Keilian Investments Office Space in C-1, 114 Locust St

New Business in an Existing Commercial Space

Red Feather Salon and Spa upper unit in C-1, 108 Locust
B-Rad Screen Printing and Embroidery in C-2, 650 Chestnut St.

Remodeled Existing Business TMZ Investments (Car Wash, converted to touchless) in C-1, 310 Main St

2013

New Business in a Remodeled Existing Commercial Space PEAK Physical Therapy in C-1, 101 Locust Street

New Business in an Existing Commercial Space

Treehouse Daycare in C-2, 580 Prairie View Lane
Vapor Pleasures and Gifts in C-1, 208 E. 1st St.

Remodeled Existing Business

The Stage Theater in C-1, 225 Locust St
Robber's Roost (Car Wash) in C-1, 310 Main St

2012

New Commercial Build Fine Line Auto Body Shop (complete rebuild after fire on existing land) in C-1, 112 Locust St

New Business in an Existing Commercial Space

Hickman Physical Therapy in C-2, 18780 S. 68th Street
A&H Hair Salon in C-2, 18780 S. 68th Street

Expansion of Existing Business

Rock Solid Fitness in C-1, 101 Locust St
Harlan Storage Units in FS-1, 7005 Wagon Train Road



South 68th Street & Hickman Road

General Information:

Design Project Manager:

Brian Schuele, Olsson

Construction Admin:

Brian Jueneman, Olsson

RPR:

Brad Thomas and Arthur Hutt, Olsson

Sunday, January 8th

- No work on site.

Monday, January 9th

- On-site personnel – Bauer: 1 supervisor and equipment operator. Removing pavement.

Tuesday January 10th. Partly cloudy, 23 deg @ 8:00AM and 55 deg @ 3:00PM

- Bauer finish pavement removal and started removal of concrete block headwall on SE corner of the existing box culvert.
- Vac truck on site to do locates of existing utilities and water line located. Utilities, fiber and power, not found at all locations market. Olsson made sketches of utilities located. Also located Windstream fiber on east side of 68th Street not shown on plans.
- Reviewed plans with Mark Campo and checked storm and sanitary MH piping. Made note on plans showing corrected pipe routing.

Wednesday, January 11th

- Bauer started excavating box culvert and hit live Windstream fiber conduit. Fiber conduit not previously field located and relocated. Windstream made temporary splices to fiber and ran temporary line above ground around work area to west and across creek.

Thursday, January 12th

- Bauer continued excavation from top and around sides of box. Found another underground cable across top of east end of box. Was able to protect cable from damage. Waiting to determine ownership and if cable is still alive. Bauer began to demo concrete box late in afternoon.
- Bauer rebar crew started to tie rebar panels on ground.
- Had progress meeting with Bauer at old city fire station. Was able to give Bauer OK to use 4'-8" sheet piling in lieu of 5'-0" specified.
- City water crew was able to isolate and shut off 10" water main running thru area if box construction. This will help Bauer construct box with sheet piling installation and not having to reroute water line as shown on plans before starting box construction. Olsson to review design for water line relocation and provide additional details as needed for Bauer to make installation.

Friday, January 13th

- Bauer working on demo of existing box culvert. Will have box removed today or will finish tomorrow. Rebar crew tying panels for wing wall footings.


Saturday, January 14th

- No work performed on-site.

South 68th Street & Hickman Road

		Project No. 017-32130
<p>Description: Bauer removing existing wing walls from the box culvert</p>		
<p>Description: Bauer removing the existing box culvert</p>		

South 68th Street & Hickman Road

		Project No. 017-32130
<p>Description:</p> <p>Bauer beginning to layout reinforcing steel for the proposed box culvert</p>		
<p>Description:</p>		



South 68th Street & Hickman Road

General Information:

Design Project Manager:	Brian Schuele, Olsson
Construction Admin:	Brian Jueneman, Olsson
RPR:	Brad Thomas and Arthur Hutt, Olsson

Sunday, January 17th

- No work on site.

Monday, January 16th 32 deg @ 8:00AM – 43 deg @ 2:00PM

- Bauer continued box culvert demo and removal.

Tuesday, January 17th 34 deg @ 8:15AM- 43 deg @ 2:00PM, partly cloudy

- Bauer placed Geotech fabric and crushed rock for box subgrade. Continued site clearing of trees on east side and grading for box construction.

Wednesday, January 18th 35 deg @ 8:00AM, Freezing rain with snow later today.

- No work today due to weather.

Thursday, January 19th 32 deg @ 1:00AM- 27 @ 6:00PM

- No work due to ice storm on Wednesday.

Friday, January 20th 31 deg @ 4:00AM- 24 deg @ 10:00AM

- Bauer working on pumping water (2-3 ft) out of box excavation.
- They also hauled off excess dirt and rock stockpiled at SW corner site in preparation of starting on waterline relocation.
- Bauer began work associated with the water main relocation. Field conversations with Bauer are indicating that installing the water main as a vertical loop rather than the proposed horizontal alignment may have some constructability advantages. Subsurface soil conditions are extremely wet and the horizontal alignment is not conducive to using a trench box. Additional conversations are related to the use of Certa-Lok pipe, the use of rock and geogrid to stabilize the trench and installation of the valve at the south end of the re-construction.

Saturday, January 21st

- Bauer - No work due to weather.

South 68th Street & Hickman Road

		Project No. 017-32130
<p>Description:</p> <p>Showing the subgrade after removal of the existing box culvert and initial layout for the proposed RCB.</p>		
<p>Description:</p> <p>Showing the initial excavation work for the water main relocation.</p>		



January 16, 2023

VIA EMAIL

Hickman Building Foundation
115 Locust, PO Box 127
Hickman NE 68372-0127

RE: Hickman Building Foundation – Biennial Report

Dear Kelly:

I currently serve as Registered Agent for your company. As Registered Agent, I accept all legal notices on your behalf including legal service of process should there be a lawsuit filed against you. Also, as Registered Agent, I am mailed correspondence from various agencies and ensure that my clients timely respond to all legal proceedings in order to avoid any unintended judgment being entered against them.

Attached is the Nonprofit Corporation Biennial Report notice for 2023-2024 which I have received. From this mailing, you will note the Secretary of State did not mail paper returns and is encouraging direct e-filing of these returns. **If you want our office to print off and prepare this report on your behalf, please do not hesitate to contact us and we will do so. Otherwise, we will understand that you have gone to the website directly and have completed this filing without our assistance.** Please note they charge a \$3.00 processing fee for online submissions.

Please note this report must be filed and the tax paid by April 1, 2023. Failure to file the report and pay the fee by June 2, 2023 will result in administrative dissolution.

Finally, attached with this letter is our firm's invoice for the registered agent service over the next two years. I appreciate the opportunity to continue to serve as your Registered Agent.

Should you have any questions, please do not hesitate to contact our office.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Kelly R. Hoffschneider'.

Kelly R. Hoffschneider
kelly@hoffschneiderlaw.com

KRH/cdw
Attachments

Hoffschneider Law, P.C., LLO

1120 K Street, Suite 200
Lincoln, NE 68508
US
kelly@hoffschneiderlaw.com
www.hoffschneiderlaw.com
O: (402) 261-7677

INVOICE

Number	2768
Issue Date	1/16/2023
Due Date	2/15/2023
Matter	691 - Corporate File

Bill To:

Hickman Building Foundation
115 Locust PO Box 127
Hickman, NE 68372-0127

Flat Fees

Flat Fees	Billed By	Price	Qty	Sub
Service as Registered Agent for 2023-2024		\$150.00	1.00	\$150.00
		Flat Fees Total:	1.00	\$150.00

Total (USD)	\$150.00
Paid	\$0.00
Balance	\$150.00
Total Outstanding	\$150.00



STATE OF NEBRASKA

ROBERT B. EVNEN
SECRETARY OF STATE

Business Services Division
1201 N Street, Suite 120, P.O. Box 94608
Lincoln, NE 68509-4608
402-471-4079

2023 – 2024 Nonprofit Corporation Biennial Report is NOW DUE for:

HICKMAN BUILDING FOUNDATION - 10184642

File the report online now: www.sos.nebraska.gov/report

- You will be guided step by step through the filing process and receive an electronic receipt upon completion
- Company information will be updated and viewable the same day

Or if you prefer you may print a paper report to mail in: www.sos.nebraska.gov/report

Nebraska law requires a biennial report and fee to be filed and paid by April 1, 2023 for all nonprofit corporations. Failure to file the report and pay the fee will result in administrative dissolution of the corporation (domestic corporation) or revocation of the certificate of authority (foreign corporation).

This notice is being sent to you as the registered agent on file for the above-named company. If you are no longer serving as the registered agent for the company, please forward this notice to a current officer to file the report and update the registered agent information.

Kelly Oelke

From: J.D. Westerholm <jdwesterholm@bizco.com>
Sent: Wednesday, January 18, 2023 1:20 PM
To: Kelly Oelke
Cc: Ben Poehlman
Subject: Quote for Server OS Upgrade

Hi Kelly,

Your server is currently running an operating system (Windows Server 2012r2) that is going to be end of life at the end of October. Here is a quote to get it upgraded to the latest server operating system that is supported by Microsoft. This project also includes upgrading the device that holds your backups as it is due to be replaced as well. Nothing will stop working after October, but your server will stop getting security and functionality updates from Microsoft. Over time, this will leave it susceptible to security vulnerabilities. You can electronically view the and approve this project online by clicking the following:

[View your quote](#)

Please let us know if you have any questions about this.

Thanks,

JD

J.D. Westerholm
Sr. Business Development Rep
Service: [402-323-4888](tel:402-323-4888) Direct: 402-323-4804



jdwestermholm@bizco.com | www.bizco.com



*** If replying to an email regarding an open ticket, please REPLY ALL to ensure that the ticket gets updated with the latest information.*** This message is confidential. It may also be privileged or otherwise protected by work product immunity or other legal rules. If you have received it by mistake, please let us know by e-mail reply and delete it from your system; you may not copy this message or disclose its contents to anyone. Please send us by fax any message containing deadlines as incoming e-mails are not screened for response deadlines. The integrity and security of this message cannot be guaranteed on the Internet.

WE
MAKE
IT
SIMPLE

The Bizco logo is displayed in a large, bold, white sans-serif font against a solid red background. The letters are closely spaced and have a slight shadow effect, giving it a three-dimensional appearance. The background of the entire page features a repeating pattern of the same service categories in a smaller, lighter font.

City of Hickman - Nebraska

Server OS Upgrade

January 18, 2023

J.D Westerholm
Account Manager
1-800-950-2485 (sales)
402-323-4804 (direct)
402-323-4800 (main)
jdwestersholm@bizco.com

RESOLUTION 2023-01
License and Management Agreement
for Use of Municipal Property for Sports
or Other Recreational Activities

WHEREAS, This License and Management Agreement (the "License"), dated for reference purposes only as of the ____ day of _____, 2023, is entered into by and between The City of Hickman ("City") and Norris Public School District 160 ("School").

WHEREAS, City is the owner of certain real property, Buchanan Field, located in the Main City Park on West 2nd Street, located in Hickman, Nebraska and hereinafter referred to as "Field".

WHEREAS, School has requested the use of said Field for the purpose of operating a School Baseball Program with multiple teams;

WHEREAS, City and School desire to support the development of School Baseball youth recreational opportunities, to improve the Buchanan Field Complex and Field Area, and to provide adequate field facilities for the play of baseball;

NOW THEREFORE, City and School agree as follows:

1. TERM: (a) City will lease Field to the School for the sum of \$3,000.00 annually for the term of one season commencing effective at the NSAA Spring Sports Season (Approximately March 1). Either party shall have the right to terminate this License by providing the other party with no less than 7 days' prior written notice. Such notice shall specify the date that the License shall terminate. Payment is due within 30 days of full execution of this agreement or within 30 days of the School's Board of Education formally approving this Agreement, whichever occurs earlier in time. At the conclusion of the Initial Term and any Renewal Term, this Agreement shall automatically renew for a twelve-month Renewal Term, unless terminated by either Party pursuant to Section 8.

2.

3. RESPONSIBILITIES:

A. School

1. The School shall be responsible for clearing debris (garbage) from the Field and placing it in containers provided by the City resulting from the School's use for baseball practices and games. The School is not responsible for cleaning debris (garbage) left by other user groups or individuals.
2. The School shall be responsible for seasonal field preparation once before the School season begins (March) and once after the Legion season ends (September) to be known as the "Spring & Fall Cleanup". Additional "Cleanups" may be scheduled upon agreeance of both parties.
3. The School shall be responsible for maintaining and caring for the Field and shall consist of the following:

Daily Routine before Practice and Games

- Remove tarps from strike plate and pitcher mound areas
- Drag the skinned areas smooth
- Water down the skinned infield (if needed)
- Repair pitching and batter box area with field clay
- Sweep and clean dugouts
- Set the chalk lines and mark officially

- Paint or wash bases, pitching plate and home plate
- Prepare the bullpens
- Prepare the press box and operation of the PA System and Scoreboard

Daily Routine after Practice and Games

- Repair the pitching mound and strike plate area and cover areas with tarps
 - Remove the bases and insert base plugs
 - Remove loose dirt from grass along base paths, mound circle, and infield edge
 - Rebuild the bullpen mounds, home plate area, and cover with tarps
 - Replace and tamp any loose divots in the turf areas
 - Dispose of trash in and around field, dugouts, bleacher, and concession areas and take trash to dumpsters
 - Remove L-Screens and portable turtle backstop from field (store behind Home Team's bullpen)
 - Place all field equipment inside crow's nest
 - Lock all facility gates and doors and turn off lights
4. The School shall submit baseball practice and game schedules to the City's Parks & Recreation Director, or their designee, thirty (30) days prior to the first practice. However, the schedule for practices and/or games may be changed on short notice as a result of inclement weather conditions, the needs of the City, condition of playing surface(s), etc. The School will attempt to keep changes to a minimum. Said schedules shall include the dates, start and estimated ending times for all practices and game. Further, the City's Parks & Recreation Director, or their designee, shall be notified of any schedule changes as soon as reasonably possible (i.e., rain cancellation, change in site location).
 5. The School shall be allowed to apply field conditioner, clay, or similar product (approved and provided by the City) to the playing surface in the Field as deemed necessary by the School.
 6. The School may, at its discretion, mow or trim the infield, in addition to the City's regular mowing schedule, with a push mower.
 7. The School may use the City's Toro Workman and Field Drag equipment. Delivery, pick up and use of said equipment must be coordinated with the Parks & Recreation Director, or their designee, two days prior to use. (City Staff to deliver and pick up.)
 8. The School may post signage on Buchanan Field fence line and will remove all signage at the end of the season.
 9. The School shall provide adult supervision, including coaches and umpires as appropriate, during all School sponsored baseball practices and games in the Field. City personnel, unless employed under a separate agreement or volunteering for the School, will not be utilized for supervision of events.
 10. At their discretion, the School may charge admission at the School scheduled practices and games in the Field, and all admissions shall be retained solely by the School.
 11. The School will be given the right to occupy and operate the Concession Stand Building without additional fees, per Attachment A, Memorandum of Understanding for City Park Concession Services and Lease of Concession Building.
 12. The School will be given occasional access for use of City Ball Field No. 2 without additional fees. Use of Field No. 2 must be scheduled with the Parks & Recreation Director, or their designee. The City does not guarantee availability of Field No. 2 as a condition of this agreement, but acknowledges that if Field No. 2 is available for use, there will be no additional fee.

13. The School shall inspect the Field prior to each use to insure they are safe for use. The School will be responsible for repair of damage to the playing surfaces and facilities caused by spectators and/or participants at School scheduled practices and/or games. Practices and games will not be held in a Field that is not safe.
14. The School shall be responsible for post-game/practice clean up, including removal of equipment and depositing of trash in receptacles provided by the City.
15. The School shall be responsible to report any hazardous conditions or damage requiring repair to the City Field to the Parks & Recreation Director, or their designee, as soon as possible but no later than the beginning of the next business day or remedy such condition or damage prior to use.

B. City/City

1. The City shall be responsible for inspection, mowing, maintenance and care, except as provided for in Section 2. A., including, inspection of the Field, aerating, watering turf, painting foul lines, including the playing surfaces, restrooms, bleachers, scoreboard, etc. In response to the request from the City, the School may, at its discretion, assist the City with personnel and/or equipment for the above listed maintenance items.
2. The City shall ensure that there are garbage receptacles near the Field during all periods of use by the School.
3. The City shall provide restrooms for the Field that are available and in usable condition during the School's scheduled practices and games. The School is required to monitor cleanliness and restock supplies while hosting tournaments and games. City to provide supplies.
4. The City will make every effort possible to schedule major improvements and repairs to the Field during the off-season to avoid closing the facilities during the School's scheduled usage. If a field is damaged, the City and the School will examine the field and jointly determine whether or not the field is safe for use. If it is determined the field is unsafe for use, the City and School will estimate a date and time the field will once again be available and the City will begin and complete repairs agreed to by the City as soon as reasonably possible. The School shall make the determination whether to cancel or delay games due to weather conditions.
5. The City reserves the right to close the Field for any period of time necessary to undertake emergency major repairs if needed. The City will work with the School to avoid any delay or cancellation of practices or games to the extent possible. In the event it becomes necessary to close the Field, the City will provide as much advance notice as possible and project the date and time the Field will be available to the School.
6. The City will handle changes to the School's scheduled use to the best of its ability to avoid any conflicts.

C. Joint Responsibility

1. The parties agree to work closely and cooperatively to resolve any maintenance, care, or safety issues concerning the Field and to make improvements and expansion to the facilities through grants, donations, etc.
2. The parties will conduct an inspection of the Field after the season to establish a meeting time to discuss a work list to be completed prior to the start of the following spring sport season. City agrees to notify the school of any increase of Leasing Fee prior to August 1.
3. The parties shall mutually agree to cost share on capital expenditures that cost over three thousand (\$3,000) dollars.
4. All Alterations, Additions, and Fixtures other than the school's baseball equipment which is used or have been made or installed by either the City or the School on the premise shall

remain as the City Property and shall be surrendered with premises as part thereof.

3. UTILITIES: School acknowledges that the utilities necessary for the operation of the Field are provided by City and School shall use such utilities in the manner required for the proper operation of the Field and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Field shall be paid by City before the same become due.
4. INSURANCE: During the License Term, School shall, at its own cost and expense, procure and continue in force such insurance policies as are required by City. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other amount as is reasonably agreed to by the parties. City shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with City prior to the commencement date of the term hereof and within ten (10) days of each anniversary date thereafter. School shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.
5. SCHOOL'S INDEMNIFICATION: School agrees to indemnify and hold City harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with School's or School's agents' use of the Field during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any related issues.
6. ENTRY BY CITY: City and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as City requires.
7. ASSIGNMENT: School shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of City, which consent may be withheld in City's sole discretion.
8. NOTICES: All Notices regarding this modifications or cancellation of this Agreement can be sent to the following:
 - City of Hickman
 - Attn: City Administrator
 - PO Box 127
 - Hickman, NE 68372

 - Norris Public School District 160
 - Attn: Athletics Director
 - 25211 S. 68th Street
 - Firth, NE 68358
9. BINDING EFFECT. This License shall be binding upon and shall inure to the benefit of City, School, and their respective successors and assignees.

CITY OF HICKMAN, NEBRASKA, a Municipal Corporation

By: _____
Phil Goering, Mayor

STATE OF NEBRASKA ss. COUNTY OF LANCASTER

The foregoing License Agreement was acknowledged before me on ____ day of _____ 2023, by Phil Goering, Mayor of HICKMAN NEBRASKA, a Municipal Corporation.

NOTARY PUBLIC: _____ NOTARY SEAL:

NORRIS PUBLIC SCHOOL DISTRICT 160

By: _____
Dr. Mitchell Stine, Activities Director

STATE OF NEBRASKA ss. COUNTY OF LANCASTER

The foregoing License Agreement was acknowledged before me on ____ day of _____ 2023, by Dr. Mitchell Stine, Activities Director, Activities Director of NORRIS PUBLIC SCHOOL DISTRICT 160.

NOTARY PUBLIC: _____ NOTARY SEAL:



115 Locust Street, P.O. Box 127
Hickman, NE 68372-0127
Phone 402.792.2212 - Fax 402.792.2210
www.hickman.ne.gov



**2023 MEMORANDUM OF UNDERSTANDING FOR
CITY PARKS CONCESSION SERVICES AND LEASE OF CONCESSION BUILDING
*RESOLUTION 2023-01, ATTACHMENT "A"***

This agreement, entered into this [redacted] day of [redacted], 2023, by and between the City of Hickman, Nebraska, a Municipal Corporation, organized and existing under the laws of the State of Nebraska (hereinafter referred to as "CITY") and Norris Public School District 160 (hereinafter referred to as "SCHOOL") shall be as follows:

WHEREAS, SCHOOL, desires to obtain certain exclusive Concession Rights at the Baseball Field Complex, belonging to CITY; and

WHERE AS, CITY deems it advisable to grant said rights to SCHOOL

IT IS, THEREFORE, AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. SCHOOL is hereby given the right to occupy and operate the Concession Building Structure located in the Hickman City Park, as an Independent Contractor, for the term of this Agreement. SCHOOL shall offer for sale to the public various affordable items of food and refreshments for any scheduled games or events that may occur in the Parks area.
2. SCHOOL shall operation Concession Vending Services at the Main City Parks beginning the first official Norris High School Baseball Game. SCHOOL may then sell concession items to the general public during games/events until the end of the SCHOOL season, approximately. It will be the sole responsibility of the SCHOOL to obtain an ongoing current Game and Event Schedules from the SCHOOL.
3. SCHOOL will inspect the Concession building and submit a listing to the City of Hickman Activities Coordinator of what City Owned Equipment is on the premises, and SCHOOL shall have the same equipment or like unit on the premise at the year-end closing inspection. The SCHOOL will be responsible for securing the Building and its

property and inventory. The Concession Building is assumed “As Is” and the City conveys no equipment guarantees or replacements.

4. SCHOOL shall not sell food or soft drinks in containers made of glass. City encourages non-usage of lids and straws. No alcohol or tobacco products of any kind shall be sold.
5. SCHOOL agrees to monitor and clean the area in and around the Concession Area of debris resulting from operation. SCHOOL will notify the Parks & Recreation Director or Public Works Facilities Director of any immediate health, safety or repair needs that exists in the Building or on the Grounds.
6. NOTICE shall be given by the SCHOOL to schedule a Season Ending Final Inspection with the Activities Coordinator after all SCHOOL inventories are removed, building and any equipment cleaned, and premise ready for final inspection. SCHOOL will be held responsible for any missing concession equipment determined by the listing created by the SCHOOL per item 3 above. However, in the event that equipment has been stolen or other criminal activity has damaged or injured equipment or the concession stand, the Parties agree to work with their respective insurance companies and negotiate cooperatively with each other towards an equitable agreement regarding such damages.
7. SCHOOL shall make no structural changes or improvements to the Concession Building without the express written consent of the CITY. The CITY shall have the right to request access to said premises at any time for the purpose of emergency repairs and will attempt to contact SCHOOL prior to entry access.
8. CITY shall be responsible for any normal and reasonable water, sewer, and electrical costs as a result of the SCHOOLS operation of the concession area in addition to supplies such as cleaning solutions and toilet paper. If SCHOOL desires to utilize additional high voltage equipment inside or outside the building, they shall first obtain permission from the City and assume responsible for additional utility consumption costs and electrical-building inspections that may be required.
9. The full operational Concession sales rights for the Concession Building in Main Park is granted to SCHOOL and shall commence the week prior to first Norris High School Baseball Team Game and continue throughout the entire 2023 Norris Season, ending on approximately May 31, 2023.

10. The parties intend that an Independent Contractor relationship will be created by this agreement. CITY is interested only in the results to be achieved and the conduct and control of the work will lie solely with the SCHOOL. SCHOOL is not to be considered an agent or employee of CITY for any purpose, and the employees of SCHOOL are not entitled to any of the benefits that CITY provides for its employees.

11. SCHOOL shall provide and deliver to the Parks & Recreation Director, prior to opening concessions sales, a copy of the Lincoln-Lancaster County Health Department Food Handlers Permit AND Tax Reporting Employer Identification Number or other individual IRS reporting number being used for Federal and State reporting purposes. In addition, all State of Nebraska Department of Revenue policies and procedures must be followed regarding sales tax submission per regulations at the following website:

<https://revenue.nebraska.gov/businesses/sales-and-use-tax>

Sales Tax Rate is 7% in the City of Hickman, NE (5.5% State + 1.5% City)

12. SCHOOL will pay the City \$1.00 prior to the opening of the Concessions operation for the annual use of the City Concession Building as agreed upon in City Resolution 2023-01, License and Management Agreement for Use of Municipal Property for Sports or Other Related Activities.

13. RESPONSIBLE CONTACT

Norris Public School District 160, Attn: Athletics Director
25211 S. 68th Street, Firth, NE 68358
Email: mitchell.stine@ndstitans.org
Phone: 402-791-0012 402-212-9672

14. SCHOOL will agree to sign attached Waiver of Liability Statement and specifically acknowledges that the CITY will be held harmless from and they hereby indemnify it from any and all claims, causes of action at law or in equity, liabilities, cost and/or damage that may occur as a result of or arising out of the normal operation of the concession area.

This Agreement signed in duplicate on the day and date first written below:

SCHOOL / Date

City Administrator / Date

RESOLUTION 2023-02
License and Management Agreement
for Use of Municipal Property for Sports
or Other Recreational Activities

WHEREAS, This License and Management Agreement (the "License"), dated for reference purposes only as of the ____ day of _____, 2023, is entered into by and between The City of Hickman ("City") and American Legion Post 105, Hickman, Nebraska ("Legion").

WHEREAS, City is the owner of certain real property, Buchanan Field, located in the Main City Park on West 2nd Street, located in Hickman, Nebraska and hereinafter referred to as "Field".

WHEREAS, Legion has requested the use of said Field for the purpose of operating a Legion Baseball Program with multiple teams;

WHEREAS, City and Legion desire to support the development of Legion Baseball youth recreational opportunities, to improve the Buchanan Field Complex and Field Area, and to provide adequate field facilities for the play of baseball;

NOW THEREFORE, City and Legion agree as follows:

1. **TERM:** (a) City will lease Field to the Legion for the sum of \$3,000.00 annually for the term of one season commencing effective at the conclusion of Norris Public School District 160 High School baseball season. Either party shall have the right to terminate this License by providing the other party with no less than 7 days' prior written notice. Such notice shall specify the date that the License shall terminate. Payment is due within 30 days of full execution of this agreement.

2. **RESPONSIBILITIES:**

A. Legion

1. The Legion shall be responsible for clearing debris (garbage) from the Field and placing it in containers provided by the City resulting from the Legion's use for baseball practices and games. The Legion is not responsible for cleaning debris (garbage) left by other user groups or individuals.
2. The Legion shall be responsible for maintaining and caring for the Field and shall consist of the following:

Daily Routine before Practice and Games

- Remove tarps from strike plate and pitcher mound areas
- Drag the skinned areas smooth
- Water down the skinned infield (if needed)
- Repair pitching and batter box area with field clay
- Sweep and clean dugouts
- Set the chalk lines and mark officially
- Paint or wash bases, pitching plate and home plate
- Prepare the bullpens
- Prepare the press box and operation of the PA System and Scoreboard

Daily Routine after Practice and Games

- Repair the pitching mound and strike plate area and cover areas with tarps
- Remove the bases and insert base plugs
- Remove loose dirt from grass along base paths, mound circle, and infield edge
- Rebuild the bullpen mounds, home plate area, and cover with tarps
- Replace and tamp any loose divots in the turf areas

- Dispose of trash in and around field, dugouts, bleacher and take trash to dumpsters
 - Remove L-Screens and portable turtle backstop from field (store behind Home Team's bullpen)
 - Place all field equipment inside crow's nest
 - Lock all facility gates and doors and turn off lights
4. The Legion shall submit baseball practice and game schedules to the City's Parks & Recreation Director, or their designee, thirty (30) days prior to the first practice. However, the schedule for practices and/or games may be changed on short notice as a result of inclement weather conditions, the needs of the City, condition of playing surface(s), etc. The Legion will attempt to keep changes to a minimum. Said schedules shall include the dates, start and estimated ending times for all practices and game. Further, the City's Parks & Recreation Director, or their designee, shall be notified of any schedule changes as soon as reasonably possible (i.e., rain cancellation, change in site location).
 5. The Legion shall be allowed to apply field conditioner, clay, or similar product (approved and provided by the City) to the playing surface in the Field as deemed necessary by the Legion.
 6. The Legion shall provide adult supervision, including coaches and umpires as appropriate, during all Legion sponsored baseball practices and games in the Field. City personnel, unless employed under a separate agreement or volunteering for the Legion, will not be utilized for supervision of events.
 7. At their discretion, the Legion may charge admission at the Legion scheduled practices and games in the Field.
 8. The Legion may post signage on Buchanan Field fence line and will remove all signage at the end of the season.
 9. The Legion shall inspect the Field prior to each use to insure they are safe for use. The Legion will be responsible for repair of damage to the playing surfaces and facilities caused by spectators and/or participants at Legion scheduled practices and/or games. Practices and games will not be held in a Field that is not safe.
 10. The Legion shall be responsible for post-game/practice clean up, including removal of equipment and depositing of trash in receptacles provided by the City.
 11. The Legion shall be responsible to report any hazardous conditions or damage requiring repair to the City Field to the Parks & Recreation Director, or their designee, as soon as possible but no later than the beginning of the next business day or remedy such condition or damage prior to use.

B. City/City

1. The City shall be responsible for inspection, mowing, maintenance and care, except as provided for in Section 2. A., including, inspection of the Field, aerating, watering turf, painting foul lines, including the playing surfaces, restrooms, bleachers, scoreboard, etc. In response to the request from the City, the Legion may, at its discretion, assist the City with personnel and/or equipment for the above listed maintenance items.
2. The City shall ensure that there are garbage receptacles near the Field during all periods of use by the Legion.
3. The City shall provide restrooms for the Field that are available and in usable condition during the Legion's scheduled practices and games.
4. The City will make every effort possible to schedule major improvements and repairs to the Field during the off-season to avoid closing the facilities during the Legion's scheduled usage. If a field is damaged, the City and the Legion will examine the field and jointly determine whether or not the field is safe for use. If it is determined the field is unsafe for use, the City and Legion will estimate a date and time the field will once again be available

and the City will begin and complete repairs agreed to by the City as soon as reasonably possible. The Legion shall make the determination whether to cancel or delay games due to weather conditions.

5. The City reserves the right to close the Field for any period of time necessary to undertake emergency major repairs if needed. The City will work with the Legion to avoid any delay or cancellation of practices or games to the extent possible. In the event it becomes necessary to close the Field, the City will provide as much advance notice as possible and project the date and time the Field will be available to the Legion.
6. The City will handle changes to the Legion's scheduled use to the best of its ability to avoid any conflicts.

C. Joint Responsibility

1. The parties agree to work closely and cooperatively to resolve any maintenance, care, or safety issues concerning the Field and to make improvements and expansion to the facilities through grants, donations, etc.
 2. The parties will conduct an inspection of the Field after the season to establish a meeting time to discuss a work list to be completed prior to the start of the following spring sport season. City agrees to notify the Legion of any increase of Leasing Fee prior to August 1.
 3. The parties shall mutually agree to cost share on capital expenditures that cost over three thousand (\$3,000) dollars.
 4. All Alterations, Additions, and Fixtures other than the Legion's baseball equipment which is used or have been made or installed by either the City or the Legion on the premise shall remain as the City Property and shall be surrendered with premises as part thereof.
3. UTILITIES: Legion acknowledges that the utilities necessary for the operation of the Field are provided by City and Legion shall use such utilities in the manner required for the proper operation of the Field and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Field shall be paid by City before the same become due.
 4. INSURANCE: During the License Term, Legion shall, at its own cost and expense, procure and continue in force such insurance policies as are required by City. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other amount as is reasonably agreed to by the parties. City shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with City prior to the commencement date of the term hereof and within ten (10) days of each anniversary date thereafter. Legion shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.
 5. LEGION'S INDEMNIFICATION: Legion agrees to indemnify and hold City harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Legion's or Legion's agents' use of the Field during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any related issues.
 6. ENTRY BY CITY: City and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as City requires.

7. ASSIGNMENT: Legion shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of City, which consent may be withheld in City's sole discretion.

Predetermined Assignment 1 (Exhibit A): City and Legion to allow the Norris Baseball Association 14U to occupy and utilize Buchanan Field and the field facilities for a baseball tournament on June 16, 17, 18, 19, 20, 21, 22, 23, 2023. Norris Baseball Association 14U shall be held to the same agreement sections titled as follows and attached hereto in full description as Exhibit A, in addition to an inspection of Buchanan Field and the field facilities, attended by all parties, before and after the tournament, and payment of \$350.00 to the City of Hickman, due June 1, 2022:

- 2. RESPONSIBILITIES
- 4. INSURANCE
- 5. LEGION'S INDEMNIFICATION
- 6. ENTRY BY THE CITY

8. NOTICES: All Notices regarding this modifications or cancellation of this Agreement can be sent to the following:

City of Hickman
Attn: City Administrator
PO Box 127
Hickman, NE 68372

American Legion Post #105
Attn: Legion Baseball Coordinator
PO Box 263
Hickman, NE 68372

9. BINDING EFFECT. This License shall be binding upon and shall inure to the benefit of City, Legion, and their respective successors and assignees.

CITY OF HICKMAN, NEBRASKA, a Municipal Corporation

By: _____
Phil Goering, Mayor
STATE OF NEBRASKA ss. COUNTY OF LANCASTER

The foregoing License Agreement was acknowledged before me on ____ day of _____ 2023, by Phil Goering, Mayor of HICKMAN NEBRASKA, a Municipal Corporation.

NOTARY PUBLIC: _____ NOTARY SEAL:

HICKMAN LEGION POST 105, LEGION BASEBALL ORGANIZATION, a Not For Profit Corporation

By: _____
Dennis Egger, Legion Baseball Coordinator
STATE OF NEBRASKA ss. COUNTY OF LANCASTER

The foregoing License Agreement was acknowledged before me on ____ day of _____ 2023, by Dennis Egger, Baseball Coordinator of HICKMAN LEGION POST 105, LEGION BASEBALL ORGANIZATION, a Not For Profit Corporation.

NOTARY PUBLIC: _____ NOTARY SEAL:

EXHIBIT A OF CITY OF HICKMAN RESOLUTION 2023-02

Norris Baseball Association 14U (NBA) shall be responsible and held accountable to the following sections of Resolution 2023-02 License and Management Agreement as entered into by and between The City of Hickman ("City") and American Legion Post 105, Hickman, Nebraska ("Legion"), in addition to an inspection of Buchanan Field and the field facilities, attended by all parties, before and after the tournament, and payment of \$350.00 to the City of Hickman, due June 1, 2023:

2. RESPONSIBILITIES

A. NBA

1. The NBA shall be responsible for clearing debris (garbage) from the Field and placing it in containers provided by the City resulting from the Legion's use for baseball practices and games. The Legion is not responsible for cleaning debris (garbage) left by other user groups or individuals.
2. NBA shall be responsible for maintaining and caring for the Field and shall consist of the following:

Daily Routine before Practice and Games

- Remove tarps from strike plate and pitcher mound areas
- Drag the skinned areas smooth
- Water down the skinned infield (if needed)
- Repair pitching and batter box area with field clay
- Sweep and clean dugouts
- Set the chalk lines and mark officially
- Paint or wash bases, pitching plate and home plate
- Prepare the bullpens
- Prepare the press box and operation of the PA System and Scoreboard

Daily Routine after Practice and Games

- Repair the pitching mound and strike plate area and cover areas with tarps
- Remove the bases and insert base plugs
- Remove loose dirt from grass along base paths, mound circle, and infield edge
- Rebuild the bullpen mounds, home plate area, and cover with tarps
- Replace and tamp any loose divots in the turf areas
- Dispose of trash in and around field, dugouts, bleacher and take trash to dumpsters
- Remove L-Screens and portable turtle backstop from field (store behind Home Team's bullpen)
- Place all field equipment inside crow's nest
- Lock all facility gates and doors and turn off lights

4. INSURANCE

During the License Term, NBA shall, at its own cost and expense, procure and continue in force such insurance policies as are required by City. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other amount as is reasonably agreed to by the parties. City shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with City prior to the commencement date of the term hereof and within ten (10) days of the each anniversary date thereafter. NBA shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

5. NBA INDEMNIFICATION

NBA agrees to indemnify and hold the Legion and City harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with NBA's or NBA's agents' use of the Field during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any related issues.

6. ENTRY BY THE CITY

City and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as City requires.

EXHIBIT A OF CITY OF HICKMAN RESOLUTION 2023-02

Norris Baseball Association 14U (NBA) shall be responsible and held accountable to the following sections of Resolution 2023-02 License and Management Agreement as entered into by and between The City of Hickman ("City") and American Legion Post 105, Hickman, Nebraska ("Legion"), in addition to an inspection of Buchanan Field and the field facilities, attended by all parties, before and after the tournament, and payment of \$350.00 to the City of Hickman, due June 1, 2023:

2. RESPONSIBILITIES

A. NBA

1. The NBA shall be responsible for clearing debris (garbage) from the Field and placing it in containers provided by the City resulting from the Legion's use for baseball practices and games. The Legion is not responsible for cleaning debris (garbage) left by other user groups or individuals.
2. NBA shall be responsible for maintaining and caring for the Field and shall consist of the following:

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Daily Routine after Practice and Games

- Repair the pitching mound and strike plate area and cover areas with tarps
- Remove the bases and insert base plugs
- Remove loose dirt from grass along base paths, mound circle, and infield edge
- Rebuild the bullpen mounds, home plate area, and cover with tarps
- Replace and tamp any loose divots in the turf areas
- Dispose of trash in and around field, dugouts, bleacher and take trash to dumpsters
- Remove L-Screens and portable turtle backstop from field (store behind Home Team's bullpen)
- Place all field equipment inside crow's nest
- Lock all facility gates and doors and turn off lights

4. INSURANCE

During the License Term, NBA shall, at its own cost and expense, procure and continue in force such insurance policies as are required by City. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other amount as is reasonably agreed to by the parties. City shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with City prior to the commencement date of the term hereof and within ten (10) days of the each anniversary date thereafter. NBA shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

5. NBA INDEMNIFICATION

NBA agrees to indemnify and hold the Legion and City harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with NBA's or NBA's agents' use of the Field during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any related issues.

6. ENTRY BY THE CITY

City and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as City requires.

**ORDINANCE NO. 2023-03
CITY OF HICKMAN
DEVELOPMENT MORATORIUM**

AN ORDINANCE PURSUANT OF THE PURPOSE OF THE CITY OF HICKMAN NEBRASKA SUBDIVISION REGULATION SECTION 1.02 TO PROVIDE FOR THE ORDERLY DEVELOPMENT; AND ZONING REGULATION SECTION 1.02 TO ENSURE MUNICIPAL GROWTH HAS BEEN MADE IN ACCORDANCE WITH A COMPREHENSIVE PLAN FOR THE CITY OF HICKMAN, LANCASTER COUNTY, NEBRASKA; TO PROVIDE FOR PUBLICATION; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. DEFINITION: A Development Moratorium means a temporary hold, for a defined period of time, on the issuance of building permits, approval of land use applications or other permits and entitlements related to the use, development and occupancy of private property in the interests of protection of life and property; and

SECTION 2. The City of Hickman deems a Development Moratorium is necessary per Hickman Subdivision Regulations Section 1.02 Purpose, to provide for the orderly development of Hickman and its environs by insuring, through the prescribed rules and standards, functional arrangements of street layouts; open spaces; adequate community facilities and utilities, to coordinate development with the City's transportation, land use and capital facilities plan, and to generally provide conditions favorable for the health, safety and convenience of the community; and

SECTION 3. The City of Hickman deems a Development Moratorium is necessary per Hickman Zoning Regulations Section 1.02 Purpose, to ensure municipal growth has been made in accordance with a comprehensive plan and to promote the health, safety, and general welfare of the community; to lessen congestion in streets; to secure safety from fire and other dangers; to provide adequate light and air; to promote the distribution of population, land classifications and land development to support provisions for adequate transportation, water flows, water supply, drainage, sanitation, recreation, and other public requirements; to protect property against blight and depreciation; and to secure economy in governmental expenditures; and

SECTION 4. This Development Moratorium in no way ceases building permits, approved land use applications or other permits and entitlements related to the use, development and occupancy of private property granted by the City of Hickman for private properties currently existing within the City's legal jurisdiction, commercial properties within corporate city limits; and

SECTION 5. This Development Moratorium shall be effective immediately and terminate and be of no force and effect after six (6) months or upon earlier repeal by the City Council after taking into consideration the City has made infrastructure improvements as recommended or deemed necessary by any State of Nebraska entity, Hickman City Engineer or Hickman Public Works Director and analysis of reports written by said city departments or State of Nebraska agencies.

SECTION 6. by the City Council of the City of Hickman, Nebraska, that the City of Hickman declare a Development Moratorium effective immediately to provide for the orderly development of the City of Hickman and coordinate development with the City's transportation, land use and capital facilities plan.

SECTION 7. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law. This Ordinance shall be published in pamphlet form.

PASSED AND APPROVED THIS _____ DAY OF January 2023.

Mayor Phil Goering

Attest: _____
Jaala Johnson, City Clerk

(SEAL)

ORDINANCE NO. 2023-04

AN ORDINANCE TO ESTABLISH SALARIES AND COMPENSATION OF ELECTED OR APPOINTED OFFICIALS OF COUNCIL OF THE CITY OF HICKMAN, NEBRASKA; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE FOR THE EFFECTIVE DATE HEREOF AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 1-210 of the Municipal Code of the City of Hickman, Nebraska states that all elected officers shall receive such compensation as the City Council shall fix by ordinance. The salaries of appointive and elective offices of this city shall be neither increased nor decreased during the term for which elected or appointed except by merger of offices or when there are other officers elected or appointed to the Council and the terms of one or more members commence and end at different times. The compensation of all members of such council may be increased or diminished at the beginning of the full term of any member thereof.

Section 2. That the following salaries and compensation be hereby adopted as the salary schedule for elected and appointed offices of the City of Hickman, Nebraska to be effective as of December 10, 2024:

- A. Mayor: ~~\$250.00~~ **\$450.00 base salary** per month and \$100.00 additional salary for attendance at any regular meeting and \$100.00 for attendance at any special meeting for the entire City Council scheduled on a different date from any regular meeting. Total Annual Salary if all regular council meetings are attended shall be ~~\$5,400.00~~ **\$7,800.00**.
- B. Member, City Council: ~~\$150.00~~ **\$250.00 base salary** per month with \$100.00 additional salary for attendance at any regular meeting and \$100.00 for attendance at any special meeting for the City Council scheduled on a different date from any regular meeting. Total Annual Salary if all regular council meetings are attended shall be ~~\$4,200.00~~ **\$5,400.00**.

Section 4. All salaries shall be set by ordinance and will be available for public inspection at the office of the city clerk, and all such salaries shall be published as provided by law.

Section 5. That this ordinance shall take effect and be in full force from December 10, 2024 and after its passage, approval, and publication or posting in pamphlet form as provided by law.

PASSED AND APPROVED this the ____ day of _____, 2023

Mayor Phil Goering

ATTEST: _____
Jaala Johnson, City Clerk

(SEAL)

Prior salary adjustment:

Ordinance 2008-14 adopted in September 2008 and placed in effect December 1, 2008

Mayor: ~~\$200.00~~ \$250.00 per month and ~~\$50.00~~ \$100.00 additional salary for attendance at any regular meeting and ~~\$25.00~~ \$100.00 for attendance at any special meeting for the entire City Council scheduled on a different date from any regular meeting. Total Annual Salary if all regular council meeting are attended shall be \$5400.00

Member, City Council: ~~\$100.00~~ \$150.00 per month with ~~\$50.00~~ \$100.00 additional salary for attendance at any regular meeting and ~~\$25.00~~ \$100.00 for attendance at any special meeting for the City Council scheduled on a different date from any regular meeting. Total Annual Salary if all regular council meeting are attended shall be \$4200.00

Nebraska State Statute 17-612

Elective officers, salary; increase during term of office prohibited; exception.

The salary of any elective officer in a city of the second class or village shall not be increased or diminished during the term for which he or she has been elected except when there has been a combination and merger of offices as provided by sections [17-108.02](#) and [17-209.02](#), and except that when there are officers elected to the city council or a board or commission having more than one member and the terms of one or more members commence and end at different times, the compensation of all members of such city council, board, or commission may be increased or diminished at the beginning of the full term of any member thereof. No person who resigned or vacated any office shall be eligible for the same office during the time for which he or she was elected if during the same time the salary was increased.

Elected Official Salaries - Nebraska

Town		Annual Salary	Per Meeting	Paid	Amended
Chadron					2022
	Mayor	3440		Qtrly	
	Council	2940		Qtrly	
Auburn					\$10k Life Insurance (\$40/Month each)
	Mayor	3600		Monthly	
	Council	2400		Monthly	
Gothenburg					
	Mayor	7200			
	Council	2400			
Alma					
pop 1043	Mayor	3000		Bi-Annual	
	Council	2600		Bi-Annual	
Ogalla					2022
	Council Pres	5000		Qtrly	
	Council	3000		Qtrly	
Falls City					
	Mayor	5400		Qtrly	
	Council	4200		Qtrly	
Sutton					
	Mayor	3000		Qtrly	
	Council	1500		Qtrly	
Aurora					
	Mayor	4080			
	Council	1200			
Springfield					2022
	Mayor	7200		Qtrly	
	Council	4800		Qtrly	
Gibbon					
	Mayor	4000		Qtrly	
	Council	2000		Qtrly	
Central City					proposing 7500/5000 in January
	Mayor	4000			
	Council	3000			
Ashland					
	Mayor	5000			
	Council	1750			
Geneva					
	Mayor	4000			
	Council	3500			
Cozad					
	Mayor	7200			
	Council	4800			
Wahoo					
	Mayor	6000			
	Council	3000			
			AVG		
	Mayor	72120		4808	
	Council	43090		2873	

BENEFITS

You can't provide benefits to elected officials. There are no Statutes authorizing you to do so. Rod Storm-Blair