

City Council Regular Meeting
Tuesday, June 13, 2023 7:00 PM

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

1. Call to Order

1.A. 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.B. Participant Sign-In Sheet Available & Disclosure of Meeting Recording Process Notice Posted.

1.C. 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. All individuals requesting to hand out documents to City Council Members must deliver them directly to the City Clerk for distribution.

1.D. 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.

2. Pledge of Allegiance

3. Roll Call

4. Mayor Communications

5. Consent Agenda

5.A. Approval of May 23, 2023 City Council Meeting Minutes

5.B. Claims and Accounts Payable Report

6. Proclamations, Presentations, Appointments, Affirmations & Introductions
 - 6.A. Oath of Office, Mr. Fred Simpson, Activities & Community Center Coordinator
7. Reports
 - 7.A. Planning Commission Report
 - 7.B. Lancaster County Sheriff's Office Report
 - 7.C. Community Center Report
8. Public Hearings
 - 8.A. The purpose of the hearing is to provide an opportunity for public comment on a Preliminary Plat submitted for the purpose of redistributing boundary lines for three parcels, making four parcels in Hickman's extraterritorial jurisdiction using 52.18 acres, as shown on the Preliminary Plat for Kaplan 1st Addition. The application was provided by REGA Engineering Group Inc. The three lots are generally located south of Hickman Road, north of Wagon Train Road and a ½ mile east of S. 82nd Street. Parcel ID: 1535202002000 Legal Description: Kaplan Addition, Lot 2, Hickman NE 68372. Parcel ID: 1535200020000 Legal Description: S35, T8, R7, 6th Principal Meridian, Lot 33 NE, Hickman NE 68372. Parcel ID: 1535200021000 Legal Description: S35, T8, R7, 6th Principal Meridian, Lots 29-30 NE, Hickman NE 68372
 - 8.B.
 - 8.C. The purpose of the hearing is to provide an opportunity for public comment on a Final Plat submitted for the purpose of redistributing boundary lines for three parcels, making four parcels in Hickman's extraterritorial jurisdiction using 52.18 acres, as shown on the Final Plat for Kaplan 1st Addition. The application was provided by REGA Engineering Group Inc. The three lots are generally located south of Hickman Road, north of Wagon Train Road and a ½ mile east of S. 82nd Street. Parcel ID: 1535202002000 Legal Description: Kaplan Addition, Lot 2, Hickman NE 68372. Parcel ID: 1535200020000 Legal Description: S35, T8, R7, 6th Principal Meridian, Lot 33 NE, Hickman NE 68372. Parcel ID: 1535200021000 Legal Description: S35, T8, R7, 6th Principal Meridian, Lots 29-30 NE, Hickman NE 68372.
 - 8.D.
9. Unfinished Business
 - 9.A. Presentation of Hickman Pressure Zone (Water) Study
10. New Business
 - 10.A. American Legion Post 105 Request to Use City Owned Property for Hickman Hay Day Events on July 29, 2023

- 10.B. Hickman Chamber of Commerce Request to Use City Owned Property for Hickman Hay Day Events on July 28 & 29, 2023
- 10.C. Consideration of Certificate of Substantial Completion for Hickman Roundabout Phase
- 10.D. Consideration of Bids for Hickman Wagon Train Heights Electrical Improvements (SID)
- 10.E. Consideration of Agreement Renewal with Integrated Controls in the Amount of \$1,365.00 for HVAC Software Support
- 10.F. Consideration of Agreement with TK Elevator for Hickman City Hall/Community Center
- 10.G. Resolution 2023-06, NBA, Nebraska Single Bank Pooled Collateral
- 10.H. Resolution 2023-07, Kaplan 1st Addition Preliminary Plat
- 10.I. Ordinance 2023-06, Kaplan 1st Addition Final Plat
- 10.J. Discussion of 2023 Youth Soccer and Flag Football and Consideration of Field Use at Shepherd of the Hills Church
- 10.K. Discussion and Consideration of Posting City Council Meeting Recordings Online
- 11. City Administrator's Report
- 12. Governing Body Comments & Council Correspondence
 - 12.A. City Hall Closed Monday June 19, 2023 for Juneteenth and July 4, 2023 for Independence Day
 - 12.B. Hickman Area Economic Development Association Firework Display, Tuesday July 4, 2023 in Main Park at Dusk
 - 12.C. Hickman Area Community Foundation Fund 4th Annual Golf Tournament at Hidden Valley Golf Course on Friday July 14, 2023
 - 12.D. 33rd Annual Hickman Hay Days, Friday & Saturday, July 28 & 29, 2023
- 13. Meeting Adjournment

MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD

Mayor Phil Goering called the meeting to order at 7:00 pm on May 23, 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 Travis Borchardt, Chad Parker, John Meese, Steve Noren, Doug Wagner, and Justina Ziemann 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 – None

Consent Agenda

City Administrator presented and discussed the May 9, 2023 Meeting Minutes, and 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 Noren and a second by Wagner to approve the consent agenda. The following Council Members voted “YEA”: Borchardt, Parker, Meese, Noren, Wagner and Ziemann. The following Council Members voted “NAY”: None. Motion passed 6-0.

Proclamations, Presentations, Appointments, Affirmations & Introductions

Mayor Goering discussed the Presentation of Hickman Pressure Zone (Water) Study results were given to Council Members for their review and tabled until the June 13, 2023 City Council Meeting.

Reports

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

City Administrator presented City Code Violations, Abatements, Nuisances and Permits Report with the Governing Body. No action taken.

City Administrator presented the 68th Street & Hickman Road Roundabout Project Report with the Governing Body. The contractor and City Staff will have a meeting on May 24, 2023 to discuss the schedule for the retaining wall, construction supervisor installation and order of operations. No action taken.

Public Hearings

Mayor presented the Public Hearing for City of Hickman Land Acquisition for Expansion of City's Wastewater Treatment Facility. City Administrator discussed this public hearing is part of the state statute process in inquiring property. The City Council does have authority to purchase tracks of land with an appraisal for the betterment of the community. The land being purchased allows the space for the new clarifier and drying beds that will be installed. Mayor Goering opened a Public Hearing for City of Hickman Land Acquisition for Expansion of City's Wastewater Treatment Facility at 7:23 PM. No comments by the public in a neutral or against the Public Hearing. Motion by Council Member Wagner and a second by Borchardt to close the Public Hearing at 7:24 PM. The following Council Members voted “YEA”: Borchardt, Parker, Meese, Noren, Wagner and Ziemann. The following Council Members voted “NAY”: None. Motion passed 6-0.

City Administrator presented the Public Hearing for the purpose of conducting a hearing on a Resolution of Necessity, Resolution 2023-04, creating Sewer Improvement District No. 2023-1 of said City that is a state statute requirement to receive the necessary funding for the sewer project. The proposal of the engineers cost for sewer additions and improvements to be just over \$2,500,000.00. Mayor Goering opened a Public Hearing for the Public Hearing for the purpose of conducting a hearing on a Resolution of Necessity, Resolution 2023-04, creating Sewer Improvement District No. 2023-1 at 7:26 PM. No comments by the public in a neutral or against the Public Hearing. Motion by Council Member Parker and a second by Wagner to close the Public Hearing at 7:27 PM. The following Council Members voted "YEA": Borchardt, Parker, Meese, Noren, Wagner and Ziemann. The following Council Members voted "NAY": None. Motion passed 6-0.

Unfinished Business – None

New Business

Mayor Goering presented Consideration of Bids for Water Treatment Plant - 2nd Train Project and invited Craig Reinsch with Olsson's to present to the Governing Body. Mr. Reinsch discussed the letter that was submitted to the City regarding the bid for the water treatment plant. There was a pre bid meeting with three individuals that also submitted bids for this project. At the pre bid Olsson's was asked to put an alternate bid to determine what the pricing would be to up size the piping to go to a larger flow. The project bid came in under the engineers estimated budget by Midwest Mechanical industrial Services for base \$321,000.00, alternate was \$386,000.00 with engineers' probable cost being \$535,000.00. Olsson's has not worked with Midwest Mechanical Industrial services but did receive letters of reference with one being the actual company themselves that are expanding their services and Olsson's has worked with them prior. Olsson's is recommending that the City of Hickman move forward with Midwest Mechanical industrial Services for this project. This company does have experience with this type of project and is expanding their services in this area. At the pre-construction meeting Olsson's will work with Midwest Mechanical industrial Services on the schedule of the project. City Administrator discussed that the contractual negotiations with contractor will have larger LD's being \$1,000.00 per day. Motion by Council Member Wagner and a second by Ziemann to accept the bid from Midwest Mechanical industrial Services for the Water Treatment Plant Project in the amount of \$386,000.00. The following Council Members voted "YEA": Borchardt, Parker, Meese, Noren, Wagner and Ziemann. The following Council Members voted "NAY": None. Motion passed 6-0.

City Administrator presented and read Resolution 2023-04, Resolution of Necessity, Creating Sewer Improvement District No. 2023-1, A RESOLUTION DECLARING THE NECESSITY OF CONSTRUCTING ADDITIONS AND IMPROVEMENTS TO THE CITY'S SANITARY SEWER SYSTEM; CREATING SEWER IMPROVEMENT DISTRICT NO. 2023-1 OF THE CITY; MAKING REFERENCE TO AND APPROVING PLANS AND SPECIFICATIONS; APPROVING THE ENGINEERS' ESTIMATE OF COSTS; PROVIDING FOR THE ISSUANCE OF BONDS, WARRANTS AND NOTES, DETERMINING IMPROVEMENTS TO BE GENERAL PUBLIC IMPROVEMENTS NOT OF SPECIAL BENEFIT TO PROPERTY WITHIN SAID DISTRICT AND PROVIDING FOR THE EFFECTIVENESS OF THIS RESOLUTION BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HICKMAN, NEBRASKA, as follows: Section 1. The Mayor and City Council hereby find and determine that it is necessary and advisable to construct additions and improvements to the City's Sanitary Sewer System consisting of the following: New Influent Gravity Sewer, New Headworks, New Final Clarifier, Raw Sewage Pump Station Upgrades with New Flow Meter, Oxidation Ditch Piping & Valves, Plant

Electrical System Upgrades, Land Acquisition, Engineering Services and Demolition Activities Section 2. For purposes of constructing said additions and improvements, there is hereby ordered created Sewer Improvement District No. 2023-1, which shall include certain property within the City fully described as follows: Site Address: 5433 HICKMAN RD, HICKMAN, NE 68372 Legal Description: S33, T8, R7, 6th Principal Meridian, LOT 85 NW Section 3. Reference is hereby made to the plans and specifications (the "Plans") for said additions and improvements which have been prepared by Olsson, engineers for the City, and which, together with the estimate of total cost for said additions and improvements have been filed with the City Clerk prior to the proposing of this resolution. Section 4. The engineer's estimate of total cost for the proposed sewer system additions and improvements for said District is \$2,594,550, which amount does not include interest cost, cost of issuance or other expenses of the City. Section 5. It is hereby found and determined that such improvements are of general benefit to the City and that no special assessments shall be levied against the property in the District. Temporary financing may be provided through the issuance of bond anticipation notes as provided by Section 10-137, R.R.S. Neb., as amended. Said additions and improvements shall be financed on a permanent basis by the issuance of the City's general obligation sewer bonds issued pursuant to Section 17-925, R.R.S. Neb., as amended. Section 6. This resolution of necessity shall be in force and effect from and after its adoption as provided by law. PASSED AND APPROVED this 23rd day of May, 2023. Motion by Council Member Wagner and a second by Noren to approve Resolution 2023-04. The following Council Members voted "YEA": Borchardt, Parker, Meese, Noren, Wagner and Ziemann. The following Council Members voted "NAY": None. Motion passed 6-0.

City Administrator presented Resolution 2023-05, Authorizing the Acquisition of Certain Real Property for Wastewater Treatment Plant Expansion Project. A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HICKMAN, NEBRASKA AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY FOR USE BY THE CITY. Recitals A. Cedar Woods Estates, LLC, a Nebraska limited liability company owns certain real property located in Lancaster County more particularly described as: A 4.4 ACRE TRACT OF LAND LOCATED IN OUTLOT C, WALTERS RIDGE 1ST ADDITION, LANCASTER COUNTY, NEBRASKA. B. The City's acquisition of the above-described real property will benefit the City and its residents as the property will be used for expansion of the City's wastewater treatment facility. C. Neb. Rev. Stat. § 18-1755 and Hickman Municipal Code § 6-110 authorize the City to acquire real property upon approval of the acquisition by action taken in a public meeting after notice and public hearing. D. The City has held a public hearing and desires to purchase the real property. NOW THEREFORE, be it resolved by the City of Hickman, Nebraska: 1. The City hereby approves the acquisition of real property from Cedar Woods Estates, LLC, in accordance with the authority under Nebraska law and the Hickman Municipal Code. 2. The Mayor of the City is hereby authorized to execute a Purchase Agreement and to take all actions necessary to effectuate the acquisition of real property from Cedar Woods Estate, LLC. This has been approved on May 23, 2023. CITY OF HICKMAN, NEBRASKA. Municipal Code Section 6-110 and State Statute 18-1755 authorizing the city to acquire real property upon approval of the acquisition by action taken in a public meeting after notice and public hearing. Upon City Council passing the resolution it authorizes the Mayor to execute the purchase agreement and take actions necessary to acquire the land. Motion by Council Member Noren and a second by Wagner to approve Resolution 2023-05. The following Council Members voted "YEA": Borchardt, Parker, Meese, Noren, Wagner and Ziemann. The following Council Members voted "NAY": None. Motion passed 6-0. City Administrator presented the purchase price is \$32,000.00 for the Real Property for Wastewater Treatment Plant

City Administrator's Report

City Administrator presented that she attended the National Floodplain Conference in North Carolina. The conference had great information about FEMA regulations working with the Army Core of Engineers. Hickman downtown area is a floodplain, during the conference the City Administrator learned about sensors with SID cards that are used in streams communicate the elevation in water, so it is know ahead of time when floods are going to hit. There are only a few used in Nebraska and the City Administration would like to present that possibility at a later date. The City Clerk has completed a contract and started working on donations for the 4th of July Firework show.

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

Governing Body Comments and Correspondence

Mayor Goering thanked City Staff for their work while the City Administrator was out and discussed that City received a \$500 grant for Hickman Skatepark Security Camera. Mayor Goering presented that the City Office will be closed May 29, 2023 for Memorial Day.

Council Member Borchardt discussed Memorial Day in observance. May 20th was Armed Forces Day and would like to thank all those currently serving and their families for their service and sacrifice. Council Member Borchardt is wearing red for Remember Everyone Deployed. Hickman and the surrounding area currently have residents that are deployed throughout the country and around the world. Hickman native, Staff Sergeant Benjamin Prange, was killed in action in 2014 while serving in Afghanistan. SSG Prange's son graduated from high school this year. Remember his honor and all those who have made the ultimate sacrifice in service to our country. If you see SSG Prange's family, or any Gold Star family member, thank them for their service and honor those service members.

Adjournment

Motion by Council Member Borchardt and a second by Wagner to adjourn the meeting at 7:58 PM. The following Council Members voted "YEA": Borchardt, Parker, Meese, Noren, Wagner and Ziemann. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Phil Goering

Jaala Johnson, City Clerk

City Council Meeting June 13, 2023
Accounts Payable as of June 9, 2023

Vendor	Memo	Open Balance	Check No.
Alexa Foreman	Umpire (3 games)	\$130.00	
All Copy Products	INV # AR3954092- Monthly Printing Services	\$294.52	
Andy's Truck & Auto Repair Inc.	Inv# 27627 - 2015 Chevy Silverado, Repair AC System, Replace Front & Rear Brake Pads & Rotors	\$1,089.73	
Anthony Fabela	Umpire (5 game)	\$205.00	
Bizco Technologies	6.1.2023 - 6.30.2023 Proofpoint Monitoring Service	\$36.00	
Border States	Inv# 926389612 - Street Light Poles Terrace View	\$13,095.28	
Border States	Inv# 926389633 - Outlet Plug Main Park	\$130.40	
Border States	Inv# 926283225 - Light Pole	\$989.02	
Border States	Terrace View street light electrical & photocontrol	\$4,278.42	
Border States	Inv# 926247569 - Fuses Well Water Dept.	\$131.00	
Brown, Chelsey	Inv # INV0058- May 2023 City Hall Monthly Cleaning	\$1,000.00	
CarQuest (Advance Auto Parts)	Inv#7185-478206 - Belt PW Truck	\$155.71	
CarQuest (Advance Auto Parts)	Inv#7185-478208 - Belt PW Truck	\$138.52	
CarQuest (Advance Auto Parts)	Inv#7185-478211 - Grease, AC Recharge, Belt PW Truck	\$134.97	
Concrete Industries, Inc.	Inv# CI426637 - 68th Street RCP	\$913.90	
Connor Terry	Umpire (1 game)	\$40.00	
Cory Glause	Tree Rebate 2023, Purchased 5.4.2023	\$50.00	
D & K Products	Inv# 66969IN - Fertilizer & Weed Killer Streets	\$423.30	
Daesia Clark	Umpire (12 Games)	\$535.00	
Dale's Consulting & Inspection Services	Building Inspections (37) May & Consulting	\$2,600.00	
David E Hochstetler Jr	HVAC Inspection (10) May	\$600.00	
Direct TV	Acct 035168839 May2023 TV Services	\$167.51	
Don Johnson Homes	New Construction Deposit Refund Permit # 2022-137	\$500.00	
Electronic Contracting Company	Inv# 43516- Full Fire Alarm Inspection	\$350.00	
Electronic Contracting Company	Inv# 43515- Sealed Lead Acid Battery Service	\$117.76	
Everett Larsen	Umpire (7 games)	\$290.00	
Executive Answering Service	Inv# 221900023- Answering Service 5.2.2023-5.29.2023	\$83.50	
Farmers Cooperative	Tire Repair F250 & Bulk Fuel	\$3,410.41	
First State Bank Nebraska	TIF Loan #70012706 - School House Project TIF	\$2,396.00	
Hawkins, Inc.	Invoice #6486542- Water Treatment Supplies Chlorine	\$1,059.05	
Hickman True Value	Hose Fitting ,Repair Sink Pipes Community Center, Outlet Main Park	\$71.44	
Hochstetler, David Sr.	HVAC Inspection (8) May	\$400.00	
Jackson Services, Inc.	Acct # 4919 - Uniforms, Mops, Mats, and Rags	\$455.00	
Jessica Buller	Utility Deposit Return	\$100.00	
Jindra Irrigation	Inv# 6398 - Backflow Preventer Sprinkler Trail/Flower Area 2nd & Main	\$165.00	
Jorgenson Industrial Companies	Inv# JI23149 - Storage Lockers Chestnut Street Shop	\$3,229.10	
Karl Jones	2023 Tree Rebate Purchased 4.18.2023	\$50.00	
Kreifels, Jeffrey	Plumbing Inspection (17) May	\$1,400.00	
Lane Brewster	Umpire (4 Games)	\$175.00	
Lauren Cox	Utility Deposit Return	\$100.00	
Legacy Home Omaha LLC	Deposit Return, Bldg Permit #2022-95	\$500.00	
Lincoln Winnelson Supply Co.	Inv# 13647301 - Pipes Repair Community Center Kitchen	\$40.36	
Luther, Wade	Reimburse for White Paint Marker Sports	\$8.56	
M & G Holdings	New Construction Deposit Refund 2021-198	\$500.00	
M K Builders	Construction Deposit Refund 2022-36	\$500.00	
Meals Construction, LLC	New Construction Deposit Return, Bldg. Permit # 2022-121	\$500.00	
Meals Construction, LLC	New Construction Deposit Return, Bldg. Permit # 2022-93	\$500.00	
Menard's	Inv# 8976 - Water Heater and Fittings for Main Park Concession Stand	\$514.53	
Midwest Floor Covering, Inc	Repair Community Center Gym Floor Cuts	\$900.00	
Midwest Laboratories, Inc.	Inv# 1136918- Bottles for Wastewater Testing, Sewer Dept	\$40.15	
Nebr. Water Resources Association (Nwra)	Inv # 23-105 2023 Annual Membership	\$105.00	
Nebraska Sports Inc	Inv# NNS794223-NS03 Cust # N5684 - Baseballs Helmets & Equipment Bags	\$350.00	
Norland Pure	Account xxx005195 Monthly Water City Office	\$53.94	
Norris Public Power	Acct# 0214782000 - May 2023 Wholesale	\$95,966.79	
Norris Public Power	Acct# 2375 - Utilities - Waste Water Trmt Plant, Sewer Dept. Water Plant & Wells, Water Dept.	\$4,748.50	
Odbert Built Construction	New Construction Deposit Return, Bldg. Permit # 2021-206	\$500.00	
Olsson	Inv# 457024- Project # B20-31290 T. View 5th Addition Construction Services	\$1,978.13	
Olsson	Inv# 458714- Project 022-06596 Hickman Wagon Train Heights URD System Bidding Service	\$960.89	
Olsson	Inv# 458607- Project # 022-02777 WTP Improvement	\$5,905.66	
Olsson	Inv# 458605- Project # 020-31290 Phase 70 Water Model Consult Services	\$4,194.18	
Olsson	Inv# 458604- General Engineer Service, 2023 Street Superintendent Services	\$1,253.50	
One Call Concepts, Inc.	Inv# 3050147- May 2023 Diggers Hotline Notifications, Elec Dept.	\$76.02	
Owen Elwood	Umpire (5 Games)	\$210.00	
Paper Tiger Shredding	Inv #181278- Monthly Service	\$30.00	
Paulson, Ray	Electrical Inspections (20) May	\$1,300.00	
Quality Construction	New Construction Deposit Return Permit # 2022-117	\$500.00	
Reese Behrends	2023 Umpire (3 games)	\$120.00	
Rezac, Melanie & Joshua	New Construction Deposit Return Permit # 2022-136	\$500.00	
Richard Harms 1	2023 Tree Rebate Purchased 5.6.2023	\$48.24	
Southwick Sewer & Drain	Utility Credit Refund	\$343.06	
Spier, Gary W.	Commercial Plan Review (1) June 2023	\$50.00	
TechMasters	Inv# 244518 Ice Machine Comm Center Repair & Maint	\$914.00	
Timber Ridge Homes - PreConn	New Construction Deposit Refund Permit # 2022-51	\$500.00	
Voice News	May Publications/ Advertisements	\$291.05	
Zachary Palmerton	Umpire 2023 (4 Games)	\$170.00	
TOTAL		\$166,563.10	

**City Council Meeting June 13 2023
Accounts Payable as of June 9, 2023**

Vendor	Memo	Payment	Check No
Ameritas Life Ins., Corp.	Employee Pension Plans	\$3,973.26	ACH
Black Hills Energy	Utilities - 588 Chestnut & 5th St. Street Shop, Community Center	\$258.10	ACH
Blue Cross/Blue Shield of NE	June 2023 Employee Premiums	\$7,918.97	ACH
Constellation	Acct# xxxx1903 5th Street Shop	\$67.28	ACH
Hickman Area Economic Development	2022 & 2023 Firework Stand Permits	\$8,800.00	
ICMA Mission Square	Employee Retirement Contribution	\$530.72	ACH
IRS	Payroll Taxes	\$8,504.02	EFTPS
Ne Dept. of Revenue	Sales Tax	\$12,654.23	ACH
Nebraska Department of Revenue	Income Tax	\$2,670.93	ACH
Payroll Distribution (Net Pay)	City Staff 6.2.2023 & City Council 6.1.2023	\$27,814.01	ACH
State of NE & Erin M McCartney	Employee Liabilities	\$727.85	ACH
Quadient Finance - Neofunds - Postag	Acct # XXXX8315 - Postage, Water/Electric/Sewer Dept.	\$600.00	ACH
Verizon Wireless	City Mobile Phones & New Phone Purchase	\$289.45	ACH
Wells Fargo - VISAx4676	Postage, Prof. Development, Supplies	\$2,696.22	ACH
Wells Fargo - VISAx8509	Subscriptions, Prof. Development, Supplies	\$6,627.18	ACH
TOTAL		\$ 84,132.22	
TOTAL CLAIMS REPORT		\$ 250,695.32	

Reviewed and Approved on June 13, 2023

MayorPhil Goering Council Member Ziemann

Council President Wagner Council Member Noren

Council Member Parker Council Member Borchardt

Council Member Meese



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



OATH

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.
CITY OF HICKMAN)

"I, _____, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, and without mental reservation, or for the purpose of evasion; and that I will faithfully and impartially perform the duties of the office of _____ according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force, or violence; and that during such time as I am in this position I will not advocate, nor become a member of any political party or organization that advocates the over throw of the government of the United States or of this State by force or violence. So help me God. "
(Neb. Rev. Stat. §11-101)

Signature

Subscribed in my presence and sworn to before me this ____ day of _____, ____.

Notary Public

My Commission Expires: _____

**MINUTES OF THE HICKMAN PLANNING COMMISSION
REGULAR MEETING
MAY 2, 2023**

Call to Order

Planning Commission Chair Josh Maurer called the Hickman Planning Commission Meeting to order at 7:00 PM on Tuesday, May 2, 2023. Notices of the meeting were distributed and posted at the Hickman City Hall, U.S. Post Office-Hickman, and U-Stop Market. The Open Meeting Laws Act, document placement in the meeting room and Executive Closed Session allowances were acknowledged and referenced. The participant sign-in sheet, registered agenda topic speaker cards and the meeting recording process were referenced

Roll Call

Planning Commission Members present for Roll Call included: ETJ representative Colby Huenink, Erik Nore, Eldren Echterkamp, Vice Chair Troy Pomajzl, Andrew Seuferer, Alternate Paul Tran, Cory Ostrander, and Chair Josh Maurer. Planning Commission Members Nancy Brandt and Dave Kulwicky were recorded as absent and excused.

Approval of Minutes

Chair Maurer presented the March 23, 2023 Planning Commission Special Meeting Minutes. Motion by PC Member Nore and a second by Pomajzl to approve the March 23, 2023 Planning Commission Special Meeting Minutes. The following PC Members voted "YEA," Huenink, Nore, Ostrander, and Maurer. The following PC Members voted "ABSTAIN," Echterkamp, Pomajzl, Seuferer, and Tran. The following PC Members voted "NAY," none. Motion failed due to lack of quorum vote.

Presentations & Introductions – None

Staff Reports

The City Zoning Officer spoke about Kaplan 2nd Addition, addressing an error in the name which does not alter the intent of the subdivision. Kaplan 2nd Addition is needing to be corrected to Kaplan 1st Addition.

Public Hearings

- A. The purpose of the hearing is to provide an opportunity for public comment on a Preliminary Plat submitted for the purpose of redistributing boundary lines for three parcels, making four parcels in Hickman's extraterritorial jurisdiction using 52.18 acres, as shown on the Preliminary Plat for Kaplan 2nd Addition. The application was provided by REGA Engineering Group Inc. The three lots are generally located south of Hickman Road, north of Wagon Train Road and a ½ mile east of S. 82nd Street. Parcel ID: 1535202002000 Legal Description: Kaplan Addition, Lot 2, Hickman NE 68372. Parcel ID: 1535200020000 Legal Description: S35, T8, R7, 6th Principal Meridian, Lot 33 NE, Hickman NE 68372. Parcel ID: 1535200021000 Legal Description: S35, T8, R7, 6th Principal Meridian, Lots 29-30 NE, Hickman NE 68372. Planning Commission Chair Maurer opened the Public Hearing at 7:16 PM.

PC Chair Maurer called those speaking in favor to come forward to the podium to be heard. Four parties were present in the audience. None of them approached the podium; however, they did announce from their seats that they were all in favor.

PC Chair Maurer called those speaking in opposition to come forward to the podium to be heard – None.

PC Chair Maurer called those speaking in neutral capacity to come forward to the podium to be heard – None.

Motion by PC Member Echterkamp and a second by Ostrander to close the Public Hearing at 7:17 PM. The following PC Members voted "YEA," Huenink, Nore, Echterkamp, Pomajzl, Seuferer, Tran, Ostrander, and Maurer. The following PC Members voted "NAY," none. Motion passed 8-0.

- B. The purpose of the hearing is to provide an opportunity for public comment on a Final Plat submitted for the purpose of redistributing boundary lines for three parcels, making four parcels in Hickman's extraterritorial jurisdiction using 52.18 acres, as shown on the Final Plat for Kaplan 2nd Addition. The application was provided by REGA Engineering Group Inc. The three lots are generally located south of Hickman Road, north of Wagon Train Road and a ½ mile east of S. 82nd Street. Parcel ID: 1535202002000 Legal Description: Kaplan Addition, Lot 2, Hickman NE 68372. Parcel ID: 1535200020000 Legal Description: S35, T8, R7, 6th Principal Meridian, Lot 33 NE, Hickman NE 68372. Parcel ID: 1535200021000 Legal Description: S35, T8, R7, 6th Principal Meridian, Lots 29-30 NE, Hickman NE 68372. PC Chair Maurer opened to Public Hearing at 7:18 PM.

PC Chair Maurer called those speaking in favor to come forward to the podium to be heard. Four parties were present in the audience. None of them approached the podium; however, they did announce from their seats that they were all in favor.

PC Chair Maurer called those speaking in opposition to come forward to the podium to be heard – None.

PC Chair Maurer called those speaking in neutral capacity to come forward to the podium to be heard – None.

Motion by PC Member Pomajzl and a second by Seuferer to close the Public Hearing at 7:20 PM. The following PC Members voted "YEA," Huenink, Nore, Echterkamp, Pomajzl, Seuferer, Tran, Ostrander, and Maurer. The following PC Members voted "NAY," none. Motion passed 8-0.

Member Kulwicky joined the meeting at 7:20 PM.

Unfinished Business – None

PC Chair Maurer requested reconsideration of Agenda item 3.A. March 23, 2023 Planning Commission Special Meeting Minutes due to lack of a unanimous vote prior in the meeting. Motion made by PC Member Nore and a second by Ostrander approve the March 23, 2023 Planning Commission Special Meeting Minutes. The following PC Members voted "YEA," Huenink, Nore, Kulwicki, Ostrander, and Maurer. The following PC Members voted "ABSTAIN," Echternkamp, Pomajzl, Seuferer, and Tran. The following PC Members voted "NAY," none. Motion passed 5-0.

New Business

- A. Recommendation to the City Council on a Preliminary Plat for Kaplan 2nd Addition, submitted by REGA Engineering Group. Legal Description: Kaplan Addition, Lot 2, Hickman NE 68372. Legal Description: S35, T8, R7, 6th Principal Meridian, Lot 33 NE, Hickman NE 68372. Legal Description: S35, T8, R7, 6th Principal Meridian, Lots 29-30 NE, Hickman NE 68372.

Motion made by PC Member Echternkamp and a second by Pomajzl to recommend the approval of the preliminary plat to City Council, including the waivers noted on the plat, and to accept the applicant's plat name change from Kaplan 2nd Addition to Kaplan 1st Addition. The following PC Members voted "YEA," Huenink, Nore, Echternkamp, Pomajzl, Seuferer, Tran, Ostrander, and Maurer. The following PC Member voted "ABSTAIN," Kulwicki. The following PC Members voted "NAY," none. Motion passed 8-0.

- B. Recommendation to the City Council on a Final Plat for Kaplan 2nd Addition submitted by REGA Engineering Group. Legal Description: Kaplan Addition, Lot 2, Hickman NE 68372. Legal Description: S35, T8, R7, 6th Principal Meridian, Lot 33 NE, Hickman NE 68372. Legal Description: S35, T8, R7, 6th Principal Meridian, Lots 29-30 NE, Hickman NE 68372.

Motion made by PC Member Seuferer and a second by Pomajzl to recommend approval of the final plat to the City Council, and to accept the applicant's plat name change from Kaplan 2nd Addition to Kaplan 1st Addition. The following PC Members voted "YEA," Huenink, Nore, Echternkamp, Pomajzl, Seuferer, Tran, Ostrander, and Maurer. The following PC Member voted "ABSTAIN," Kulwicki. The following PC Members voted "NAY," none. Motion passed 8-0.

Planning Commission Comments & Correspondence

PC Members discussed the Draft Update to the Zoning Regulations for the City of Hickman and its Zoning Authority. The City Zoning Officer explained to PC Members that Keith Marvin is continuing to work on the draft version and the Zoning Map is nearly complete and Mr. Marvin is half way through the formatting. City Staff will continue to Zoom/communicate with Mr. Marvin on the document. No action taken.

Meeting Adjournment

Motion by PC Member Kulwicki and a second by Echternkamp to adjourn at 7:38 PM. The following PC Members voted "YEA," Huenink, Nore, Echternkamp, Pomajzl, Seuferer, Kulwicki, Tran, Ostrander, and Maurer. The following PC Members voted "NAY," none. Motion passed 8-0.

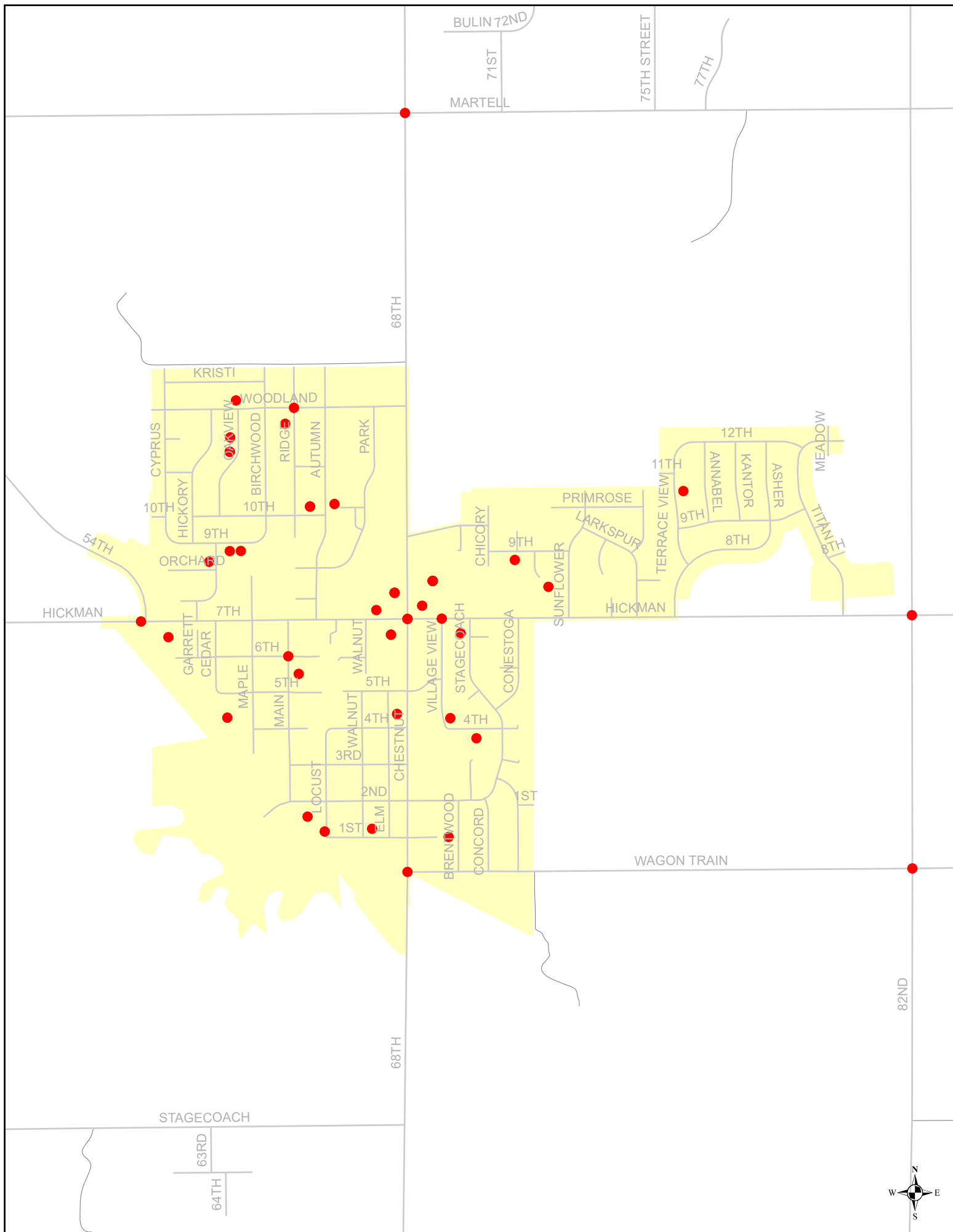

Josh Maurer, Chair

6-6-23
Date


Karissa Draper, Recording Clerk

6.6.23
Date

Lancaster County Sheriff's Office - Calls for Service - May 2023



<u>LOCATION</u>	<u>CASE</u>	<u>INC ABBR</u>	<u>DATE</u>	<u>TREC</u>	<u>DEPNAME</u>
18940 S 68TH ST	C3003043	SUSPICIOUS PERSON	5/1/2023	927	22176 SARNES
S 68TH ST & HICKMAN RD	C3003053	TRAFFIC OTHER	5/1/2023	1650	22105 OSTERHAUS
RIDGE RD & WOODLAND BLVD	C3003054	TRAFFIC OTHER	5/1/2023	1725	22105 OSTERHAUS
S 68TH ST & WAGON TRAIN RD	C3003078	MENTAL INVEST	5/2/2023	1312	22176 SARNES
115 LOCUST ST	C3003116	MISC OTHER	5/4/2023	848	22187 LATHROP
401 W 7TH ST	C3003127	TRAFFIC SUSP DRIVER	5/4/2023	1715	22190 KINGSWOOD
107 W 9TH ST	C3003131	ANIMAL DOG BITE/INJ	5/4/2023	1932	22208 SCHENDT
18955 S 68TH ST	C3003137	ALARM FALSE	5/4/2023	2214	22208 SCHENDT
613 STAGECOACH AVE	C3003190	SPEC SVC CRIME PREV	5/6/2023	1747	22208 SCHENDT
18940 S 68TH ST	C3003211	WARRANT	5/7/2023	1651	22105 OSTERHAUS
1004 AUTUMN RD	C3003213	ANIMAL DOG BITE/INJ	5/7/2023	1654	22155 BUTTERS
S 82ND ST & WAGON TRAIN RD	C3003275	TRAFFIC OTHER	5/9/2023	1621	22105 OSTERHAUS
1211 RIDGE RD	C3003277	ANIMAL OTHER	5/9/2023	1639	22105 OSTERHAUS
1235 OAKVIEW DR	C3003284	SPEC SVC CHECK WELF	5/9/2023	1828	22105 OSTERHAUS
655 CHESTNUT ST	C3003311	MISC OTHER	5/10/2023	1320	22215 SAWTELLE
1032 TERRACE VIEW DR	C3003317	ALARM FALSE	5/10/2023	1702	22208 SCHENDT
707 E 4TH ST	C3003318	WARRANT	5/10/2023	1634	22201 KINGSWOOD
1235 OAKVIEW DR	C3003325	SPEC SVC CHECK WELF	5/10/2023	2030	22208 SCHENDT
655 CHESTNUT ST	C3003342	SUSPICIOUS PERSON	5/11/2023	1353	22187 LATHROP
18940 S 68TH ST	C3003382	DISTURB ARGU/FIGHT	5/12/2023	1520	22208 SCHENDT
407 MAPLE ST	C3003393	SUSPICIOUS PERSON	5/12/2023	2021	22208 SCHENDT
18955 S 68TH ST	C3003398	ALARM FALSE	5/12/2023	2258	22208 SCHENDT
102 WALNUT ST	C3003411	SPEC SVC CHECK WELF	5/13/2023	1052	22187 LATHROP
210 ORCHARD PL	C3003423	ANIMAL DOG AT LARGE	5/13/2023	2017	22208 SCHENDT
103 W 9TH ST	C3003444	SPEC SVC CHECK WELF	5/14/2023	1407	22180 SCHNIEDER
810 COLUMBINE CIR	C3003447	SPEC SVC CHECK WELF	5/14/2023	1548	22188 BONK
VILLAGE VIEW DR & HICKMAN RD	C3003454	SUSPICIOUS VEHICLE	5/14/2023	2207	22191 EWBANK
431 CHESTNUT ST	C3003457	MEDICAL EMERG OTHER	5/15/2023	118	22191 EWBANK
6TH ST & MAIN ST	C3003472	TRAFFIC PARK OTHER	5/15/2023	1517	22155 BUTTERS
810 W 10TH ST	C3003496	SUSPICIOUS PERSON	5/16/2023	1822	22155 BUTTERS
810 W 10TH ST	C3003502	MISC OTHER	5/16/2023	2130	22191 EWBANK
6800 HICKMAN RD	C3003522	SPEC SVC CHECK WELF	5/17/2023	1711	22208 SCHENDT
115 LOCUST ST	C3003549	PROP FOUND ITEM	5/18/2023	1540	22208 SCHENDT
S 82ND ST & HICKMAN RD	C3003560	TRAFFIC SUSP DRIVER	5/18/2023	2247	22209 SEIBERT
6700 HICKMAN RD	C3003582	DISTURBANCE OTHER	5/19/2023	1623	22208 SCHENDT
18940 S 68TH ST	C3003629	MISC OTHER	5/20/2023	2044	22208 SCHENDT
532 MAIN ST	C3003637	SUSPICIOUS VEHICLE	5/21/2023	159	22168 DAHLKE
18955 S 68TH ST	C3003641	ALARM COMMERCIAL	5/21/2023	615	22209 SEIBERT
815 E 9TH ST	C3003690	MEDICAL EMERG OTHER	5/23/2023	352	22139 BRYANT
S 54TH ST & HICKMAN RD	C3003781	MISC OTHER	5/25/2023	1959	22208 SCHENDT
200 WOODLAND BLVD	C3003784	ACC PROP DMG	5/25/2023	2025	22208 SCHENDT
422 VILLAGE VIEW DR	C3003851	DISTURBANCE OTHER	5/27/2023	2021	22208 SCHENDT
1255 OAKVIEW DR	C3003859	MISS PERS JUV/RUN	5/27/2023	2143	22208 SCHENDT
S 68TH ST & HICKMAN RD	C3003932	TRAFFIC OTHER	5/30/2023	1347	22180 SCHNIEDER
109 BRENTWOOD AVE	C3003941	DISTURBANCE OTHER	5/30/2023	1929	22155 BUTTERS

May 2023 Community Center Report

16 Inquiries

2 Tours

60 Participants Sign in for Open Gym Time

In Meeting Room, A&B

- 10 Nonprofit Meetings
- Rehearsal Dinner
- Youth Sports Pictures
- Education Seminar

In the Multipurpose Room

- Volleyball Practices
- Basketball Practices
- Youth Sports Pictures
- Norris Skills USA Banquet
- Norris Trap Banquet
- 6 Graduation Parties
- Birthday Party

Upcoming Events for Community

- Basketball Practices
- 2 Birthday Parties
- Norris Girls Soccer Banquet 6.13
- 40th Wedding Anniversary 7.8
- Family Reunion 7.23
- Hay Days 7.28 & 7.29

Damage to report: Nothing to report.

PUBLIC NOTICE
City of Hickman, Nebraska
City Council Meeting

Notice is hereby given that the Hickman City Council will hold a public hearing on Tuesday, June 13, 2023, during the regular meeting beginning at 7:00 pm at the Hickman Community Center/City Hall 115 Locust Street, Room 128 Hickman, Nebraska.

The purpose of the hearing is to provide an opportunity for public comment on a Preliminary Plat submitted for the purpose of redistributing boundary lines for three parcels, making four parcels in Hickman's extraterritorial jurisdiction using 52.18 acres, as shown on the Preliminary Plat for Kaplan 1st Addition. The application was provided by REGA Engineering Group Inc.

The three lots are generally located south of Hickman Road, north of Wagon Train Road and a ½ mile east of S. 82nd Street. Parcel ID: 1535202002000 Legal Description: Kaplan Addition, Lot 2, Hickman NE 68372. Parcel ID: 1535200020000 Legal Description: S35, T8, R7, 6th Principal Meridian, Lot 33 NE, Hickman NE 68372. Parcel ID: 1535200021000 Legal Description: S35, T8, R7, 6th Principal Meridian, Lots 29-30 NE, Hickman NE 68372.

Jaala Johnson
City Clerk

The Voice News

P.O. Box 148
Hickman, NE 68372-0148
402-792-2255

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	3026611	DUE DATE	7/1/2023
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BILL TO
City of Hickman ATTN: Clerk 115 Locust Street Hickman, NE 68372

THE STATE OF NEBRASKA } Darren P. Ivy, being duly sworn,
County of Lancaster } ss. says that he is the publisher of

VOICE NEWS

News of Otoe, Johnson, Gage, Cass, Lancaster & Scotts Bluff Counties,

a legal newspaper which is published and is in general circulation in Lancaster, Gage, Johnson, Otoe, Cass and Scotts Bluff Counties, Nebraska, and is printed in the English Language weekly at its office in Hickman, Nebraska; that said newspaper has been so published for more than fifty-two successive weeks prior to the publication of the annexed notice, and has a bona fide circulation of more than three hundred copies each issue. That to affiant's personal knowledge, the annexed notice was published in said newspaper:

**PUBLIC NOTICE
CITY OF HICKMAN, NEBRASKA
CITY COUNCIL MEETING**

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Jaala Johnson
City Clerk

June 1 - 36 Ins
ZNEZ

1	Successive Week(s)
Beginning with the issue of:	6/1/2023
and ending with the issue of:	6/1/2023
Publisher's fee at Legal Rate is:	\$15.15

Darren P. Ivy

Darren P. Ivy, Publisher

Summary Information	Weekly Cost
Notice of June 13 Public Hearing Kaplan 1st Addition Preliminary Plat - June 1	15.15

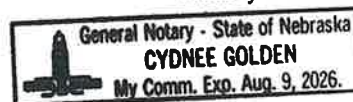
Subscribed and sworn before me, this _____ day of _____

June

20 *23*

Cyndee Golden

Notary Public





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

APPLICATION FOR PRELIMINARY PLAT # 2023-45

Legal Description and Location: _____

Subdivider:

Name: MITCHEL & CYNTHIA BAUMAN
Address: 6971 MORNINGSIDE AVE.
SIOUX CITY, IA 51106
Telephone: _____

Agent: (Authorized to act on Subdivider's behalf)

Name: REGA ENGINEERING GROUP, Inc.
Address: 601 OLD CHENEY, SUITE A
LINCOLN, NE 68512
Telephone: 402-484-7342

Name of Preliminary Plat: KAPLAN 2ND ADDITION Number of Lots: 4

Subdivision Preliminary Plat Fee \$1,000.00 + \$10.00 per Lot

Fee Total: 1,040.00

A. Does the subdivider have any interest in the land surrounding the preliminary plat? Yes _____ No X
If yes, please describe the nature of such interest:

B. Will the preliminary plat require any zoning or other action (rezoning, planned development, conditional use or vacations) to complete the development? Yes _____ No X. If yes please describe the nature of action:

C. Does the preliminary plat deviate from the requirements of the Land Subdivision Ordinance of the City of Hickman or the City's Design Standards: Yes _____ No X. If yes, please state each deviation, how the proposal meets the intent of the subdivision ordinance and why the proposal should be accepted (Additional sheets may be added):

D. Is any part of the land within the preliminary plat within a flood plain? Yes _____ No X. If yes, please include the following information: Hydrological and grade information to determine frequency and extent of inundation of flood waters; location of proposed use and type of use; areas of habitation and employment to include location, size and floor elevation of any structures, location and elevation of parking areas, use, location and elevation of open space; all plans and other information conform to Development Standards; limits of the flood plain; amount of Fill Material brought into the flood plain; a certificate that grading will not result in any increase in the flood plain. (Additional sheets may be added):

[Signature]
Signature of Applicant

DILLON REESE
Printed Name

1/27/23
Date

[Signature]
Signature of City Staff

[Signature]
Printed Name

4-1-23
Date

Office Use Only
Receipt No. 7242 Date: 3.30.23 Preliminary Plat #: 2023-45 Fee paid \$ 1040.00



File No. 221102
April 27, 2023

Heidi Hoglund
Director of Permits, Zoning, and Codes Enforcement
City of Hickman
115 Locust Street
P.O. Box 127
Hickman, NE 68372

RE: KAPLAN 2ND ADDITION
PRELIMINARY PLAT

Dear Heidi,

On behalf of Mitchel & Cynthia Bauman, we are submitting an application for the preliminary plat of Kaplan 2nd Addition. The proposed plat will be 4 lots for development of single family housing. Lots 1-3 will access the site off Hickman Road and Lot 4 will have access via Wagon Train Road.

The proposed CUP Boundary includes 52.18 acres which is currently TA Zoning. The property is surrounded on the West and East by single family dwelling units and on the South and Southwest by acreage lots.

The development includes 4 single family lots and one Right-Of-Way take to be dedicated to Hickman Road.

A meeting and/or information of the development will take place and/or be given to the surrounding neighbors and neighborhood associations prior to the Planning Commission meeting.

The following waivers are being requested as follows:

1. BOTH EXISTING AND PROPOSED GRADES SHALL BE SHOWN
(Preliminary Plat Specifications 3.03.02, 3.03.12)
No plans are made to change any grades on the subject property.
2. ITEMIZED COST ESTIMATE FOR PUBLIC IMPROVEMENTS
(Preliminary Plat Specifications 3.03.15)
There are not any needed public improvements for this project. All sanitary systems are to be private.
EROSION AND SEDIMENT CONTROL PLAN
(Preliminary Plat Specifications 3.03.16)
There is no new grading plan for the project so there is no need for an erosion and sediment control plan.
4. SANITARY SEWER PLAN, DRAINAGE STUDY AND STREET PROFILES
(Preliminary Plat Specifications 3.03.22)
All sanitary sewer is to be private. There are no proposed changes to grading. No new streets are proposed.
5. No sidewalks. (rural development)
6. No pedestrian easement for blocks greater than 600 feet. (rural subdivision)
7. Block length. (rural subdivision)
8. Landscape screening. (rural development with existing trees for screening)
9. No street lighting. (rural subdivision)
10. No street trees. (rural subdivision with existing trees)
11. 10% open space for public use calculated from overall boundary of the preliminary plat. (rural development)

We look forward to meeting with the Planning Department and other City Departments on this application. Please do not hesitate to contact me if you have any questions, comments or concerns.

Sincerely,

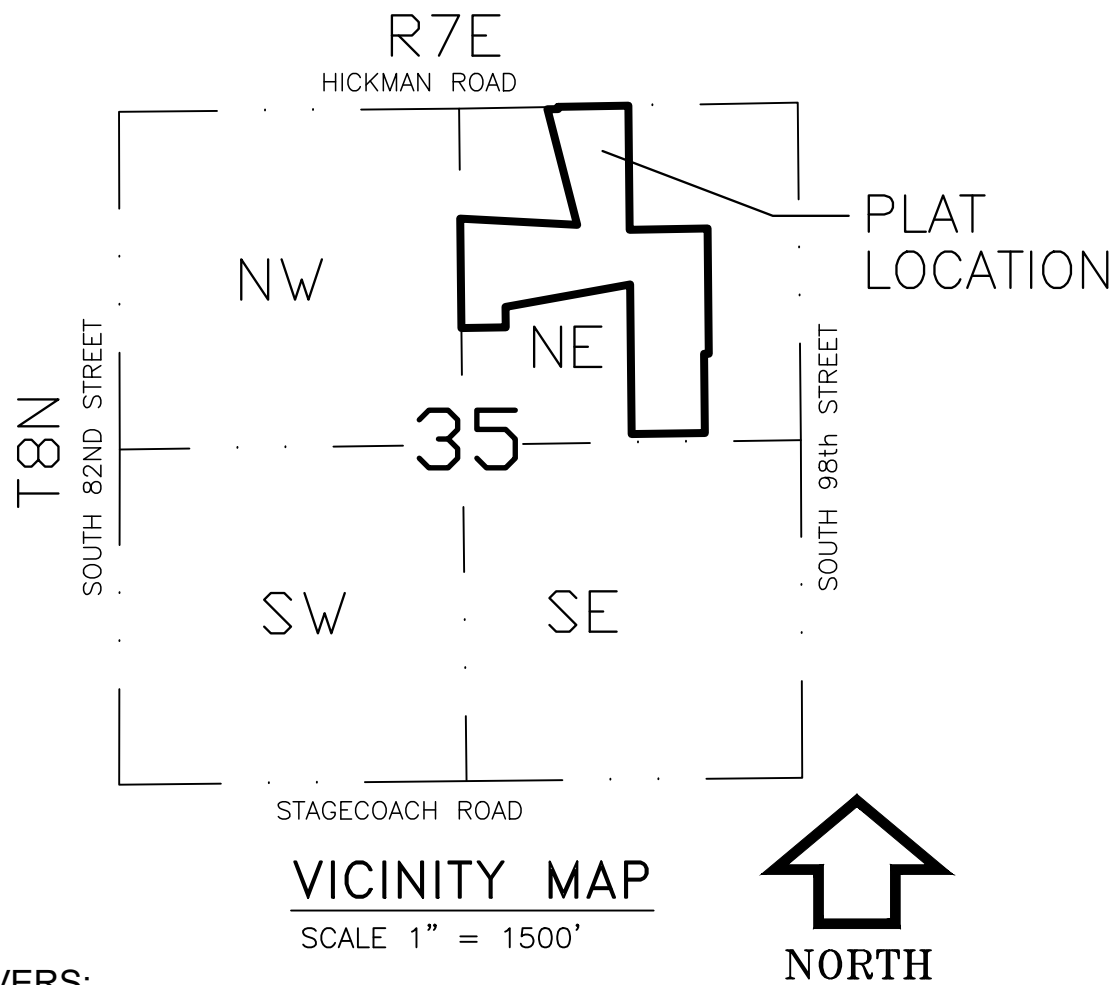
Dillon Reese

Cc: Mitchel Bauman
Enclosures: Preliminary Plat Application Check \$1,040.00

REVISIONS			
NO.	DESCRIPTION	DATE	BY
	CITY COMMENTS	05/01/23	RDR

KAPLAN 1ST ADDITION

PRELIMINARY PLAT



LEGAL DESCRIPTION

A parcel of land being all of Lot 2 as shown on Kaplan Addition, Lot 33 I.T., and Lot 29-30 I.T., and a portion of the 33' Statutory Right-Of-Way of Hickman Road and Wagon Train Road, located in the NE 1/4 of Section 35, T.8.N., R.7.E. of the 6th P.M., Lancaster County, Nebraska and more particularly described as follows:

Commencing at the NW corner of said NE 1/4;

Thence on the North Line of said NE 1/4, N88°59'13"E, 690.06 feet to the **Point Of Beginning**, all bearings hereon are relative thereto;

Thence continuing on said North line, N88°59'13"E, 632.99 feet to the N 1/4 Corner of said NE 1/4;

Thence departing said North line on West line of the E 1/2 of said NE 1/4, S00°34'27"E, 1002.90 feet to the NW corner of said Lot 29-30 I.T.;

Thence on the boundaries of said Lot 29-30 I.T. the following six (6) courses:

Thence N89°01'17"E, 608.89 feet;

Thence S00°33'01"E, 978.55 feet;

Thence S89°12'19"W, 36.77 feet;

Thence S00°34'09"E, 652.10 feet to the South line of said NE 1/4;

Thence on said South line S89°12'56"W, 571.66 feet to the South 1/4 Corner of said NE 1/4;

Thence on the East line of the West half of said NE 1/4, N00°34'26"W, 1201.32 feet to the SE corner of said Lot 33 I.T.;

Thence on the boundaries of said Lot 33 I.T. the following five (5) courses:

Thence S79°47'46"W, 989.70 feet;

Thence S00°39'12"E, 159.62 feet;

Thence S89°09'13"W, 346.26 feet to the West line of said NE 1/4;

Thence on said West line, N00°36'49"W, 854.94 feet;

Thence S86°55'27"E, 915.00 feet to the SW corner of said Lot 2;

Thence on the West boundary of said Lot 2, N14°25'49"W, 932.59 feet to the NW Corner of said Lot 2,

Thence N01°00'47"W, 50.00 feet to the North Line of said NE 1/4 and the **Point Of Beginning**.

Containing a calculated area of 2,314,104 square feet or 53.12 acres more or less.

WAIVERS:

- BOTH EXISTING AND PROPOSED GRADES SHALL BE SHOWN**
i.(Preliminary Plat Specifications 3.03.02, 3.03.12)
ii.No plans are made to change any grades on the subject property.
- ITEMIZED COST ESTIMATE FOR PUBLIC IMPROVEMENTS**
i.(Preliminary Plat Specifications 3.03.15)
ii.There are not any needed public improvements for this project. All sanitary systems are to be private.
- EROSION AND SEDIMENT CONTROL PLAN**
i.(Preliminary Plat Specifications 3.03.16)
ii.There is no new grading plan for the project so there is no need for an erosion and sediment control plan.
- SANITARY SEWER PLAN, DRAINAGE STUDY AND STREET PROFILES**
i.(Preliminary Plat Specifications 3.03.22)
ii.All sanitary sewer is to be private. There are no proposed changes to grading. No new streets are proposed.
- SIDEWALKS**
i.(Design Standards 5.21 & Required Improvements 6.07)
ii.(Rural development)
- PEDESTRIAN EASEMENT FOR BLOCKS GREATER THAN 600 FEET**
i.(Design Standards 5.15)
ii.(Rural subdivision)
- BLOCK LENGTH**
i.(Design Standards 5.15)
ii.(Rural subdivision)
- LANDSCAPE SCREENING**
i.(Required Improvements 6.06)
ii.(Rural development with existing trees for screening)
- STREET LIGHTING**
i.(Required Improvements 6.05.02)
ii.(Rural subdivision)
- 10% OPEN SPACE FOR PUBLIC USE**
i.(Dedications and Preservation of Public Land 7.02)
ii.(Rural development)

OWNER:

MITCHELL & CYNTHIA BAUMAN
6971 MORNINGSIDE AVE,
SIOUX CITY, IA 51106

SURVEYOR:

LYLE LOTH
REGA ENGINEERING GROUP, INC.
601 OLD CHENEY ROAD, SUITE 'A'
LINCOLN, NE 68512 (402)484-7342

OWNER:

BRIAN & LINSEY POOLE
9300 WAGON TRAIN RD.,
HICKMAN, NE 68372

ENGINEER:

NATHANIEL P. BURNETT
REGA ENGINEERING GROUP, INC.
601 OLD CHENEY ROAD, SUITE 'A'
LINCOLN, NE 68512 (402)484-7342

SHEET LEGEND:

VERBIAGE PAGE 1
OVERALL DRAWING PAGE 2

REVIEW OF LANCASTER COUNTY SURVEYOR

This final plat of KAPLAN 1ST ADDITION was reviewed by the office of Lancaster County Surveyor on this ____ day of _____, 2023.

Lancaster County Surveyor

ACCEPTANCE BY HICKMAN CITY ENGINEER

This final plat of KAPLAN 1ST ADDITION was reviewed and approved by the Hickman City Engineer on this ____ day of _____, 2023.

Hickman City Engineer

APPROVAL OF THE PLANNING COMMISSION OF HICKMAN, NEBRASKA

This Final Plat of KAPLAN 1ST ADDITION was approved by the Hickman planning commission on this ____ day of _____, 2023

Chairperson, Hickman Planning Commission

ACCEPTANCE OF CITY OF HICKMAN

This final plat of KAPLAN 1ST ADDITION was approved by the City Council of the City of Hickman, Nebraska

on this ____ day of _____, 2023, In accordance with the state statutes of Nebraska.

Mayor

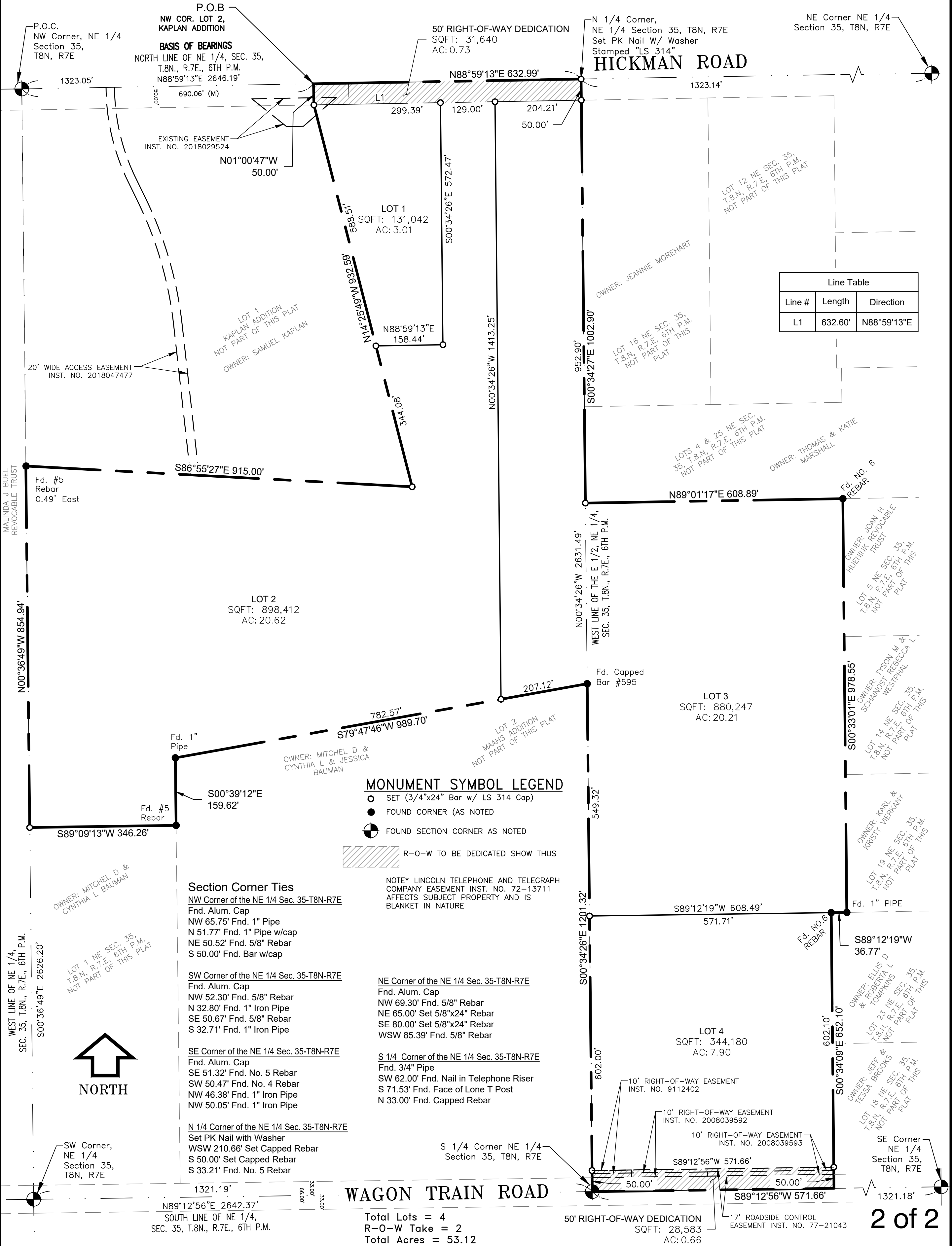
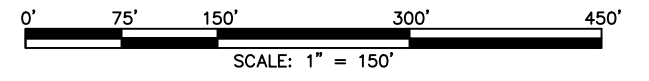
Attest _____
City Clerk

REVISIONS

NO.	DESCRIPTION	DATE	BY
	CITY COMMENTS	05/01/23	RDR

KAPLAN 1ST ADDITION

PRELIMINARY PLAT



Line #	Length	Direction
L1	632.60'	N88°59'13"E

MONUMENT SYMBOL LEGEND

- SET (3/4"x24" Bar w/ LS 314 Cap)
- FOUND CORNER (AS NOTED)
- ⊙ FOUND SECTION CORNER AS NOTED
- ▨ R-O-W TO BE DEDICATED SHOW THUS

Section Corner Ties

NW Corner of the NE 1/4 Sec. 35-T8N-R7E

- Fnd. Alum. Cap
- NW 65.75' Fnd. 1" Pipe
- N 51.77' Fnd. 1" Pipe w/cap
- NE 50.52' Fnd. 5/8" Rebar
- S 50.00' Fnd. Bar w/cap

SW Corner of the NE 1/4 Sec. 35-T8N-R7E

- Fnd. Alum. Cap
- NW 52.30' Fnd. 5/8" Rebar
- N 32.80' Fnd. 1" Iron Pipe
- SE 50.67' Fnd. 5/8" Rebar
- S 32.71' Fnd. 1" Iron Pipe

SE Corner of the NE 1/4 Sec. 35-T8N-R7E

- Fnd. Alum. Cap
- SE 51.32' Fnd. No. 5 Rebar
- SW 50.47' Fnd. No. 4 Rebar
- NW 46.38' Fnd. 1" Iron Pipe
- NW 50.05' Fnd. 1" Iron Pipe

N 1/4 Corner of the NE 1/4 Sec. 35-T8N-R7E

- Set PK Nail with Washer
- WSW 210.66' Set Capped Rebar
- S 50.00' Set Capped Rebar
- S 33.21' Fnd. No. 5 Rebar

NOTE* LINCOLN TELEPHONE AND TELEGRAPH COMPANY EASEMENT INST. NO. 72-13711 AFFECTS SUBJECT PROPERTY AND IS BLANKET IN NATURE

NE Corner of the NE 1/4 Sec. 35-T8N-R7E

- Fnd. Alum. Cap
- NW 69.30' Fnd. 5/8" Rebar
- NE 65.00' Set 5/8"x24" Rebar
- SE 80.00' Set 5/8"x24" Rebar
- WSW 85.39' Fnd. 5/8" Rebar

S 1/4 Corner of the NE 1/4 Sec. 35-T8N-R7E

- Fnd. 3/4" Pipe
- SW 62.00' Fnd. Nail in Telephone Riser
- S 71.53' Fnd. Face of Lone T Post
- N 33.00' Fnd. Capped Rebar

S 1/4 Corner NE 1/4 Section 35, T8N, R7E

WAGON TRAIN ROAD

Total Lots = 4
 R-O-W Take = 2
 Total Acres = 53.12

50' RIGHT-OF-WAY DEDICATION
 SQFT: 28,583
 AC: 0.66

PUBLIC NOTICE
City of Hickman, Nebraska
City Council Meeting

Notice is hereby given that the Hickman City Council will hold a public hearing on Tuesday, June 13, 2023, during the regular meeting beginning at 7:00 pm at the Hickman Community Center/City Hall 115 Locust Street, Room 128 Hickman, Nebraska.

The purpose of the hearing is to provide an opportunity for public comment on a Final Plat submitted for the purpose of redistributing boundary lines for three parcels, making four parcels in Hickman's extraterritorial jurisdiction using 52.18 acres, as shown on the Final Plat for Kaplan 1st Addition. The application was provided by REGA Engineering Group Inc.

The three lots are generally located south of Hickman Road, north of Wagon Train Road and a 1/2 mile east of S. 82nd Street. Parcel ID: 1535202002000 Legal Description: Kaplan Addition, Lot 2, Hickman NE 68372. Parcel ID: 1535200020000 Legal Description: S35, T8, R7, 6th Principal Meridian, Lot 33 NE, Hickman NE 68372. Parcel ID: 1535200021000 Legal Description: S35, T8, R7, 6th Principal Meridian, Lots 29-30 NE, Hickman NE 68372.

Jaala Johnson
City Clerk

The Voice News

P.O. Box 148
 Hickman, NE 68372-0148
 402-792-2255

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	3026610	DUE DATE	7/1/2023
-----------	---------	----------	----------

BILL TO
City of Hickman ATTN: Clerk 115 Locust Street Hickman, NE 68372

THE STATE OF NEBRASKA } Darren P. Ivy, being duly sworn,
 County of Lancaster } ss. says that he is the publisher of

VOICE NEWS

News of Otoe, Johnson, Gage, Cass, Lancaster & Scotts Bluff Counties,

a legal newspaper which is published and is in general circulation in Lancaster, Gage, Johnson, Otoe, Cass and Scotts Bluff Counties, Nebraska, and is printed in the English Language weekly at its office in Hickman, Nebraska; that said newspaper has been so published for more than fifty-two successive weeks prior to the publication of the annexed notice, and has a bona fide circulation of more than three hundred copies each issue. That to affiant's personal knowledge, the annexed notice was published in said newspaper:

**PUBLIC NOTICE
 CITY OF HICKMAN, NEBRASKA
 CITY COUNCIL MEETING**

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Jaala Johnson
 City Clerk

June 1 - 36 Ins
 ZNEZ

1	Successive Week(s)
Beginning with the issue of:	6/1/2023
and ending with the issue of:	6/1/2023
Publisher's fee at Legal Rate is:	\$15.15

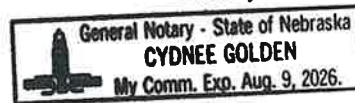
Darren P. Ivy

Darren P. Ivy, Publisher

Summary Information	Weekly Cost
Notice of June 13 Public Hearing Kaplan 1st Addition - June 1	15.15

Subscribed and sworn before me, this 1 day of June, 2023

Cydnee Golden
 Notary Public





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

APPLICATION FOR FINAL PLAT

Legal Description and Location: A parcel of land being all of Lot 2 as shown on Kaplan Addition, Lot 33 I.T., and Lot 29-30 I.T., located in the NE 1/4 of Section 35, T.8.N., R.7.E. of the 6th P.M., Lancaster County, Nebraska

Subdivider:
Name: Mitchel & Cynthia Bauman
Address: 6971 Morningside Ave
Sioux City, IA 51106
Telephone:

Agent: (Authorized to act on Subdivider's behalf)
Name: REGA Engineering Group, Inc.
Address: 601 Old Cheney, Suite A
Lincoln, NE 68512
Telephone: 402-484-7342

Name of Final Plat: Kaplan 2nd Addition **Number of Lots:** 4
Subdivision Final Plat Fee \$200.00 + \$10.00 per Lot (\$2,000 max per lot fee) **Fee Total:** \$240.00

- A. Does the subdivider have any interest in the land surrounding the final plat? Yes__ No_X If yes, please describe the nature of such interest:.
- B. Will the final plat require any zoning or other action (rezoning, planned development, conditional use or vacations) to complete the development? Yes__ No X If yes please describe the nature of action:
- C. The final plat is based upon the ^{Preliminary} Final Plat for KAPLAN 2ND ADDITION, approved by the City Council on _____, 2023, Inst. No. _____.
- D. Is the final plat consistent with the approved preliminary plat? Yes X No ____ If not, please explain the proposed changes and the reasons on an additional sheet.
- E. Have all the improvements required by the preliminary plat been completed? Yes____ No X (Please check the Planning Commission's letter indicating the approval of the preliminary plat.) If not, which improvements have not been completed: No improvements have been completed.

[Signature]

DILLON REESE

1/27/2023

Signature of Applicant

Printed Name

Date

[Signature]

[Signature]

4-1-23

Signature of City Staff

Printed Name

Date

City Use Only

Receipt No. 7243 Date: 3.30.23 Final Plat #: 2023-46 Fee paid \$ 240.00



File No. 221102
January 27, 2023

Heidi Hoglund
Director of Permits, Zoning, and Codes Enforcement
City of Hickman
115 Locust Street
P.O. Box 127
Hickman, NE 68372

RE: KAPLAN 2ND ADDITION
FINAL PLAT

Dear Heidi,

On behalf of Mitchel & Cynthia Bauman, we are submitting an application for the final plat of Kaplan 2nd Addition. The proposed plat will be 4 lots for development of single family housing. The development will access the site off Hickman Road.

Please reach out to me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'DR', is written over a light blue horizontal line.

Dillon Reese

Cc: Mitchel Bauman

Enclosures:
Final Plat Application
Check \$240.00

REVISIONS			
NO.	DESCRIPTION	DATE	BY
	CITY COMMENTS	05/01/23	RDR

KAPLAN 1ST ADDITION

FINAL PLAT

LEGAL DESCRIPTION

A parcel of land being all of Lot 2 as shown on Kaplan Addition, Lot 33 I.T., and Lot 29-30 I.T., and a portion of the 33' Statutory Right-Of-Way of Hickman Road and Wagon Train Road, located in the NE 1/4 of Section 35, T.8.N., R.7.E. of the 6th P.M., Lancaster County, Nebraska and more particularly described as follows:

Commencing at the NW corner of said NE 1/4;

Thence on the North Line of said NE 1/4, N88°59'13"E, 690.06 feet to the **Point Of Beginning**, all bearings hereon are relative thereto;

Thence continuing on said North line, N88°59'13"E, 632.99 feet to the N 1/4 Corner of said NE 1/4;

Thence departing said North line on West line of the E 1/2 of said NE 1/4, S00°34'27"E, 1002.90 feet to the NW corner of said Lot 29-30 I.T.;

Thence on the boundaries of said Lot 29-30 I.T. the following six (6) courses:

Thence N89°01'17"E, 608.89 feet;

Thence S00°33'01"E, 978.55 feet;

Thence S89°12'19"W, 36.77 feet;

Thence S00°34'09"E, 652.10 feet to the South line of said NE 1/4;

Thence on said South line S89°12'56"W, 571.66 feet to the South 1/4 Corner of said NE 1/4;

Thence on the East line of the West half of said NE 1/4, N00°34'26"W, 1201.32 feet to the SE corner of said Lot 33 I.T.;

Thence on the boundaries of said Lot 33 I.T. the following five (5) courses:

Thence S79°47'46"W, 989.70 feet;

Thence S00°39'12"E, 159.62 feet;

Thence S89°09'13"W, 346.26 feet to the West line of said NE 1/4;

Thence on said West line, N00°36'49"W, 854.94 feet;

Thence S86°55'27"E, 915.00 feet to the SW corner of said Lot 2;

Thence on the West boundary of said Lot 2, N14°25'49"W, 932.59 feet to the NW Corner of said Lot 2,

Thence N01°00'47W, 50.00 feet to the North Line of said NE 1/4 and the **Point Of Beginning**.

Containing a calculated area of 2,314,104 square feet or 53.12 acres more or less.

SURVEYOR'S CERTIFICATE

I, Lyle L. Loth, hereby certify that I am a professional land surveyor, registered in compliance with the laws of the State of Nebraska, that this plat correctly represents a survey conducted by me or under my direct supervision, that any changes from the description appearing in the last record transfer of the land contained in the final plat are so indicated, that all monuments shown thereon actually exist as described or will be installed and their position is correctly shown and that all dimensional and geodetic data is correct.

DATE
Lyle L. Loth, LS 314

ACCEPTANCE OF CITY OF HICKMAN

This final plat of KAPLAN 1ST ADDITION was approved by the City Council of the City of Hickman, Nebraska

on this _____ day of _____, 2023, in accordance with the state statutes of Nebraska.

Mayor

Attest _____
City Clerk

OWNERS CERTIFICATION

The foregoing plat, known as KAPLAN 1ST ADDITION, as described in the Surveyor's Certificate, is made with free consent and in accordance with the desires of the under signed, sole owner.

We the Mitchel D Bauman, Cynthia L Bauman, Brian D Poole and Linsey K Poole, owners of the real estate shown and described herein, do hereby certify that I have laid out, platted and subdivided, and do hereby lay out, plat and subdivide, said real estate in accordance with this plat.

Each lot shall have only one residential access.

Clear title to the land contained in this plat is guaranteed. Any encumbrances or special assessments are explained as follows:

The 50' Right-Of-Way along Hickman Road and Wagon Train Road shown hereon are hereby dedicated to the public.

By: Mitchel D Bauman, Husband

Title: Owner

By: Cynthia L Bauman, Wife

Title: Owner

By: Brian D Poole, Husband

Title: Owner

By: Linsey K Poole, Wife

Title: Owner

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
LANCASTER COUNTY)

On this _____ day of _____, 20____, before me, the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came Mitchel D Bauman and Cynthia L Bauman, to me personally known to be the identical people whose name is affixed to the dedication of the foregoing plat and she acknowledged the same to be her voluntary act and deed.

NOTARY PUBLIC

My commission expires the _____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
LANCASTER COUNTY)

On this _____ day of _____, 20____, before me, the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came Brian D Poole and Linsey K Poole, to me personally known to be the identical people whose name is affixed to the dedication of the foregoing plat and she acknowledged the same to be her voluntary act and deed.

NOTARY PUBLIC

My commission expires the _____ day of _____, 20____.

COUNTY TREASURER'S CERTIFICATION

This is to certify that I found no regular or special taxes due or delinquent against the property described in the Surveyor's Certificate and embraced in this plat as shown by the records of this office.

County Treasurer

Date

ACCEPTANCE BY HICKMAN CITY ENGINEER

This final plat of KAPLAN 1ST ADDITION was reviewed and approved by

the Hickman City Engineer on this _____ day of _____, 2023.

Hickman City Engineer

APPROVAL OF THE PLANNING COMMISSION OF HICKMAN, NEBRASKA

This Final Plat of KAPLAN 1ST ADDITION was approved by the Hickman planning commission on this

_____ day of _____, 2023

Chairperson, Hickman Planning Commission

LIEN HOLDER CONSENT AND SUBORDINATION

The undersigned, holder of that certain lien against real property described in the plat known as "KAPLAN 1ST ADDITION", said lien being recorded in the Office of Register of Deeds of Lancaster County, Nebraska, as Instrument Number 2020033385, does hereby consent to the dedication of and subordinate the Lien to any utility (sewer, water, electric, cable TV, telephone, natural gas) easements, or streets, or roads, pedestrian way easements, and access easements and relinquishments of access, dedicated to the public, all as shown on the Plat, but not otherwise. The undersigned confirms that it is the holder of the Lien and has not assigned the Lien to any other person.

Charter West Bank

Trustee & Beneficiary

By: _____
Signature

Print Name

Print Title

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
LANCASTER COUNTY)

The foregoing instrument was acknowledged before me this _____ day of

_____, 20____, by _____,

Print Name
on behalf of said Charter West Bank

Print Title

NOTARY PUBLIC

My commission expires the _____ day of _____, 20____.

LIEN HOLDER CONSENT AND SUBORDINATION

The undersigned, holder of that certain lien against real property described in the plat known as "KAPLAN 1ST ADDITION", said lien being recorded in the Office of Register of Deeds of Lancaster County, Nebraska, as Instrument Numbers 2020034969 and 2020044762, does hereby consent to the dedication of and subordinate the Lien to any utility (sewer, water, electric, cable TV, telephone, natural gas) easements, or streets, or roads, pedestrian way easements, and access easements and relinquishments of access, dedicated to the public, all as shown on the Plat, but not otherwise. The undersigned confirms that it is the holder of the Lien and has not assigned the Lien to any other person.

Union Bank and Trust Company

Trustee & Beneficiary

By: _____
Signature

Print Name

Print Title

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
LANCASTER COUNTY)

The foregoing instrument was acknowledged before me this _____ day of

_____, 20____, by _____,

Print Name
on behalf of said Union Bank and Trust Company

Print Title

NOTARY PUBLIC

My commission expires the _____ day of _____, 20____.

REVIEW OF LANCASTER COUNTY SURVEYOR

This final plat of KAPLAN 1ST ADDITION was reviewed by the office of

Lancaster County Surveyor on this _____ day of _____, 2023.

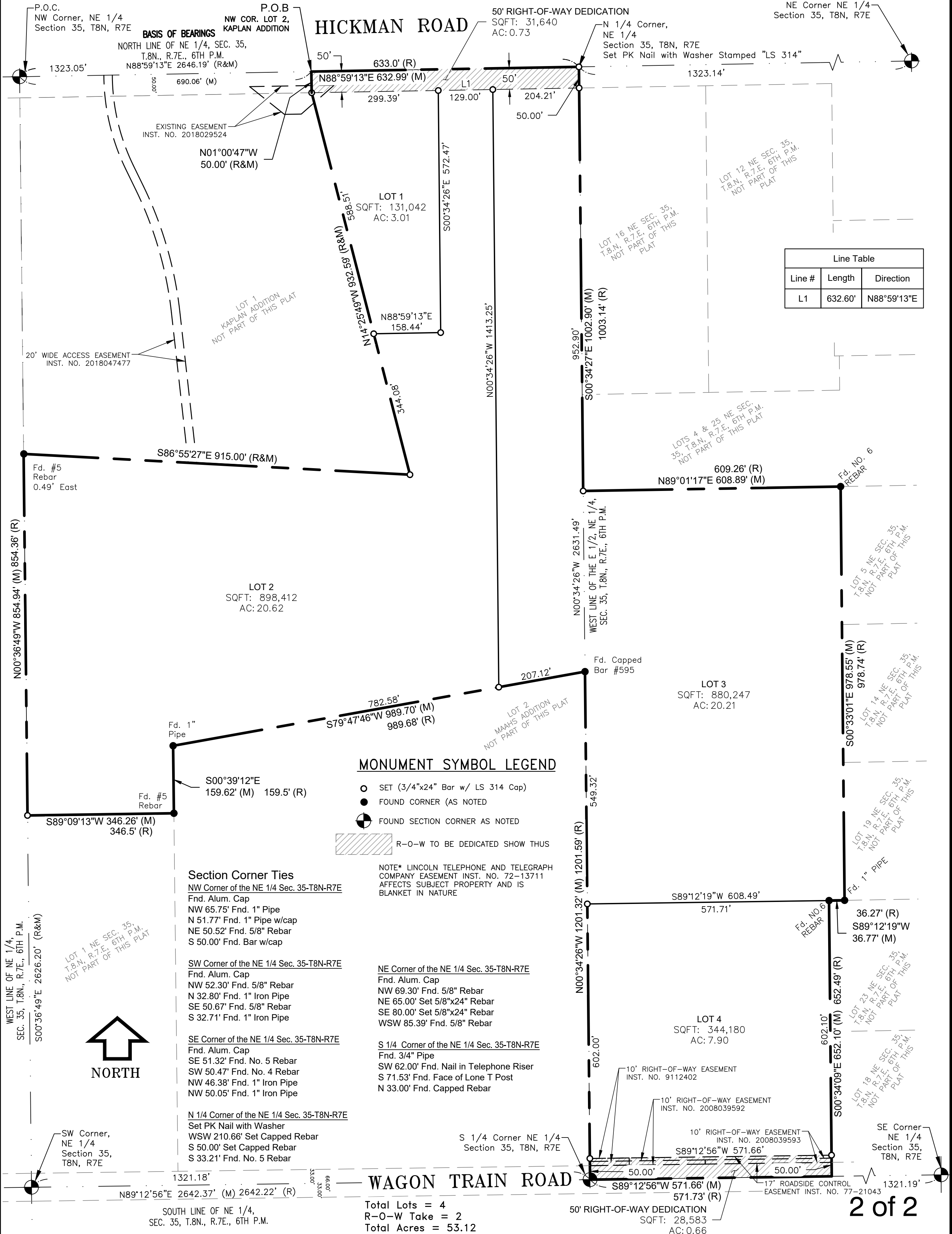
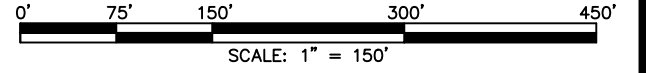
Lancaster County Surveyor

REVISIONS

NO.	DESCRIPTION	DATE	BY
	CITY COMMENTS	05/01/23	RDR

KAPLAN 1ST ADDITION

FINAL PLAT



Line Table		
Line #	Length	Direction
L1	632.60'	N88°59'13"E

MONUMENT SYMBOL LEGEND

- SET (3/4"x24" Bar w/ LS 314 Cap)
- FOUND CORNER (AS NOTED)
- ⊗ FOUND SECTION CORNER AS NOTED
- ▨ R-O-W TO BE DEDICATED SHOW THIS

Section Corner Ties

- NW Corner of the NE 1/4 Sec. 35-T8N-R7E**
 Fnd. Alum. Cap
 NW 65.75' Fnd. 1" Pipe
 N 51.77' Fnd. 1" Pipe w/cap
 NE 50.52' Fnd. 5/8" Rebar
 S 50.00' Fnd. Bar w/cap
- SW Corner of the NE 1/4 Sec. 35-T8N-R7E**
 Fnd. Alum. Cap
 NW 52.30' Fnd. 5/8" Rebar
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 S 33.21' Fnd. No. 5 Rebar

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WAGON TRAIN ROAD

Total Lots = 4
 R-O-W Take = 2
 Total Acres = 53.12

50' RIGHT-OF-WAY DEDICATION
 SQFT: 28,583
 AC: 0.66



HICKMAN PRESSURE ZONE STUDY

Prepared for:

The City of Hickman

Hickman, Nebraska

(Signed and Dated Seal)

May, 2023

Olsson Project No. 020-31290

olsson[®]

ACRONYMS AND ABBREVIATIONS

BPS	Booster Pump Station
CIP	Cast Iron Pipe
DIP	Ductile Iron Pipe
ft	Foot/Feet
ft/s	Feet per Second
gpm.....	Gallons per Minute
in ² /ft.....	Square Inch per Foot
LF	Linear Foot/Feet
HWL.....	High Water Level
JEO.....	Johnson Ericson O'Brien
MGD	Million Gallons per Day
NIFA	Nebraska Investment Finance Authority
PVC	Polyvinyl Chloride
USGS	United States Geological Survey
WTP.....	Water Treatment Plant

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APPENDICES

Appendix A- Future Land Use Map

1. INTRODUCTION

The City of Hickman has experienced rapid growth over the past several years. The population growth has led to a strain on Hickman’s distribution system, supply, and storage. In recent years, residents have started to experience water pressure losses as a result of the increased population and associated water demands.

Water pressures are dependent upon the elevation difference between the high water level of the water tower and the elevation that the new developments are constructed upon. The northeast portion of the system is constructed at higher elevations, and experience lower water pressures, especially in the spring/summer months when water use is at its peak.

The City has investigated adding a new tower to the system for the past several years to provide additional storage to the growing number of water users in the system. This study will investigate the effects of adding a second tower to the system, and make recommendations on how to utilize the new tower to optimize pressures systemwide.

2. EXISTING SYSTEM

The Hickman Water System consists of ground water supply wells, a WTP, elevated storage, and a water distribution system. The system is described further in this section.

2.1 Water Supply

Hickman currently has five potable water wells in its system. Wells 1-4 operate daily, and Well 7 is on Emergency Status and disconnected from the system due to high nitrates. Well 7 is not included in the capacity calculations. The wells are summarized in Table 1.

Table 1. Hickman Water Supply Wells

Well	Year of Construction	Well Depth (ft)	Capacity (gpm)
1	1985	100	331
2	1985	118	375
3	2006	245	600
4	2009	215	600
7	<1977	90	425

The total capacity of wells 1-4 is 1,906 gpm or 2.7 MGD. The firm capacity, defined as the total capacity assuming that the largest well is out of service, is 1,306 gpm or 1.9 MGD.

2.2 Water Treatment

Hickman operates an iron and manganese removal WTP. The WTP currently has a capacity of 600 gpm (0.86 MGD). Capacity will double upon completion of a project that is currently set to bid in May 2023 to add a second treatment train and double capacity to 1,200 gpm (1.72 MGD).



Figure 1. Hickman WTP

2.3 Water Storage

Hickman presently has a single 300,000-gallon elevated water storage tank. The tank operates at a pressure gradient of 1,320 feet. The City has had interest in a second water tower for several years to keep up with peak summer demands, which regularly reaches 700,000 gpd.

3. FUTURE GROWTH

3.1 Future Growth Areas

A Comprehensive Plan was developed by JEO and NIFA in 2016. The comprehensive Plan identified future growth areas outside of the City. The Future Land Use Map, provided in Appendix A of this report, is used as a reference within the water model in the next section to estimate available pressures at these new locations with the new water tower in place.

4. HYDRAULIC MODEL

Olsson has maintained a hydraulic water model of Hickman's water system for the past several years. The water model has been updated to reflect the most current configuration using InfoWater software by Innowyze, Inc. The InfoWater model creates a computerized representation of a water distribution system, which allows for analysis to determine system pressures, available fire flow, and to identify potential deficiencies in the system.

4.1 Hydraulic Model Setup

The InfoWater model was developed using City's existing Beehive asset management system as a basis. The Hazen-Williams roughness value, also referred to as a C-factor, accounts for friction head loss within the water model. A roughness value of 100 was initially entered for existing water mains in the older portion of the water system to simulate older CIP/DIP mains. The newer portions of the system were initially entered with a roughness value of 120 to replicate newer PVC water mains. The roughness value tends to decrease as a pipe age, and it starts to lose capacity due to deterioration of the internal pipe wall and as corrosion starts to build up on the internal walls of the pipe.

Nodes were input in the model at each end of a pipe in the InfoWater model, and where pipes intersect. USGS Quadrangle maps and/or Google Earth are typically used as a starting point to enter ground elevations into each node within the water model. The hydraulic model calculates the anticipated pressure at each node by subtracting the ground elevation from the pressure gradient (HWL level of the water tower) and converting pressures from feet of water to psi.

4.2 Hydraulic Model Calibration

The hydraulic model is calibrated to field conditions by conducting fire flow tests. Fire flow tests consist of identifying a representative sample of hydrants throughout the water system. Each test includes a flow hydrant and static hydrant. A pressure gauge is installed on the static hydrant, and its pressure is measured and recorded. The flow hydrant is opened, and the flow

leaving the hydrant is measured using a pitot gauge. The pressure drop observed at the static hydrant with the flow hydrant fully open is measured and recorded.

Olsson and the City of Hickman conducted flow tests on November 7, 2022. The fire flow test locations are provided in Figure 2.

During calibration of the hydraulic model, it was determined that two valves in the system were closed during flow testing, one on Birchwood Drive between Woodland Boulevard and Kristi Lane, and a second on Wagon Train Road between Brentwood Avenue and Concord Avenue. After the model was calibrated, the valves were reopened for future analysis to mimic typical operation of the water system.

Fire flow test information collected in the field is used to adjust the elevations at each node to a reasonable value until the model pressures are within 2 psi of the values measured in the field. The pressure recorded leaving the flow hydrant is converted to a flow using the following equation:

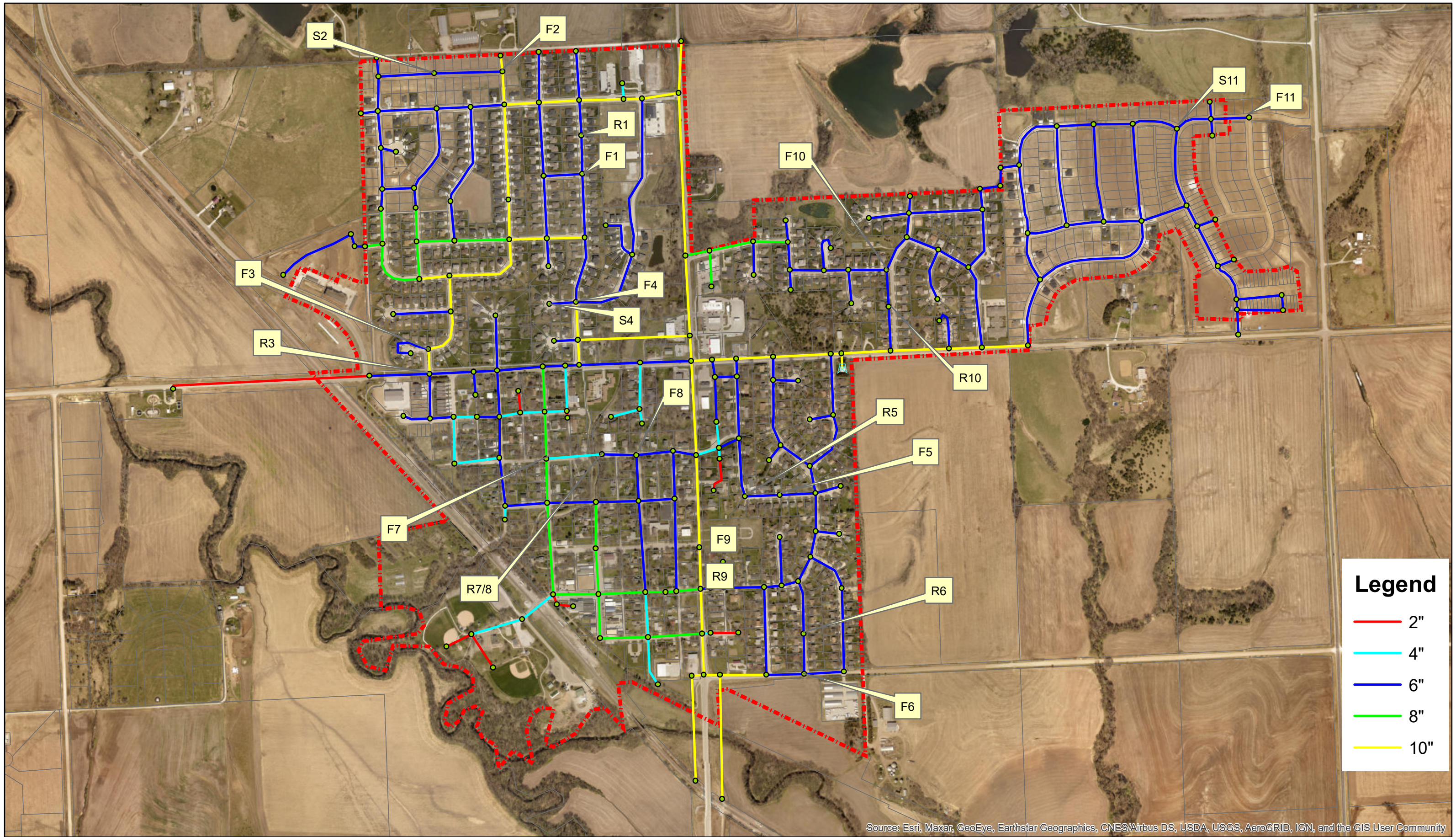
$$Q = 29.83 C D^2 \sqrt{P}$$

Q = Flow (gpm)

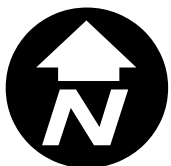
C = Opening Coefficient (0.90 used for a circular outlet at the hydrant)

D = Opening Diameter (inches)

P = Pitot tube pressure (psi)



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



The fire flow calibration results are provided in Table 2.

Table 2. Model Calibration Results

Test	Flow Location	Residual Location	Field Static Pressure (psi)	Model Static Pressure (psi)	Δ (psi)	Field Residual Pressure (psi)	Model Residual Pressure (psi)	Δ (psi)	Calculated Flow (gpm)
1	Woodland & Autumn	12 th & Autumn	65	63	-2	51	54	+3	1,074
2	Kristi Lane & Birchwood Drive	Kristi Lane and Oakview	55	57	+2	28	25	-3	839
3	Autumn Parkway	Autumn Parkway	79	79	0	70	72	+2	919
4	Autumn Road and Park Drive	Park Drive dead end	70	71	+1	60	56	-4	1,803
5	4 th & Village View	4 th Street, between Village View and Stagecoach	65	65	0	45	50	+5	1,074
6	Concord Avenue (south)	Concord Avenue (north)	80	79	-1	45	51	+6	978
7	5 th & Main	West 5 th Street, dead end	82	82	0	79	76	-3	1,061
8	5 th & Walnut	West 5 th Street, dead end	82	82	0	69	68	-1	1,055
9	2 nd & Chestnut	3 rd & Chestnut	78	77	-1	73	68	-5	1,244
10	Sunflower Drive & East 9th	Sunflower Drive	60	60	0	55	55	-2	1,300
11	12 th Street dead end & Terrace View	12 th & Train Drive	45	43	-2	35	33	-2	581

4.3 Hydraulic Model Results

4.3.1 Existing System Pressures

Ten State Standards (Part 7-Finished Water Storage, Section 7.3, Distribution System Storage) indicate that normal working pressures in a water system should range from 60 to 80 psi, with a minimum of 35 psi. The hydraulic model indicates that the pressures in Hickman range from approximately 40 to 90 psi systemwide, therefore a portion of the system currently operates at lower than recommended system pressures. The pressures are generally highest at the west and southwest portions of the system, and decrease from southwest to northeast, with pressures generally being below 60 psi east of Sunflower Drive and Hickman Road. System pressures are depicted in Figure 3.

4.3.2 New Water Tower

The water system currently operates off of the overflow elevation of the existing water tower. The City plans to install a second water tower at some point in the future upon land purchased just north of the City limits, displayed in Figure 4. This location may shift to the north depending on some other short term plans to develop that property. To improve the pressures in the northeast portion of the system, it is recommended that the new water tower be installed at a higher service elevation than the existing water tower.

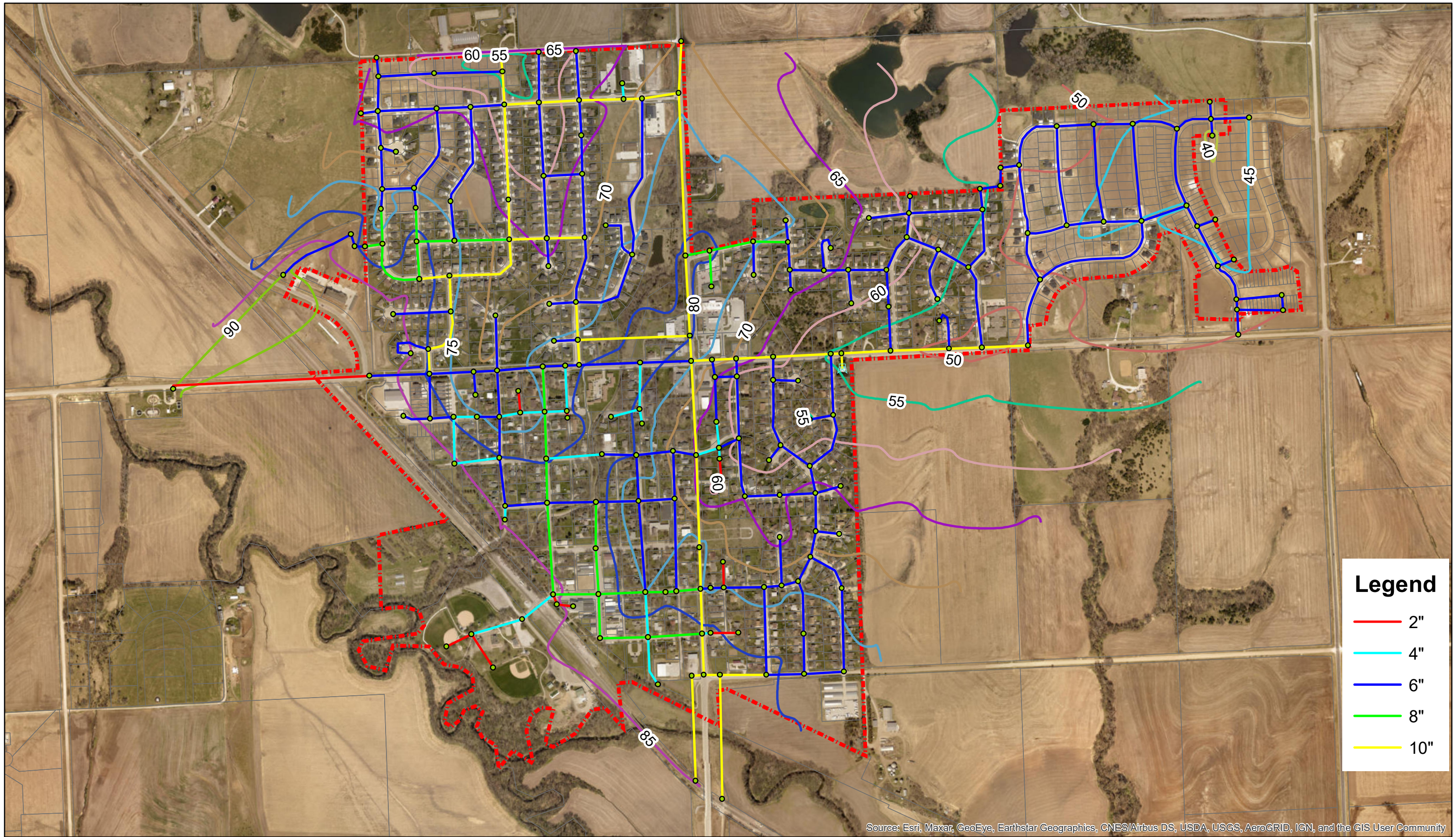
Installing a second water tower at a higher elevation than the existing water tower creates two pressure zones in the water system. The hydraulic model was used to identify a pressure zone boundary along Hickman Road. The water system south of the pressure zone boundary will be the Low Pressure Zone, operating off of the existing water tower, and the High Pressure Zone includes everything north of the boundary and is served by the new water tower.

Operating two towers at varying elevations will require valves and/or pumps to be installed at the existing water tower site. One option is to install a valve station, which would close when the existing water tower fills, allowing water to flow past it and into the new water tower. A second option would be to install a booster pump station, which would pump water into the north pressure zone when the new tank calls for water. Discussions with the City and water department determined that the preferred method would be to install a booster pump station at the existing water tower site. This would allow the City to boost pressures in the short term as new developments are constructed, and allow the new water tower to operate at a lower capacity, or even taken offline completely in the winter when water demands are at their lowest.

Check valves are needed along the pressure zone boundary, to restrict water from flowing from the high pressure zone to the low pressure zone, but allow water to flow from the low to the high pressure zone if necessary during a fire flow emergency.

Check valves are modeled at the following locations:

- 7th & Hickman Road
- 7th & Autumn Road
- 68th & Hickman Road
- Hickman Road, east of the water tower



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Legend

- 2"
- 4"
- 6"
- 8"
- 10"



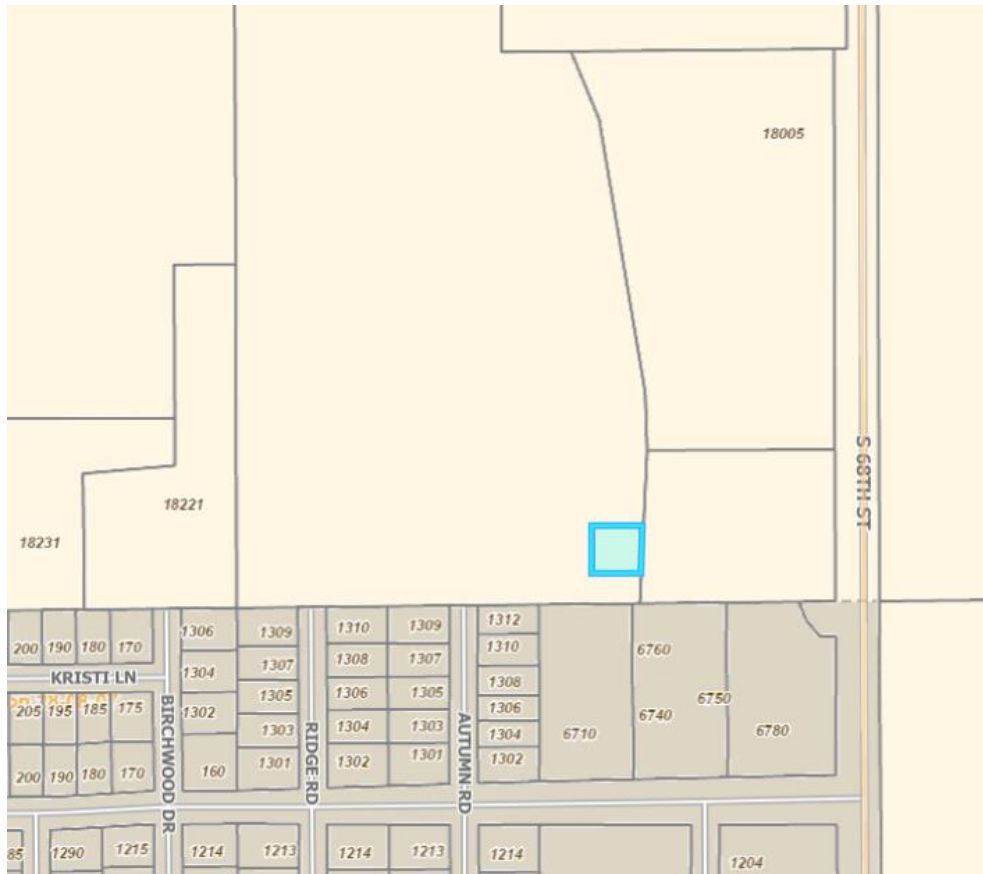


Figure 4. New Water Tower Location

4.3.3 New Water Tower Level

Existing system pressures are at their lowest in the northeast portion of the system, with pressures dropping to 40 psi in some locations. Ten States Standards recommend that water system pressures should ideally be a range of 60 to 80 psi, and working pressures should be a minimum of 40 psi. While working pressures of 40 psi are within the acceptable range, being on the low end of the recommended pressure range has proved problematic in recent years, as increased water demands associated with increased watering on lawns at the new homes in the vicinity has caused pressures drops elsewhere in the system.

To ensure adequate pressures for all residents in the high pressure zone, the level for the new water tower was set to maintain a minimum pressure of 60 psi at all locations, while ensuring that pressures to not elevate to unsafe levels at the lower elevations elsewhere in the system. To achieve the desired pressures, the water tower is modeled with a HWL of 1,500 feet. With the dual pressure zone in place, pressures range from 60 to 100 psi, with pressures being the highest on the west end of the pressure zone and decreasing from west to east. The anticipated pressures with the dual pressure zone in place are displayed in



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



4.3.4 Pressures at Future Expansion Areas

Due to the significant growth anticipated for Hickman and the surrounding areas, it is important to ensure that the new configuration of the water system will provide adequate pressures to serve these new locations. The future land use map from the 2016 Comprehensive Plan was used as a reference to identify locations where future growth is anticipated to take place. The future land use map and new transmission mains were digitized into the hydraulic model to anticipate pressures for the locations where growth is planned over the next several years.

New transmission mains were assumed to be 10-inch diameter to match those within the existing system. Nodes were entered into the water model for these new mains using Google Earth as a reference to determine their elevations. The anticipated pressures for these new areas in the water system's current configuration are provided in Figure 6.



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



4.3.5 Existing Well Improvements

The current water system operates with a series of wells, which turn on when the water tower drops to a set level and turn off when the tower is full. The water tower levels vary seasonably, with the tower operating at a lower level in the winter months than in the summer months when water usage is at its peak. The pumps at the existing wells are designed to reach the existing water tower, but it must be confirmed that they can also reach a potential new water tower, which is further away and at a higher elevation.

The pump curves for existing wells 3 and 4 are provided in Figure 7 and Figure 8.

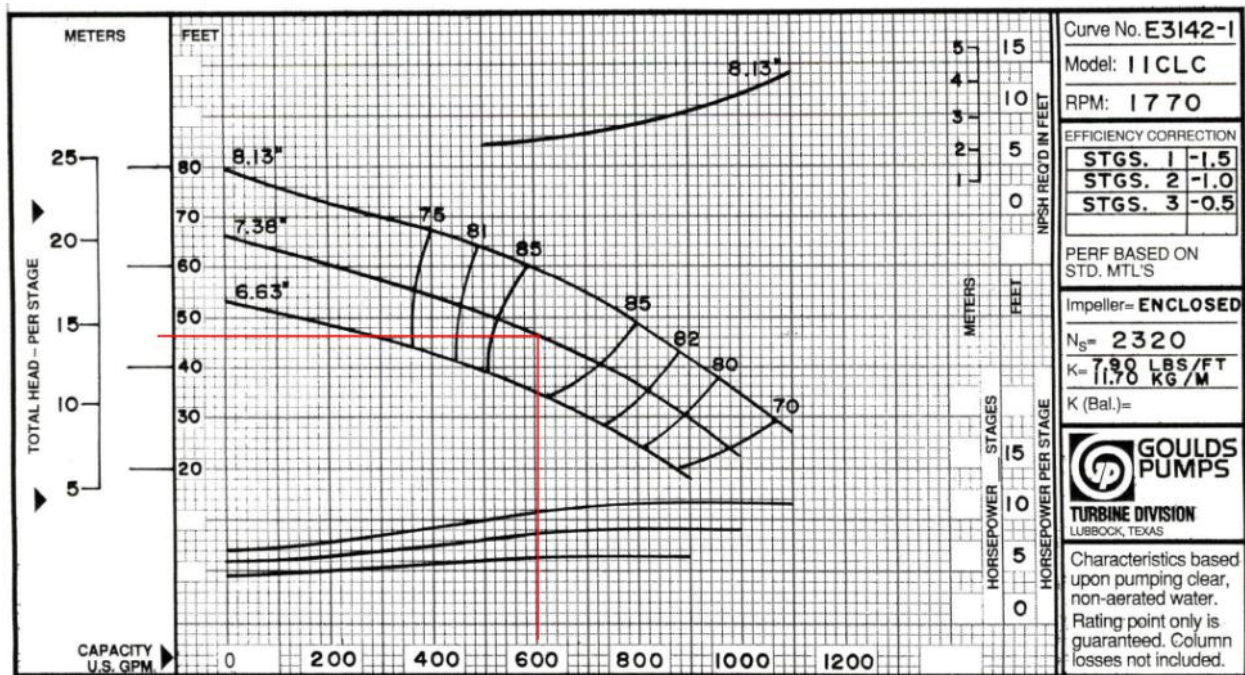


Figure 7. Well 3 Pump Curve

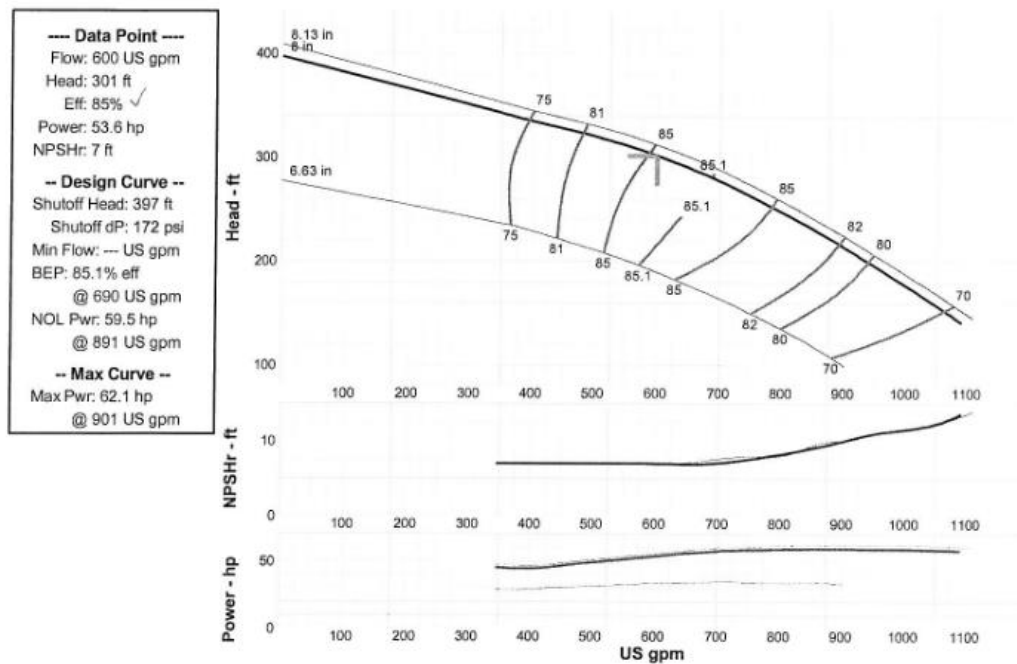


Figure 8. Well 4 Pump Curve

The pump curves from existing wells 3 and 4 were used as a reference to determine if the existing pumps can reach the water tower at its proposed new location, overcoming both static head (the vertical elevation distance between the pumping water level and overflow elevation at the new water tower), and the friction head (the head loss associated with friction between the water and the inside walls of the pipe). Calculations are provided in Table 3. Minor losses for fittings, valves, and other miscellaneous equipment are not included, and a C-factor/Roughness Value of 120 was used in the friction head loss calculations. The values included in the table are from the record drawings for Wells 3/4 and the recent pump tests that were performed in conjunction with the most recent WTP expansion.

Table 3. Well Pump Calculations

	Well 3	Well 4
Ground Elevation	1305.23	1317.00
Static Water Level (ft)	18.25	30.00
Static Water Elevation	1286.98	1287.00
Pumping Water Level at 600 gpm	40.82	44.00
Pumping Water Elevation	1264.41	1273.00
New Water Tower Overflow Elevation	1500.00	1500.00
Static Head (ft)	235.59	227.00
10" Transmission Main Length (LF)	21,000	21,000
6" Well Piping Length (LF)	600	600
10" Friction Head Loss (ft) at 600 gpm	59	59
6" Friction Head Loss (ft) at 600 gpm	20	20
Total Dynamic Head (ft)	314.59	306.00

As indicated in Table 3, the well pumps need to be capable of providing 600 gpm at 315 and 306 feet of head at Well 3 and 4, respectively. For comparison, the pumps currently installed at wells 3 and 4 are 600 gpm at 385 and 301 feet, respectively.

The calculations in Table 3 indicate that the existing pumps can fill the proposed new water tower in their current configuration. Preliminary calculations were performed in conjunction with the recent WTP expansion project to determine if wells 3 and 4 could run at higher capacities than 600 gpm. The preliminary analysis showed that both wells are potentially capable of running up to 1,200 gpm, which would allow either well 3 or 4 to match the ultimate capacity of the WTP when the expansion project is completed. The well expansion capabilities should be confirmed via pump tests at each site. Once the pump tests confirm the ultimate capacity of each well, the pump sizing exercise will need to be revisited, as the higher flow rate will result in higher head losses through the water system before reaching the tank.

While the preliminary calculations show that the wells may be capable of providing higher flowrates than the pumps currently in place, the capacity at each well is dependent upon how much capacity each well screen can produce. The maximum capacity that a well screen can produce is based upon the following formula:

$$Q_{max} = VA$$

Where: Q_{max} is the maximum capacity that the screen can produce

V is the velocity through the screen

A is the open area of the screen

A velocity of 0.1 fps is assumed through the well screen. The calculations also assume that the screen experiences 50% blockage.

The calculations were performed on Well #3 and #4, with the results provided in

Table 4. The parameters were obtained from the record drawings and shop drawings submitted during construction.

Table 4. Well 3 & 4 Capacity Analysis

	Well 3	Well 4
Screen Slot Size (in.)	0.008	0.008
Screen Length (ft)	35	30
Open Area (in²/ft)	201	168
Total Screen Area (in²)	7,035	5,040
Total Screen Area (ft²)	48.9	35.0
Velocity (ft/s)	0.1	0.1
Blockage Assumption (%)	50	50
Flow (gpm/ft of well screen)	31.3	26.2
Maximum Flow (gpm)	1,096	785

As indicated in

Table 4, while the aquifers are potentially capable of producing higher capacities than the wells are currently producing, the capacities are limited to approximately 1,100 gpm and 800 gpm at wells 3 and 4, respectively. It is recommended that additional pump tests be performed at each site, and once the aquifer capacity is verified, install either higher-capacity pumps, or install new adjacent wells with screens that can produce the higher capacities needed.

4.4 Additional Well Construction

The City has investigated constructing an additional well for the past several years as a way to increase supply to the water system. A study was performed by Olsson in July, 2021 to investigate and recommend potential locations for a new well. The analysis looked at potential sites within a 5-mile radius of the Hickman WTP, and for wells that had suitable water quality and could produce 800 to 2,000 gpm. Using these parameters, the study narrowed down the area highlighted in purple in Figure 9 as the best place to drill a test hole/test well to verify quantity and quality of water. If this is approached, it would likely require permission to access private property, and eventually land purchase if a suitable site is located.

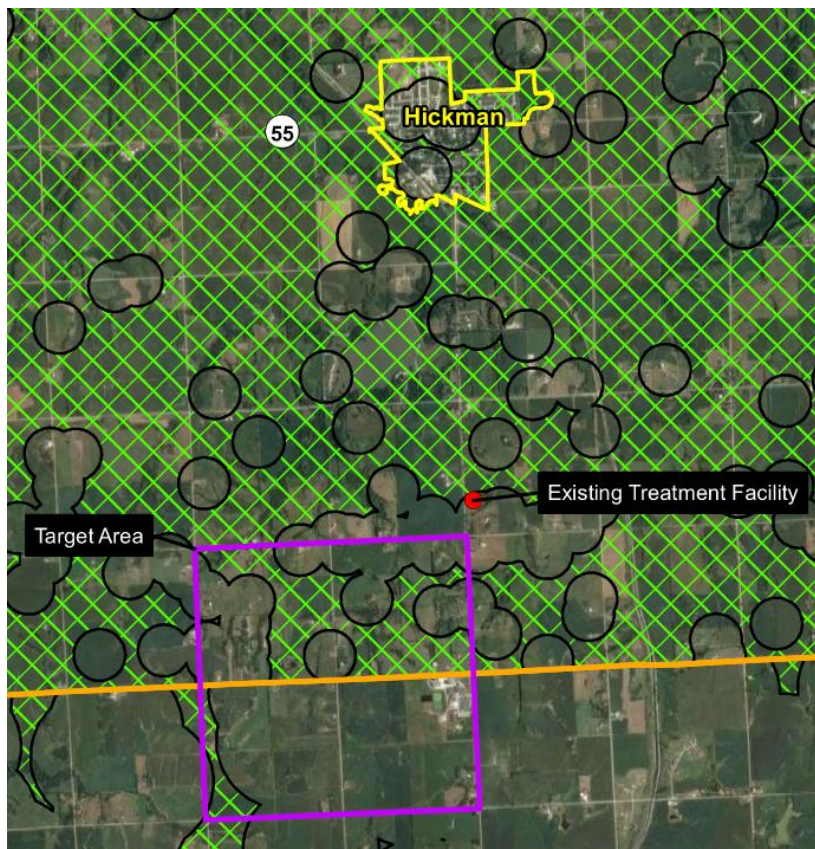


Figure 9. Recommended Well Locations

CONCLUSIONS AND RECOMMENDATIONS

The City of Hickman water system currently provides a range of 40 to 90 psi, with the highest pressures being in the southwest part of the system, and lowest in the northeast. The northeast part of the system is also the place where the most development activity is taking place, which is leading to decreased pressures in the peak summer months in conjunction with lawn irrigation.

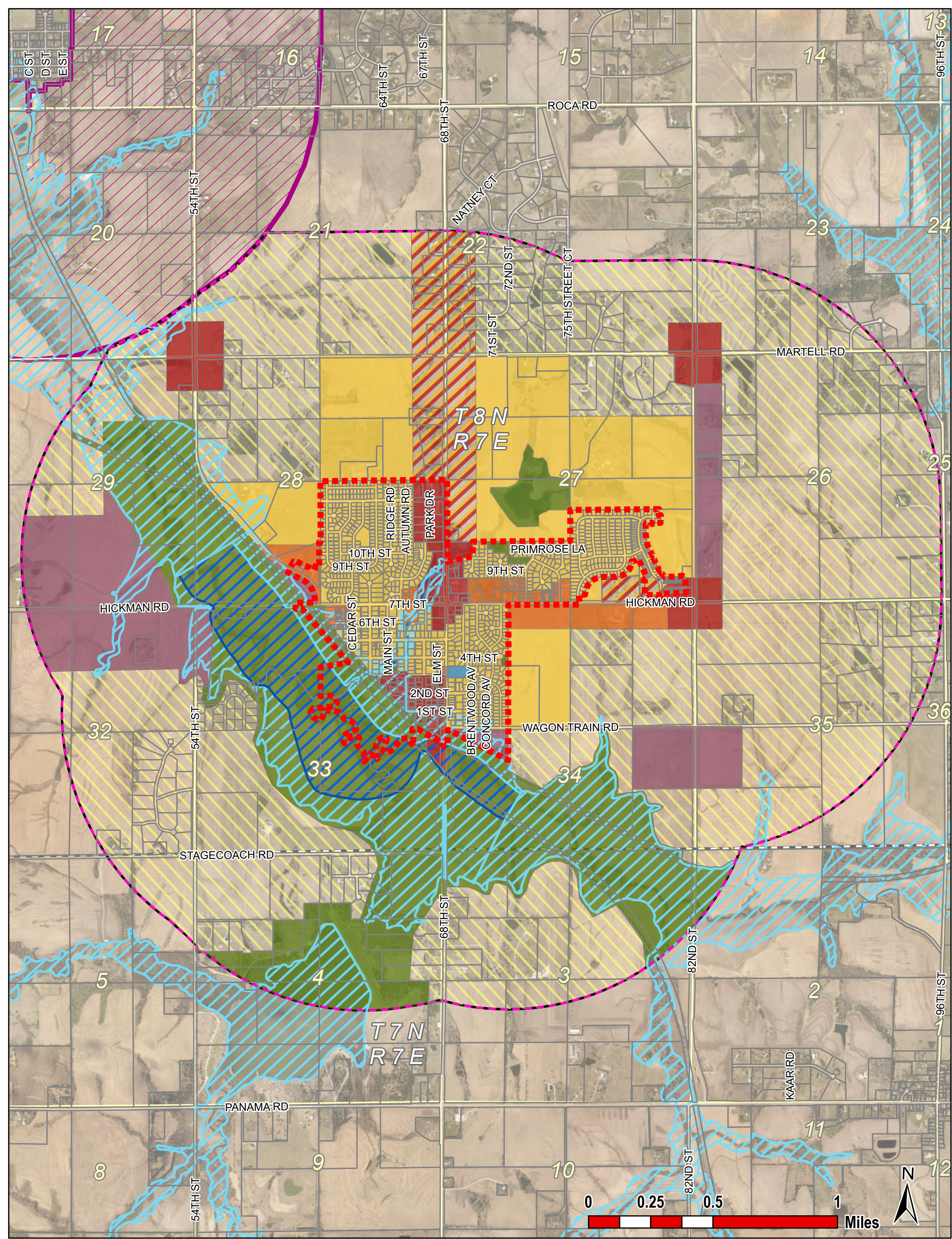
The City has purchased land along 68th Street north of the current City Limits for the purpose of constructing a new water tower. To optimize system pressures in the higher elevations of the water system, it is recommended that the new water tower be installed at an elevation of approximately 1,500 feet, which will provide higher pressures systemwide. Doing so would separate the water system into two pressure zones, with the boundary on Hickman Road. A series of check valves would be installed along the pressure zone, which would allow water to continue traveling from south to north, but prevent the new water tower from unsafe pressures in the lower elevations.

Wells 3 and 4 can potentially provide more than their current capacities of 600 gpm. This should be confirmed via pump tests at each well site. Wells 3 and 4, in their current configurations, can provide maximum capacities of approximately 1,100 and 800 gpm, respectively. If test pumping shows that the aquifer can provide higher capacities at each site, the well screens may require replacement to maximize available water at each site.

Another option to increase the City's water supply is to install a new well. The area depicted in Figure 9 was recommended in the study conducted by Olsson in 2021. The study indicates that the anticipated capacity at a site in that area should be capable of producing 800 to 2,000 gpm. Installing a well that can provide a minimum of 600 gpm would increase the well firm capacity to meet or exceed the WTP capacity of 1,200 gpm that will be available after the WTP expansion project is completed.

APPENDIX A

Future Land Use Map



- Legend**
- Future Land Use**
- Low Density Residential
 - Medium Density Residential
 - High Density Residential
 - Commercial
 - Industrial
 - Mixed Use
 - Parks and Recreation
 - Public/Quasi-Public
 - Corporate Limits
 - Extraterritorial Jurisdiction
 - Parcels
 - *100-Year Floodplain Overlay
 - *Floodway Overlay

Future Land Use Hickman, Nebraska

Created by: C. Sloss
 Date: June 1, 2018
 Revised: August 18, 2022
 Software: ArcPro 3.0.1
 File: 110873.00

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plat.



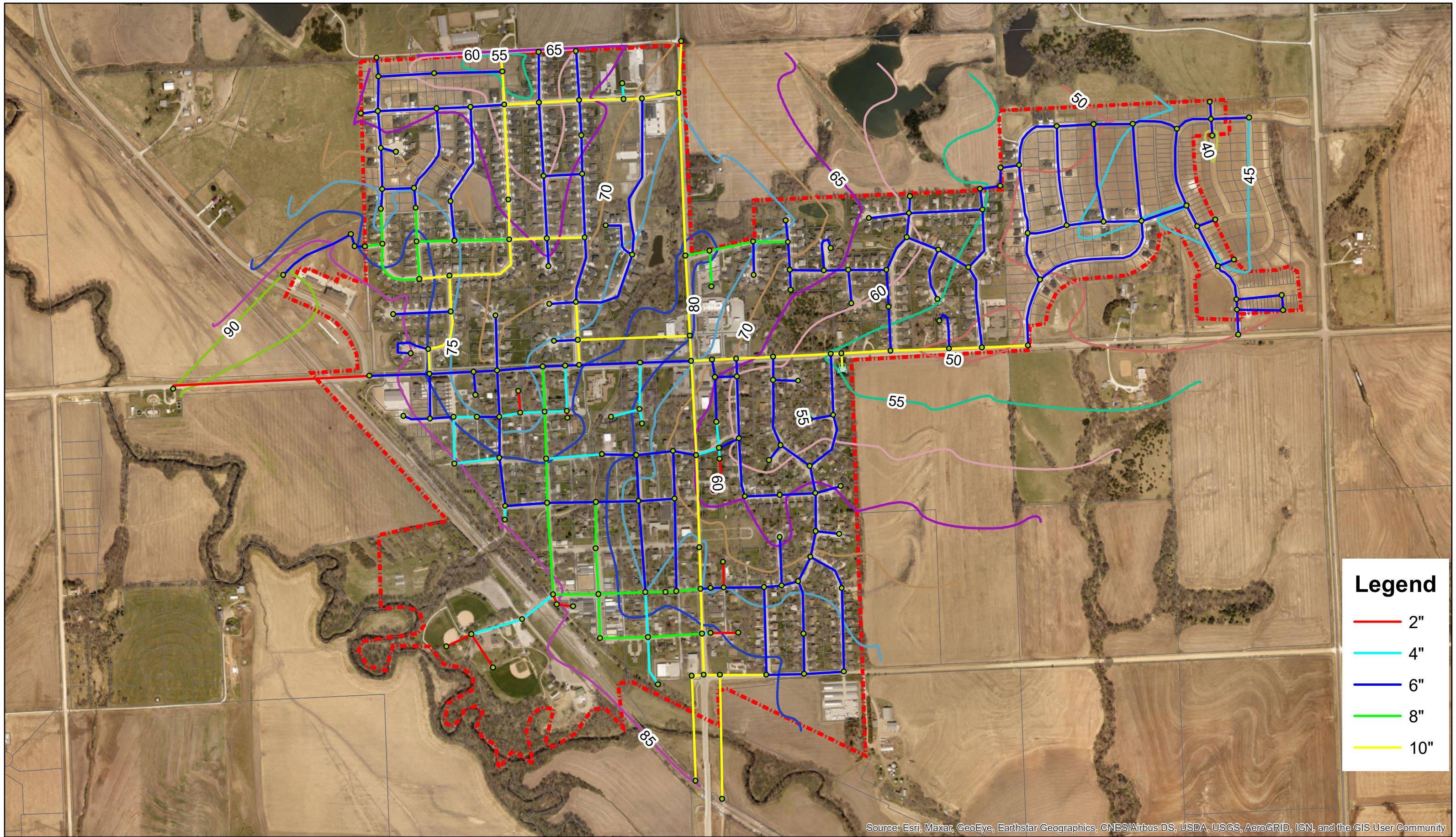
(SIGNED AND DATED SEAL)

HICKMAN PRESSURE STUDY

Hickman, Nebraska - 2023

April 2023

Olsson Project No. 019-31290



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Legend

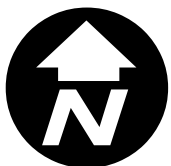
- 2"
- 4"
- 6"
- 8"
- 10"

Existing Water Pressures





Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





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



COMMENT, CONCERN & AGENDA REQUEST FORM

Date: 5 June 2023

Name: Martin Neal - Hickman American Legion Post #105
First Last

Address: PO Box 263, 106 S Locust Street, Hickman NE 68372
Street / P.O. Box City State Zip Code

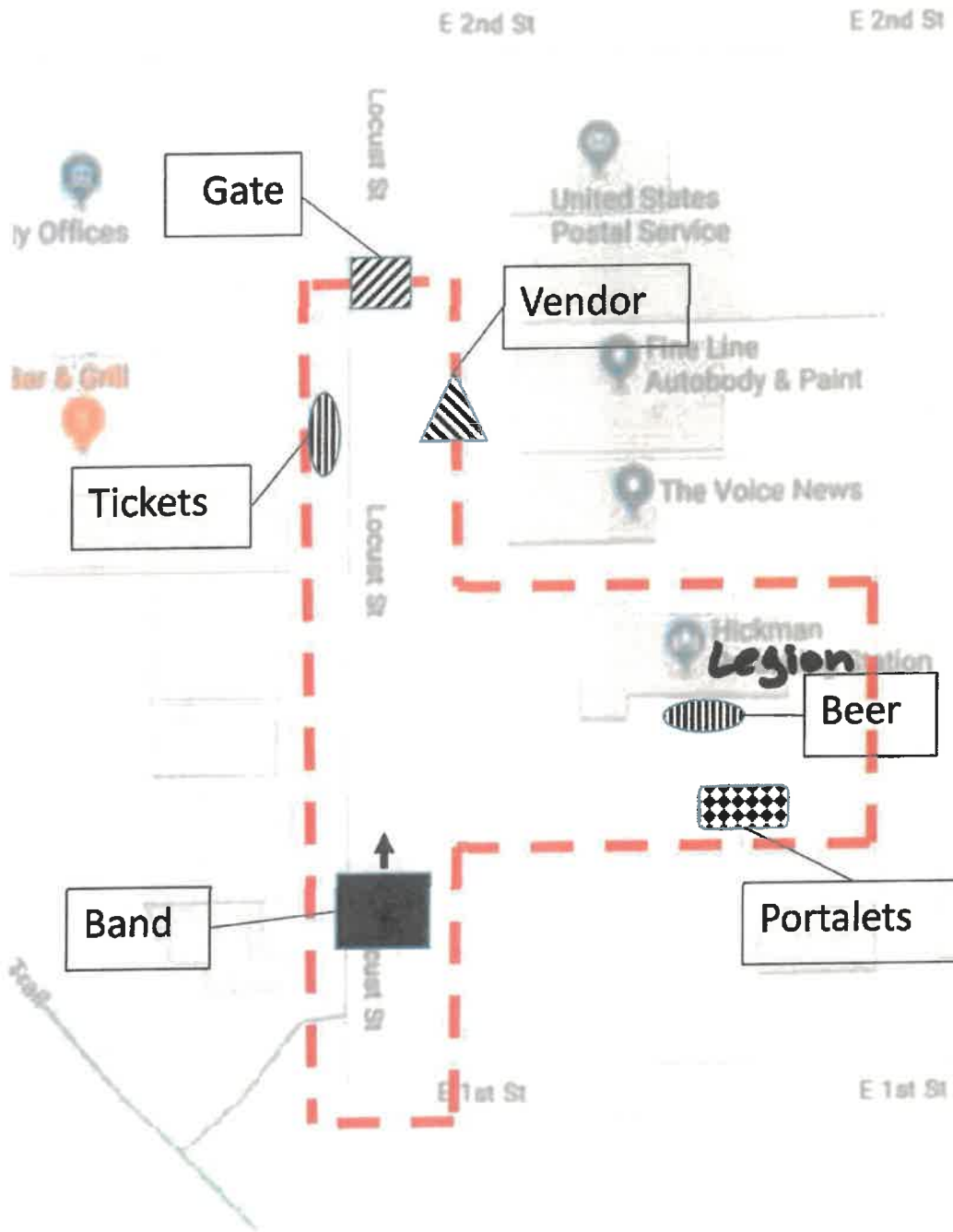
Telephone: 402.770.4992 Email: hickmanamericanlegion@gmail.com

Comment, Concern, or Agenda Request Item:

The Hickman American Legion Post #105 requests the use of City Property for the annual street
dance to be held on 29 July 2023. In particular, the post requests the use of Locust Street starting
from approximately the intersection of E 2nd Street south to E 1st Street. Sidewalk access to
businesses on the west side of Locust Street will remain available. Coordination with business owners
in the downtown area will be made as in years past. Additionally, the Post requests the use of all
city owned barricades, 10 55 gallon trash barrels, and 5 picnic tables. The Post has an insurance
rider for the event with the City identified as an insured party. Porta-lets will be delivered on 29 July
and will be available for other activities taking place downtown on the 30th.

Martin Neal
Signature of Requestor

Date Received _____ City Staff Name _____



Mayor Goering & City Council Members,

The Hickman Area Chamber of Commerce formally requests the use of Road Closed signs and picnic tables to be used for Hickman Hay Days on July 28th and 29th 2023. We would also like to request approval for the submitted trolley route and parade route (attached). In addition we are seeking approval to use the park for games, bounce houses, Goat Yoga/beer garden Foundation Pluck a Duck and 2 fields on the North end for the Foundation Kickball tournament.

We would also like approval to use the trail behind the city from Locust Street Flats to the bridge on Saturday July 29th 2023.

Road Closed signs would be needed between 1st and 2nd streets along Locust Street in conjunction with the Hay Days Auto Show presented by the Norris Skills Organization. We would also need to reserve an area closed around the curve up to the funeral home heading toward 68th for additional cars as over 50 have already reserved spots.

Picnic tables would be used in the city park for seating around the food vendor areas on July 30th 2023. In addition food vendors will be set up along the North side of the City building along 2nd Street and we request that those parking places be blocked off Friday evening to allow for the vendors to park Saturday morning.

We also request use of the indoor Volleyball courts at the Rec Center for the Volleyball Tournament and the outdoor patio for use as a beer garden run by Papa D's for the day on Saturday the 29th until 8pm when the street dance starts.

The parade route would start on Park Drive and Woodland Blvd with staging on the southwest corner lot as per previous years. The route would continue south on Park Drive to Autumn Road then South onto Hickman Road to Main Street. It would then turn south on Main Street to East 3rd Street. East on East 3rd street to Locust Street and turn south to East 2nd street to head East on East Second Street and end at Walnut Street.

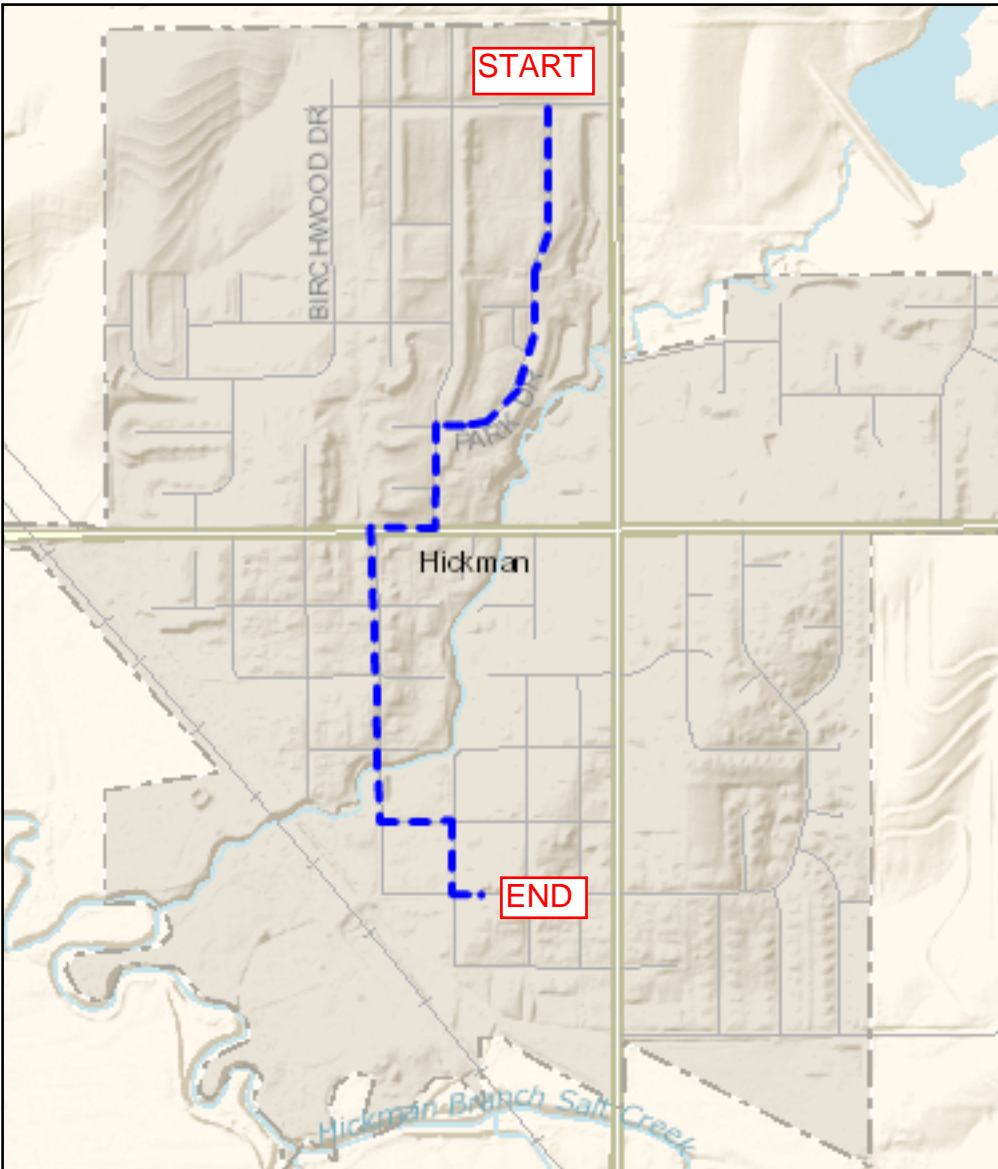
The proposed trolley route would begin at East 2nd Street and Main Street continuing on East 2nd to Stagecoach Avenue. North on Stagecoach Avenue to Hickman Road. East on Hickman Road to Larkspur Drive. North on Larkspur to Sunflower Drive. South on Sunflower to East 9th Street. West on East 9th to Chicory Lane. North on Chicory to Prairie View Lane. West on Prairie View to South 68th Street. North on South 68th to Woodland Blvd. West on Woodland to Ridge Road. South on Ridge Road to West 10th Street. West on West 10th to Birchwood Drive. South on Birchwood Drive to West 9th Street. West on West 9th to Autumn Pkwy. South on Autumn Pkwy to Hickman Road. East on Hickman Road to Main Street. South on Main Street to East 2nd to end the proposed route. Proposed trolley stops would be at East 2nd and Main, East 2nd and Locust, East 2nd and Brentwood Ave., Stagecoach Ave. and East 4th, Stagecoach Ave. and Hickman Rd., Larkspur Drive in front of Haven Manor, Larkspur Dr. and Sunflower Dr., East 9th and Chicory Ln., Prairie View Lane in front of Subway, Woodland Blvd. in front of New Day, Ridge Road and West 10th and Autumn Parkway and Sycamore Place. The proposed route may be subject to change dependent on the roundabout improvement project at Chestnut St. and Hickman Road.

Proper insurance will be provided by the Hickman Chamber of Commerce to the City of Hickman prior to the event with an Accord Certificate.

Please address any further questions to Kirk Malzer, Chamber President at 402-480-7167 or via email at kirk@fatboyglobal.com . Thank you for your time and for your consideration of our requests.

Sincerely,

Kirk Malzer
President
Hickman Area Chamber of Commerce

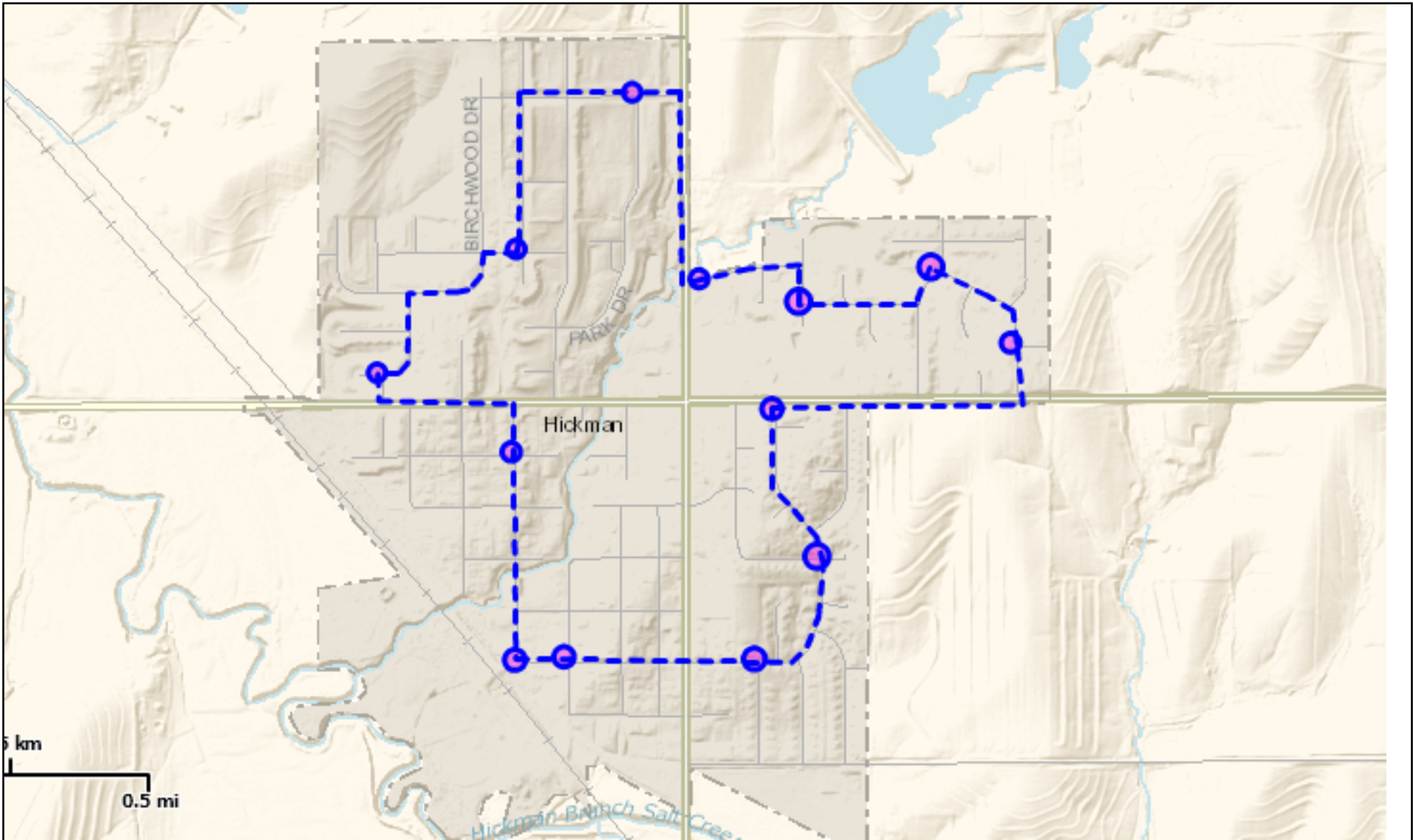


Lancaster County/City of Lincoln GIS Map

Chamber - Hay Day Parade Route

Printed: Jun 11, 2018

DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email ags@lincoln.ne.gov and you will be directed to the appropriate department.



Lancaster County/City of Lincoln GIS Map

Chamber - Hickman Hay Day Trolley Route

Printed: Jun 11, 2018

DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email ags@lincoln.ne.gov and you will be directed to the appropriate department.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Hickman	Owner's Contract No.:	NA
Contractor:	Bauer Infrastructure	Contractor's Project No.:	NA
Engineer:	Olsson	Engineer's Project No.:	017-3213
Project:	S. 68 th St. and Hickman Rd. – Roundabout Phase	Contract Name:	NA

This Preliminary Certificate of Substantial Completion applies to:

All Work: The following specified portions of the Work:

Only the portion of the work associated with the roundabout phase of the project and as defined in the project special provisions for "Substantial" completion including the following items:
All lanes open to traffic, all temporary traffic control removed and all pavement markings complete.

5-30-2023

**Date of Roundabout Phase
Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A "preliminary" punch list of items to be completed or corrected has been provided (3-24-23). This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

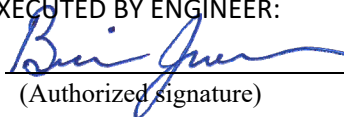
The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows: Revised completion dates per change order #001

Amendments to Contractor's responsibilities: None
 As follows: Revised completion dates per change order #001

The following documents are ~~attached to and~~ made a part of this Certificate: [Preliminary Punch list \(3-24-23\)](#)

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:	RECEIVED:
By: <u></u>	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: _____	Title: _____	Title: _____
Date: <u>6-07-2023</u>	Date: _____	Date: _____	Date: _____



Olsson Weekly Progress Report
Sunday June 4, 2023 to Saturday June 10, 2023

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, June 4th Clear 63° at 7:00 AM 90° at 2:00 PM

- No activity on-site to report.

Monday, June 5th Clear 59° at 6:00 AM 90° at 2:30 PM

- Next Level completes prep. (dowels, grading, expansion joint) for the bank wall drainage flume concrete pour.
- Next Level began placement of concrete for flume at 11:00 PM and completed finishing the concrete at 2:00 PM with application of curing compound.

Tuesday, June 6th Clear 55° at 6:00 AM 91° at 4:00 PM

- Next Level cleans up debris from bank wall drainage flume pour.
- Next Level resets concrete parking bumpers in the bank parking lot.
- Bauer resets "68th St." sign which was removed for repairing colored imprinted concrete in the North island.

Wednesday, June 7th Clear 63° at 6:00 AM 95° at 6:00 PM

- No work performed on-site to report.
- Progress meeting the City of Hickman, Bauer, and Olsson present.

Thursday, June 8th Clear 72° at 6:00 AM 84° at 5:30 PM

- No work performed on-site to report.

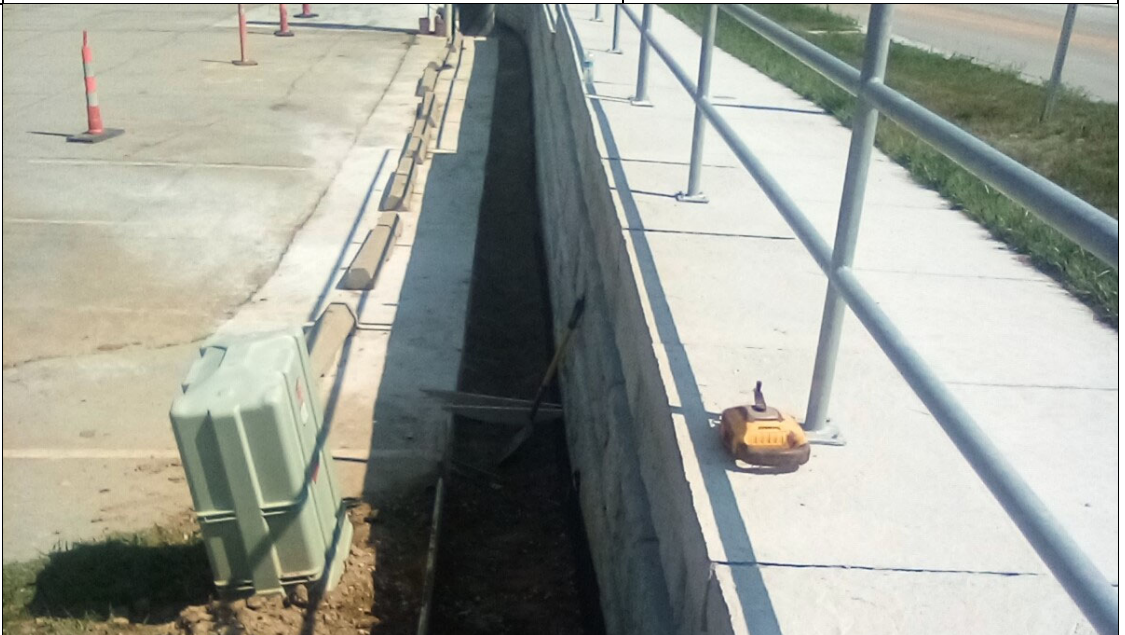

Friday, June 9th Clear 63° at 6:00 AM 84° at 5:30 PM

- No work performed on-site to report.


Saturday, June 10th Clear 64° at 6:00 AM 84° at 6:00 PM

- No activity on-site to report.

South 68th Street & Hickman Road

		Project No. 017-32130
<p>Description: Bank wall drainage flume prep. shown by Next Level. (06/05)</p> <p>Direction Photo Taken: North</p>		
<p>Description: Next Level shown finishing concrete for bank drainage flume. (06/05)</p> <p>Direction Photo Taken: Southeast</p>		

South 68th Street & Hickman Road

		Project No. 017-32130
<p>Description: Bank drainage flume shown finished. (06/06)</p> <p>Direction Photo Taken: North</p>		
<p>Description: Next Level shown resetting concrete parking bumpers in the bank parking lot. (06/06)</p> <p>Direction Photo Taken: East</p>		



68TH & HICKMAN RD. RAB and RCB CONSTRUCTION PROGRESS MEETING MINUTES

Wednesday, June 7, 2023

NAME OF PROJECT:	Hickman RAB and RCB
PROJECT LOCATION:	68 th & Hickman Road, NE
MEETING LOCATION:	Prairie View Ln. and S. 68 th St. (or City Building)
PROJECT #:	017-3213

Project Status/Schedule:

- RCB Phase Start Date – January 9
- Revised/updated schedule received 2-14-22
- Substantial Completion is estimated to be approx. July 7th, 2023
 - Bauer: Trail grading is paving is 45% complete
 - Olsson stated that the additional rip rap below the trail paving needs to be installed along the stream bank without encroaching into the stream. This is estimated at 55-60 tons.
 - Commonwealth:
 - Boring for electrical connection is not complete
 -
 - Cather Paving
 - Asphalt mill and overlay (APMS) – Bauer will coordinate with today (6-07-23)
 - 2” mill and overlay performed under flagging - week of 6-16-23
 - Highway Signing:
 - Correction work at RAB
 - Centerline striping on S. 68th St. – week of 6-16-23
 - Marking removal by water blasting only
 - Linhart Construction:
 - Linhart schedule – Bauer expects this by Thursday (6-08-23)
 - Preparations for the retaining wall were discussed
 - Olsson recommended that Bauer be prepared to have at least (2) dewatering pumps and they be installed below the depth of the foundation rock
 - Olsson recommended that Bauer be prepared for a minimum of 12” additional inches of foundations rock and another layer of geogrid.
 - the 24” RCP storm sewer and manhole will need to be removed in order to construct the select backfill per the retaining wall design requirements. The storm sewer will need to be re-constructed using concrete collars where needed. Olsson stressed the need to be prepared for this work as to not hold up Linhart.
 - Rock samples for gradation analysis are needed – Martin Marrietta
 - Olsson confirmed the need for filter fabric to separate drainage zone and the select zone.
 - Olsson confirmed the wall construction must use the gradations shown in the design.
 -
 - “Preliminary” punch list
 - Olsson reminded Micah of the outstanding punch list items



Olsson:

- Damage to asphalt surfacing has been marked out with paint.
- Formal status of substantially complete has not been achieved
- Drainage flume at retaining wall – Complete (joint sealing is needed)
- Concrete repairs at NB exit lane - Complete (joint sealing is needed)
- Olsson has provided a draft/preliminary list of punch list items (see attached). A final/formal walk thru will be performed at a later date.
-

City of Hickman:

- Water main is live. Various hydrant extensions and valve adjustments were discussed (see punch list).
- Kelly agreed that no public notification is needed if work is performed under flagging

Action Items:

- Payments will be suspended until substantial completion has been reached.
- Next Meeting – Tuesday, June 27th
- Bauer - Schedule electrical bore
- Bauer – Provide rock sieve reports and samples for lab analysis.
- Bauer - Provide schedule for Linhart Construction

Attendance: Brad T., Arthur H. (Olsson), Micah M., Bob S., Scott L., Mark C., Stu B., Tom S. (Bauer), Phil G., Kelly O., Wade L., (City of Hickman)



Hickman RAB and RCB Preliminary Punch list / Remaining work
as of March 24, 2023

1. Complete filling of “voids” within box and grind walls smooth
2. Coordinate with Windstream for removal of temporary relocated facilities
3. Install block retaining walls & backfilling, east & west side of box culvert
4. Install safety railing on block retaining walls, east and west side of box culvert
5. Install safety railing on RCB parapet, wingwalls and stem walls
6. Repair railing deficiencies at RAB walls
7. Complete installation of storm sewer MH’s – riser sections and ring and cover, MH-01 &MH-02
- ~~8. Complete backfill and sub grade preparation for asphalt and concrete pavement over RCB~~
- ~~9. Placement of asphalt and concrete pavement at RCB location~~
10. Adjust hydrant and valve boxes to grade at sidewalk and trail and at RCB location
11. Grading for sidewalk trail, east & west side and over box culvert
12. Installation of 10’ wide concrete trail paving, east & west side of box culvert
13. Installation of electrical service and RCB interior pedestrian lighting
14. Remove and replace damaged curb and gutter and pavement on Prairie View Lane and any other damage to asphalt surfacing on S. 68th Street (restore shoulder as needed)
15. Install pavement markings and lane striping (both locations)
16. Complete final grading and request grading approval prior to final seeding and matting
17. Complete final seeding and matting and repair turf areas damaged during construction
18. Install missing/re-install roadway signage, replace damaged signs, replace nuts/bolts/washers appropriately
19. Install TRM matting at North west side (Dollar General)
20. Install Hydrant extension (6th Street), regrade and reseed the area
21. Construct Flume drain at bank property (extra work), trim drain tiles
22. Repair damaged colored median surfacing at RAB (north exit), may be warranty work
23. Repair damaged curb and pavement at RAB (north exit), may be warranty work
24. Repair damage at RAB (South apron curb)
25. Replace sign post/anchors in kind
26. Seal back of sidewalk at retaining wall locations
27. General project clean up and remove debris (including staging area west of RAB)



68TH & HICKMAN RD. RAB and RCB CONSTRUCTION PROGRESS MEETING MINUTES

Wednesday, May 24, 2023

NAME OF PROJECT:	Hickman RAB and RCB
PROJECT LOCATION:	68 th & Hickman Road, NE
MEETING LOCATION:	Prairie View Ln. and S. 68 th St. (or City Building)
PROJECT #:	017-3213

Project Status/Schedule:

- RCB Phase Start Date – January 9
- Revised/updated schedule received 2-14-22
- Substantial Completion is estimated to be approx. _____
 - Lighting Installation – mobilization on Monday. Micah stated he filed a one-call on Monday (5-22) for this boring.
 - Shoulder grading/edge backfill is 100% complete
 - Trail grading is paving is 45% complete
 - Prairie View Ln. Paving is 100% complete
 - Micah stated that Linhart Construction and Highway signing were scheduled to be on-site beginning the week of ~~5-22-23~~ 5-30-23. Highway signing will also be working on Lincoln area projects for Bauer Infrastructure.
 - Olsson also reminded Micah of the outstanding “preliminary” punch list items
 - Preparations for the retaining wall were discussed
 - Olsson recommended that Bauer be prepared to have at least (2) dewatering pumps and they be installed below the depth of the foundation rock
 - Olsson recommended that Bauer be prepared for a minimum of 12” additional inches of foundations rock and another layer of geogrid.
 - Olsson stated that the 24” RCP storm sewer and manhole will need to be removed in order to construct the select backfill per the retaining wall design requirements. The storm sewer will need to be re-constructed using concrete collars where needed. This was revisited again with Bob and Scott. Olsson stressed the need to be prepared for this work as to not hold up Linhart.
 - Olsson stated that the additional rip rap below the trail paving needs to be installed along the stream bank without encroaching into the stream. This is estimated at 55-60 tons.



Olsson:

- Damage to asphalt surfacing will need to be evaluated after the pavement has been cleaned. **Olsson marked out the areas of damage with paint**
- Formal status of substantially complete has not been achieved
- Drainage at retaining wall concern – Flume solution is approved. Will perform after RCB is complete.
- Schedule for damage repairs at NB exit lane..... To be performed as warranty work to avoid a closure.
- Olsson has provided a draft/preliminary list of punch list items (see attached). A final/formal walk thru will be performed at a later date.
-

City of Hickman:

- Water main is live. Various hydrant extensions and valve adjustments were discussed (see punch list).
-

Action Items:

- Payments will be suspended until substantial completion has been reached.
- Next Meeting – **May 31st**
- **Bauer - Schedule electrical bore**
- **Bauer – Coordinate schedule for week of ~~5-22~~ 5-30 and communicate closure notifications with the City.**
- **Bauer – provide rock sieve reports and samples for lab analysis.**
- Olsson – confirm the need for filter fabric to separate retained soils from select backfill. **Between the drainage zone and the select zone.**
- Olsson – Inquire as to the possibility of using the same gradation of crushed rock behind the wall. **Must use the gradations shown in the design.**

Attendance: Brad T., ~~Arthur H.~~ (Olsson), Micah M., Bob S., Scott L., ~~Mark C., Stu B., Tom S.~~ (Bauer), ~~Phil G.~~, Kelly O., Wade L., (City of Hickman)



Hickman RAB and RCB Preliminary Punch list / Remaining work

as of March 24, 2023

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June 06, 2023

Mayor and City Council
City of Hickman
c/o Kelly Oelke, City Administrator
115 Locust Street
Hickman, NE 68372

RE: 12.47 kV URD System Improvements – Wagon Train Heights
Hickman, Nebraska - 2023
Olsson Project No. 022-06596

On May 26, 2023 at 11:00 am CST, the bid was publicly opened for the 12.47kV URD System Improvements, Wagon Train Heights project. One (1) bid was received for each bid option from the following contractor: (i) Altitude Energy, LLC (Keenesburg, CO): Option 1 - \$413,153.13, Option 2 - \$1,013,153.13. The Engineer's opinion of cost for this service is \$343,575.00.

Olsson recommends that Altitude Energy, LLC, with the lowest Option 1 bid of \$413,153.44, be awarded the contract to complete the above referenced work. With this option, the contractor will most likely run into some issues working with the existing conduits that were installed some years ago. A change order(s) will be considered during the construction process. We believe that this will be the best route utilizing the unit pricing provided by the contractor for these potential issues, which should save the City money instead of accepting the Option 2 lump sum bid price.

Please see the attached bid tab for dollar amounts of the bids received.

Sincerely,

A handwritten signature in blue ink that reads "Brandon M. Jisa". The signature is written in a cursive style with a horizontal line underneath the name.

Brandon Jisa

Encl: Bid Tab - Hickman



12.47KV URD SYSTEM IMPROVEMENTS
WAGON TRAIN HEIGHTS
HICKMAN, NEBRASKA

5/26/2023 - 11:00 AM

BID TABULATION

DESCRIPTION	BIDDERS
Option 1 - Base Bid with Contingency Allowance of \$15,000.00	Altitude Energy, LLC Keenesburg, CO
Option 2 - Bid with Contingency Allowance of \$15,000.00	\$413,153.13
Substantially Complete	\$1,013,153.13
Completed and ready for final payment	December 1, 2023
Addendum Nos. 1 & 2	December 31, 2023
Bid Security:	Yes
Remarks:	5% Bid Bond

BID FORM

Project Identification:

Furnish the specified materials, all labor, services, supervision, and tools necessary for the following:

1. Installation of approximately 1,350 feet of 15kV 4/0 AL underground distribution line, 3,450 feet of 15kV 1/0 AL underground distribution line, 3 new junction cabinets, 3 pull boxes, 8 single-phase transformers, 22 double meter pedestals, 4 single meter pedestals, and 3,600 feet of secondary and neutral cable for metering. Material shall be owner supplied and installed by the contractor. Any missing or additional material, including Option 2, shall be supplied by the contractor per the unit add/deduct pricing listed below.
2. Removals/demolition and other miscellaneous work as shown on the drawings or in the bidding documents.

Contract Identification and Number:

12.47 KV URD System Improvements – Wagon Train Heights, Hickman, NE – 2023
Olsson Project Number 022-06596

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: Mayor and Hickman City Council
P.O. Box 127
Hickman, Nebraska 68372
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for [60] days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>Addendum No.1</u>	<u>05/05/2023</u>
<u>Addendum No. 2</u>	<u>05/17/2023</u>

- B. Bidder has contacted the Engineer prior to bidding and has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. There are no reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site for this project.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID – IF UTILIZING ON-LINE BIDDING, FILL THIS OUT ON THE QUESTCDN WEBSITE.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) including 5.5% Nebraska State sales tax:

- A. **OPTION 1 – Base Bid:** Contractor to quote as specified per technical specifications and drawings. All major equipment and material to be provided by the City. Contractor to utilize existing installed conduits, trench necessary secondary cables, restore site fence/vegetation, as necessary.

Option 1 - Base Bid Lump Sum:	\$ 398,153.13
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- B. **OPTION 2 – Bid Lump Sum:** City to supply all major equipment and material per technical specifications and drawings besides conduit. Contractor to remove existing installed conduits, where necessary install new conduit (material by contractor), trench necessary secondary cables, restore site fence/vegetation, as necessary.

Option 2 – Bid Lump Sum:	\$ 998,153.13
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Option 1/Option 2 Bid Lump Sum Contingency Allowance	\$ 15,000.00
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Option 1 – Base Bid Lump Sum, With Contingency Allowance	\$413,153.13
--	---------------------

Option 2 – Bid Lump Sum, With Contingency Allowance	\$1,013,153.13
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5.02 Add/Deduct Unit Pricing: The following list DOES NOT include all of the specified construction units. Details for each Standard Construction assembly are shown on the construction plans. If increases and decreases in these quantities occur, the Contract Price is to be adjusted by Change Order on the basis of the following: (All units shall include Labor and Material, unless otherwise noted.)

	<u>Material</u>	<u>Labor</u>
a) Primary Conductor (<u>Labor & Material</u>)		
i. 15kV 4/0 AWG AL URD w/ concentric neutral	\$ <u>12.50</u> /CktFT	\$ <u>22.00</u>
ii. 15kV 1/0 AWG AL URD w/ concentric neutral	\$ <u>14.50</u> /CktFT	\$ <u>28.00</u>
b) Secondary Conductor (<u>Labor and Material</u>)		
i. 600V 350 MCM AL	\$ <u>6</u> /CktFT	\$ <u>12.00</u>
ii. 600V 4/0 AWG AL Neutral	\$ <u>9</u> /CktFT	\$ <u>10.00</u>
c) Major Equipment (<u>Labor and Material</u>)		
i. Junction Cabinets (JC3), Cabinet OSCI	\$ <u>1250</u> /EA	\$ <u>1500</u>
ii. Junction Cabinets (JC1), Cabinet OSCI	\$ <u>750</u> /EA	\$ <u>1500</u>
iii. Fused Junction Cabinets (JF1), Cabinet OSCI	\$ <u>1800</u> /EA	\$ <u>1500</u>
iv. 1-Phase Transformer (PT1)	\$ <u>14,500</u> /EA	\$ <u>5000</u>
v. 1-Phase Transformer Pad (TP1)	\$ <u>850</u> /EA	\$ <u>2500</u>
vi. 1-Phase Pull Box (PB1)	\$ <u>650</u> /EA	\$ <u>2500</u>
vii. Single Meter Pedestal (S1)	\$ <u>350</u> /EA	\$ <u>750</u>
viii. Double Meter Pedestal (S2)	\$ <u>450</u> /EA	\$ <u>750</u>
d) Equipment (<u>Labor and Material</u>)		
i. Secondary Bushing Connectors, Detail SC	\$ <u>75</u> /EA	\$ <u>150</u>
ii. Elbows, 15kV, 200A, Load Break, Elastimold	\$ <u>105</u> /EA	\$ <u>450</u>
iii. Insulated Bushing Caps, Elastimold	\$ <u>95</u> /EA	\$ <u>150</u>
iv. Cold Shrink Terminations, 3M	\$ <u>105</u> /EA	\$ <u>450</u>
v. 2-Hole Terminators, 200A		
vi. Fuse, 200A, 15Kv	\$ <u>375</u> /EA	\$ <u>150</u>
e) Grounding (<u>Labor and Material</u>)		
i. #2 CU Bare Grounding Conductor	\$ <u>9.50</u> /FT	\$ <u>8</u>
ii. #4 CU Bare Grounding Conductor	\$ <u>9.50</u> /FT	\$ <u>8</u>
iii. 1/0 CU Bare Grounding Conductor	\$ <u>9.50</u> /FT	\$ <u>8</u>
iv. Ground Straps	\$ <u>15</u> /FT	\$ <u>12</u>
v. Ground Rod, 5/8" Dia., 8'-0"	\$ <u>82</u> /EA	\$ <u>150</u>
vi. Ground Clamp, Anderson GC141AG2	\$ <u>18</u> /EA	\$ <u>25</u>
vii. Ground Connector, Cable to Cable, CU, Crimp Type	\$ <u>18</u> /EA	\$ <u>25</u>
f) Underground (<u>Labor and Material</u>)		
i. Trenching (Secondary Cables)	\$ <u>75</u> /FT	\$ <u>75</u>
ii. 2" HDPE Conduit	\$ <u>5</u> /FT	\$ <u>100</u>
iii. 4" HDPE Conduit	\$ <u>9</u> /FT	\$ <u>110</u>
iv. 6" HDPE Conduit	\$ <u>22</u> /FT	\$ <u>125</u>
g) Demo (<u>Labor and Material</u>)		
i. Removal/Abandonment of existing equipment, per dwgs	\$ <u>2500</u> /EA	\$ <u>2500</u>

ARTICLE 6 – TIME OF COMPLETION

- 6.01 The Owner prefers that the work be completed as soon as possible with a fall 2023 preference. Bidder agrees that the Work will be substantially complete on or before Dec. 1 2023, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before Dec. 31 2023.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a 5% Bid Bond and/or Cashier's Check;
 - B. List of Proposed Subcontractors;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Altitude Energy, LLC

By:

[Signature]



[Printed name]

Josh Bradford, CEO

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Aracely Seewald

Title:

Executive Assistant

Submittal Date:

05/26/2023

Address for giving notices:

PO Box 359, Keenesburg CO 80643

Telephone Number:

(720) 618-3252

Contact Name and:

Josh Bradford, CEO

e-mail address:

bids@altitudeenergy.com

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

ALTITUDE ENERGY LLC
26400 Interstate 76 Frontage Road
P. O. Box 359
Keenesburg, Colorado 80643

SURETY (Name, and Address of Principal Place of Business):

ATLANTIC SPECIALTY INSURANCE COMPANY
605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

OWNER (Name and Address):

CITY OF HICKMAN, NEBRASKA
Mayor and Hickman City Council
P. O. Box 127
Hickman, Nebraska 68372

BID

Bid Due Date: May 10, 2023

Description (Project Name— Include Location): 12.47 KV URD System Improvements - Wagon Train Heights
Hickman, Nebraska - 2023

BOND

Bond Number: Not Applicable

Date: May 10, 2023

Penal sum	<u>Five Percent of the Total Amount of the Bid</u>	\$	<u>5%</u>
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

ALTITUDE ENERGY LLC (Seal)
Bidder's Name and Corporate Seal

By: 
Signature

Josh Bradford
Print Name

CEO
Title

Witness: 
Attest By: Signature
Executive Assistant
Title


SURETY

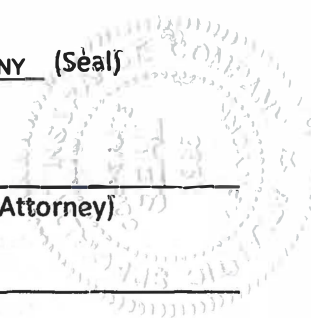
ATLANTIC SPECIALTY INSURANCE COMPANY (Seal)
Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

Douglas J. Rothey
Print Name

Attorney-in-Fact
Title

Witness: 
Attest By: Signature
Cynthia M. Burnett
Littleton, Colorado
Title



Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

C:\Users\bjisa\Desktop\Progressive Road\Specs\C-430 Bid Bond.docx

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Cynthia M. Burnett, Douglas J. Rothery, Kim Payton, Wesley J. Butorac, Jason A. McMillan, Zach Rothery, Erik E. Ulibarri**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

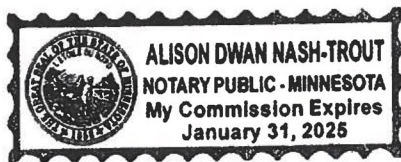
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 10th day of May, 2023.

This Power of Attorney expires
January 31, 2025



Kara Barrow
Kara Barrow, Secretary



INTEGRATED CONTROLS
 3116 S. 13TH STREET
 LINCOLN, NE 68502
 Ph(402)875-1468 · Fax(402)858-6078



AUTHORIZED BUILDING
 CONTROLS SPECIALIST

Hickman Community Center & City Hall
 115 Locust Street
 Hickman, NE 68372

Three Year Service Contract – Effective July 1, 2023 through June 30, 2026.

Base Contract

Year 1	\$1,286.00
Year 2	\$1,325.00
Year 3	\$1,365.00

10 Hours pre-purchased labor included, per year

Labor Rates

Discounted Labor Rate – Pre-Purchased	\$112.00
Discounted Labor Rate – Service	\$125.00
Labor Rate – Regular Rate	\$140.00
Labor Rate – Overtime & Holiday	\$185.00
Labor Rate – Overtime & Holiday	\$185.00

Material Discount

Material & Parts 20% Discount

3rd Party Service Mark-up

Third party billing and payment service 15% Mark-up

Customer Service Plan Details

System Upgrades	Service & Support*
Preventive Maintenance*	Database Protection*

*Note- items will use the pre-purchased hours selected on this contract. *(Detailed in the pages below)*

Annual Escalation for 2-3rd year 3%
 Billed semi-annually at the start of contract.

Integrated Controls Service Plan Features

Integrated Controls goals with this proposal are:

- ✓ Maintain system software and hardware to current revisions.
- ✓ Support facility staff with annual inspections/maintenance.
- ✓ Develop a regular maintenance relationship with the City of Hickman to promote automated operation of controls and maximum facility uptime.
- ✓ Sustain the reliability of the facilities temperature control system through a system of checks and balances as well as a support system when problems arise.
- ✓ Develop and modify system alarms to aid and maximize up time and reduce urgent action items.

About the facilities

- ✓ Hickman Community Center building automation system is made up of (1) FX80 controller, (1) Heat Pump Loop, (2) Energy Recovery Units, (19) Heat Pumps, (6) Stratification Fans, (6) Water Bug detectors, (1) Make-up tank and (2) VFD's.
- ✓ All system components are part of a Johnson Building Automation system.
- ✓ This facility is operated with the Johnson FX80 building management controller, and an N4 front-end.

Pricing Advantage

As a service plan customer you will receive an additional 20% discount on parts that need to be replaced or repaired and a 20% discount on the labor needed to install them (discount from our normal rates). *Current discounted service plan rates are \$112/hour compared to \$140/hour for non-service customers.*

Service History

All service visits will be documented by a work order detailing the service performed, materials used and hours spent. Accurate records of work performed will be documented, and available for your review upon request.

Dedicated Service Team

Our service team has numerous years of experience with diverse building automation systems. Our team is trained on the equipment at your facility, and we have extensive experience with maintaining your system.

Priority Response Time

As a support program customer, you will be given priority for “emergency” calls. Should an emergency arise, we will give you top priority over non-support program customers.

- ✓ **Response Window**

We will provide emergency service, between scheduled preventive maintenance calls, 7 days a week 24 hours per day. Emergencies will be determined by the City of Hickman and Integrated Controls.

- ✓ **On-Line Response Time**

We will respond ASAP via an available outside connection, for corrective action during the emergency response window specified. If remote diagnosis determines a site visit is required to complete troubleshooting procedures, we will be on-site in a timely manner.



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AUTHORIZED BUILDING
CONTROLS SPECIALIST

Integrated Controls *Service Plan Features*

System Training

Training on an as needed basis is available to help the maintenance staff with the different aspects of the building automation system.

Database Protection

The stored electronic information (programming, graphics, setpoints, etc.) in your system represents a large part of your investment. Integrated Controls will backup your entire database on a semi-annual basis to ensure that there is a complete and up-to-date backup should hardware failure occur. This proposal includes:

- ✓ Semi-annual database backup.

Preventative Maintenance

An annual system inspection can help prevent downtime with critical equipment, as well as assure a fully functional system. These maintenance visits will ensure that your system is running at its optimal level, which will translate to energy savings, maximum system up-time, and peak comfort levels. This proposal includes:

- ✓ A technician will be allotted 2 on-site trips at the request of the customer.

SMAs & Technology Upgrades

Software Maintenance Agreements (SMAs) are required by Tridium to be active on every Jace to receive support, patches, and upgrades. Tridium periodically releases software updates that provide added features, patches, or optimization to your system. Integrated Controls will provide these upgrades as they become available, always keeping your system current. This proposal includes:

- ✓ 3 year SMA for each device; (1) Jace
- ✓ Installation of software upgrades to the newest revision, as available.

Support Services

Support hours as you need them, whether it is immediate online support from our office, or an on-site visit from a service technician. Pre-paying for these hours allows you to budget for emergency calls or special projects, and spread out the payments on your terms. This proposal includes:

- ✓ 10 Hours annually. Technician hours can be used either on-site or on-line as required. On-site hours can be used for any service, training requirements or any custom service plan features listed on this document. These hours can also be used for normal operation of the building, while building engineer is unavailable.

Integrated Controls believes that this proposal includes the best interests of the City of Hickman, and is based on your input. If accepted, please sign and date below and return to Integrated Controls with purchase order information. The second copy is for your records.

Proposal Accepted

Signature, Customer Name

Date

TERMS AND CONDITIONS

INTEGRATED CONTROLS agrees to perform maintenance according to the terms and conditions here set forth.

All scheduled maintenance service shall be performed during normal working hours. Normal working hours under this agreement are 7:30 A.M. - 4:00 P.M. each day, Monday through Friday inclusive, except for legal holidays.

SPECIAL EXCEPTIONS.....

The following items pertaining to the maintenance agreement are not covered under this contract:

Acts of God - (i.e. lighting, flooding, etc.)

Vandalism of equipment is not covered.

Maintenance and repair of electrical wiring

Boiler or combustion controls

Repair of air, steam or water piping due to corrosion or physical damage or other caused beyond our control

Removal and re-installation of dampers and valve bodies to duct work and piping

Work required to gain access to equipment or items covered under this agreement and subsequent patching and painting

Safety tests, new attachments, or additional controls as recommended or directed by laboratories, governmental authority, or insurance companies, etc.

It is also agreed that:

You shall provide reasonable access to all equipment and devices which are to be serviced.

We shall be free to start and stop all primary equipment incidentals to the operation of the control system(s).

Replacement or repairs necessitated by negligence or misuse of the equipment or for any other reason beyond our control except ordinary wear and tear shall not be covered by this agreement.

We reserve the right to replace devices, when necessary, with devices which have similar operating characteristics.

All parts and replacement devices shall carry the manufacturer's standard written guarantee.

You agree to pay, as an addition to the contract amount, the amount of present and future taxes of any other governmental charges

Now or hereafter imposed by existing or future laws with regard to the transfer, use, ownership or possession of the equipment to which this agreement relates.

In the event that the system(s) is (are) moved in any way without our prior knowledge and consent, we reserve the right to terminate this agreement immediately.

Any unused pre-purchased hours may be rolled over at the end of each contract year, or upon redraft or resign of the contract. At any time, you may use the monetary value of your hours towards the purchase of material; however the 20% material discount will not apply.

This agreement may be terminated by either party upon 90 days written notice. If terminated by Integrated Controls Inc. any unused contract hours will be refunded to customer.

This agreement, when accepted by you and approved in writing by our authorized representative, at the place provided at the end thereof, shall constitute the entire agreement between us, and all prior agreements or representations not incorporated herein are superseded.

Bronze Service Agreement



Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Part Repair/Replacement and Service Requests

This Agreement does not include the repair, refurbishment or replacement of any parts or components of your Unit(s). This Agreement also does not include the dispatch of our technician for any reason from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passenger's through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator ("Service Requests"). The repair, refurbishment or replacement of any parts or components of your equipment and any Service Requests will be separately billable to you at TK Elevator's standard billing rates including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job, with any Overtime work billed at our standard Overtime rates.

Testing

Equipment Testing

This agreement includes only the following tests:

- those annual safety tests for your hydraulic Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendars days thereafter to both evaluate such proposals and, at TK Elevator's sole

Bronze Service Agreement



option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal, TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

Contract Term, Price, Available Discounts & Payment

Term

This Agreement is effective for 60 months starting on the date it is fully executed by both Parties including an authorized manager of TK Elevator and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 60-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60-month period or at least 90-Days before the end of any subsequent 60-month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

Price

Bronze Service Agreement



The price for the services as stated in this Agreement shall be \$90.00 per month, inclusive of all applicable sales and use taxes, payable quarterly in advance. The billed amount may vary based on discounts as accepted by Purchaser's initials below and adjustments referenced in this Agreement that are applied throughout the life of the Agreement.

Available Discounts

Payment Plan

Billing Frequency	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$3.6	
Semi Annual	2%	\$1.8	
Quarterly	No Change	\$0	Current Selection

Contract Term

Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Seven (7)	2%	\$1.8	
Ten (10)	4%	\$3.6	
Fifteen (15)	8%	\$7.2	

We reserve the right to annually increase all charges under this Agreement five percent plus an additional amount resulting from any increase of any of TK Elevator's expenses relating to one or more of the following categories during the preceding calendar year: labor, employment benefits, materials, tools, vehicles, fuel, rent, internet and/or communication access, data storage, utilities, logistics/shipping, waste disposal, taxes, tariffs, and any governmentally-imposed charges.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the

Bronze Service Agreement



Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the

Bronze Service Agreement



property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

Bronze Service Agreement



You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Bronze Service Agreement



Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

**HICKMAN COMMUNITY CENTER &
(Purchaser):**

TK Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)

(Signature of Branch Representative)

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

13275 Cornhusker Road
Omaha, NE 68138
402-345-4056

Thank you for choosing TK Elevator. We appreciate your business.

Bailey Caldwell



Customer Portal & Mobile App setup form

Name:			
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:			
Email:			
Subscribe to email notifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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This Agreement also includes the dispatch of our technician to address minor adjustments to, and the release of any entrapped passengers from, a Unit during Regular Time (“Service Requests”). Service Requests may be made from one or more of the following: you or your representative, the building or building’s representative, emergency personnel, and/or passengers through the Unit’s communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

We will respond to Service Requests during Regular Time, as defined above, at no additional charge.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time (“Overtime Service Requests”). On all Overtime Service Requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Testing

Equipment Testing

This agreement includes only the following tests:

- those annual safety tests for your hydraulic Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit’s normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the

Gold Service Agreement



equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit (“Billable Work”). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator’s standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator’s sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer (“OEM”), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendars days thereafter to both evaluate such proposals and, at TK Elevator’s sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator’s sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal, TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

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MAX is a cloud-based Internet of Things (“IOT”) platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a “Device”). Purchaser consents and authorizes TK Elevator to (1) access Purchaser’s premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser’s own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the “CP”) and mobile application (the “App”) which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser’s access to the CP and App if any of Purchaser’s accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

Contract Term, Price, Available Discounts & Payment

Term

This Agreement is effective for 60 months starting on the date it is fully executed by both Parties including an authorized manager of TK Elevator and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 60-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60-month period or at least 90-Days before the end of any subsequent 60-month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

Price

The price for the services as stated in this Agreement shall be \$135.00 per month, inclusive of all applicable sales and use taxes, payable quarterly in advance. The billed amount may vary based on discounts as accepted by Purchaser’s initials below and adjustments referenced in this Agreement that are applied throughout the life of the Agreement.

Gold Service Agreement



Available Discounts

Payment Plan

Billing Frequency	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$5.4	
Semi Annual	2%	\$2.7	
Quarterly	No Change	\$0	Current Selection

Contract Term

Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Seven (7)	2%	\$2.7	
Ten (10)	4%	\$5.4	
Fifteen (15)	8%	\$10.8	

We reserve the right to annually increase all charges under this Agreement five percent plus an additional amount resulting from any increase of any of TK Elevator's expenses relating to one or more of the following categories during the preceding calendar year: labor, employment benefits, materials, tools, vehicles, fuel, rent, internet and/or communication access, data storage, utilities, logistics/shipping, waste disposal, taxes, tariffs, and any governmentally-imposed charges.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids

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become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

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TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

Gold Service Agreement



In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Gold Service Agreement



Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

HICKMAN COMMUNITY CENTER & (Purchaser):	TK Elevator Corporation Management Approval
By: _____	By: _____
(Signature of Authorized Individual) Karissa Draper	(Signature of Branch Representative)
_____ (Print or Type Name)	
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

13275 Cornhusker Road
Omaha, NE 68138
402-345-4056

Thank you for choosing TK Elevator. We appreciate your business.

Bailey Caldwell



Customer Portal & Mobile App setup form

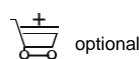
Name:	Karissa Draper		
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:	(402) 792-2212		
Email:	officeassistant@hickman.ne.gov		
Subscribe to email notifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

We service TK Elevator and non-TK Elevator equipment.

Machinery with constant use requires constant care. For elevators and escalators, this means regular inspections and adjustments. Even with the best care, equipment occasionally breaks down. That's where our service packages matter. Whether your elevator is used once a week in a church or a hospital that operates 24/7/365, we've got you covered. This includes expert service for competitor equipment, such as Otis, KONE, Schindler, Fujitec and Mitsubishi.

Like any good partnership, we're with you for the long haul. Our professionals can help you understand your elevator's life cycle and plan for necessary capital expenditures. Capital planning is imperative and we're ready to help.

Packages	Bronze	Gold	Platinum	Platinum Premier
Services				
Quality assurance	✓	✓	✓	✓
Preventative maintenance	✓	✓	✓	✓
Annual safety testing	✓	✓	✓	✓
ADA telephone monitoring	🛒+	🛒+	🛒+	🛒+
Customer Portal (Free version available)	🛒+	🛒+	🛒+	🛒+
MAX		☐-	☐-	☐-
Parts repair and replacement		✓	✓	✓
Service requests during normal hours		✓	✓	✓
After-hours service requests			☐-	✓



optional



limited or conditional



included

RESOLUTION NO. 2023-06

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

WHEREAS, Hickman Municipal Code Section 1-702, Deposit of Funds, requires all banks, capital stock financial institutions, or qualifying mutual financial institutions a bond in such penal sum as may be the maximum amount on deposit at any time less the amount insured by the Federal Deposit Insurance Corporation or, in lieu thereof, security given as provided in the Public Funds Deposit Security Act to secure the payment of all such deposits and accretions and;

WHEREAS, Neb. Rev. Stat. §77-2386 requires banks to collateralize public funds and Neb. Rev. Stat. §77-2398 allows banks to collateralize funds using either a dedicated or pooled method and;

WHEREAS, the City's Appointed Primary Financial Depository, First State Bank Nebraska, has offered the City utilization of a pooled collateral method titled Nebraska Bankers Insurance and Services Company Single Bank Pooled Collateral Program (SBPC) to secure the City's deposits in lieu of current Security Pledges and;

WHEREAS, The City Council shall approve such bond or giving of security.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HICKMAN, NEBRASKA, that the City of Hickman approves of the participation in the Nebraska Bankers Insurance and Services Company Single Bank Pooled Collateral Program (SBPC) to secure the City's deposits, and hereby authorizes the City Treasurer to sign for consent on behalf of the City.

PASSED AND APPROVED this 13th day of June 2023.

Mayor, Phil Goering

ATTEST:

(SEAL)

Jaala Johnson, City Clerk

Single Bank Pooled Collateral Program (SBPC)

Secure your deposits in a more efficient and cost-effective manner.

As public depositors, you want to know that your deposits are secure. The State of Nebraska has revised current law to allow banks to secure public deposits using a new Single Bank Pooled Collateral method. By electing to utilize the pooled collateral method, banks provide public depositors with a greater sense of security knowing that there are two separate entities monitoring deposits and collateral activity on a regular basis.

Not only will your bank monitor the pooled funds and track collateral activity, but the Nebraska Bankers Insurance and Services Company (NBISCO), a subsidiary of the Nebraska Bankers Association and the authorized Administrator of the Single Bank Pooled Collateral Program, will be monitoring deposits and tracking collateral activity, as well.

By maintaining your public deposits with a bank utilizing the pooled collateral method, you gain the following:

- oversight by two entities (bank and Program Administrator) on a monthly basis;
- reduced administrative time and expense;
- reduced audit expense by having all audit information in one location;
- greater degree of accuracy and safety.

NBISCO has been selected by the Nebraska Department of Banking and Finance (NDBF) as Administrator of the SBPC program based on its experience and expertise in performing quality administrative services. NBISCO has established a thorough administrative process and data processing system to receive data from participating banks, to make required reports to public depositors and to track pooled collateral activity associated with each participating bank.

For additional information regarding this exciting new method of collateralization, contact your financial institution or Misty Stoner, at (402) 904-7060 or NEPooledCollateral@nebankers.org.

For more information visit <https://www.nebankers.org/nepooledcollateral.html>

SINGLE BANK COLLATERAL POOL DISCLOSURE CIRCULAR

Neb.Rev.Stat. § 77-2386 et. seq. requires banks to collateralize public funds and *Neb.Rev.Stat. § 77-2398* allows banks to collateralize public funds using either a dedicated or pooled method. Administration of the pooled method (“Pooled Method”) is delegated to the Director of the Department of Banking and Finance (“Department”) who is authorized to appoint an administrator to carry out its rights and responsibilities in respect to the Pooled Method for the state of Nebraska. The Nebraska Bankers Insurance and Services Company (NBISCO), a wholly- owned subsidiary of the Nebraska Bankers Association, has been appointed and has entered into a contract with the Department to administer the Nebraska Single Bank Collateral Pool (“Pooled Method Administrator”). NBISCO receives monthly reports from banks and qualified trustees to monitor the collateralization of deposits and assesses fees to participating banks for administering the Pooled Method. NBISCO receives no compensation from the Department or the state. All Program Administration fees are paid by participating banks. NBISCO is currently the only approved Pooled Method Administrator.

Each participating bank selects a Qualified Trustee to hold collateral pledged for public funds. Each participating bank pledges a pool of collateral held by a Qualified Trustee to secure all of the public deposits above the FDIC insurance limit. Pooled collateral is assigned to the Pooled Method Administrator instead of each public depositor. A Qualified Trustee is not permitted to release collateral without prior permission from the Pooled Method Administrator.

The list of securities that a bank may use as collateral under the Pooled Method can be accessed at <https://nebraskalegislature.gov/laws/statutes.php?statute=77-2386>.

There are three Agreements required to utilize the Pooled Method that reflect the roles and responsibilities for the Department, Pooled Method Administrator, Banks, and Qualified Trustees in administering the Program. These agreements are the Single Bank Collateral Pool Administrator Agreement, Custodial Agreement, and Security Agreement. Electronic copies of the agreements can be accessed via the Administrator’s website at: www.nebankers.org/nepooledcollateral.html. Some banks select the Federal Reserve as qualified trustee to hold pledged collateral. In these instances, the Federal Reserve Bank Operating Circular No. 7 (Book-entry Securities Account Maintenance and Transfer Services) will govern the actions of the Qualified Trustee instead of the Custodial Agreement. The public depositor should be aware that the rules of the Operating Circular may differ from the Custodial Agreement and state or local requirements.

While the Pooled Method provides efficiency for banks as they collateralize public funds, there are certain risks associated with the Pooled Method and such risks are assumed by public depositors. It is advised that public depositors discuss with their depository banks the benefits and risks associated with the Pooled Method as well as the dedicated method.

Public depositors may also contact NBISCO at (402) 474-1555 or nepooledcollateral@nebankers.org with questions or for additional information. The Pooled Method is offered as a convenience for banks and public depositors. The Department assumes no risk associated with accounts secured by pooled collateral under the Pooled Method.

Following is a summary of some of the risks of the Pooled Method.

Risks of the Pooled Method

1. State law establishes eligibility criteria for collateral. The Department does not value, monitor or approve each depositor's collateral. The Pooled Method Administrator does not receive collateral reports on a "real-time" basis. Therefore, balances on any specific date may not be fully collateralized.
2. A bank may fail due to liquidity problems, especially if associated with undetected fraud. In such instances, any recent public deposits may be insufficiently collateralized, causing a shortfall to "all" local governments having accounts with the failed bank secured by the Pooled Method. Such an event could trigger liquidity and budget problems for some public depositors in the pool.
3. In the event a bank fails during a market crisis, the liquidation of collateral may generate less proceeds than expected. Some securities may be thinly traded and the Department or Receiver of the failed bank may have to accept low bids or delay liquidation of some securities.
4. It can take up to 10 business days from month-end for the Pooled Method Administrator to receive collateral reports from depository banks and qualified trustees. It can also take up to 30 business days from month-end before the public depositor receives or has access to reports from the Pooled Method Administrator.
5. The Pooled Method allows a bank three (3) business days to pledge sufficient collateral and five (5) business days to correct a deficiency if the account is secured by a Federal Home Loan Bank letter of credit. Although this time is less than the maximum allowed by statute, it poses some risk and may be longer than allowed by certain local governments when using the dedicated method.

NEITHER THE DEPARTMENT, THE STATE, NOR THE POOLED METHOD ADMINISTRATOR ASSUMES ANY LIABILITY FOR ANY LOSS BY A PUBLIC DEPOSITOR UTILIZING THE POOLED METHOD.(§77-23,107)

RESOLUTION NO. 2023-07

WHEREAS, Rega Engineering Group INC, on behalf of Mitchel & Cynthia Bauman, Owners, has submitted a Preliminary Plat to the City of Hickman, Nebraska, for Kaplan 1st Addition Subdivision, for the purpose of redistributing boundary lines for three parcels, making four parcels in Hickman's extraterritorial jurisdiction; property legally described as Kaplan Addition, Lot 2, Hickman Ne 68372 S35, T8, R7, 6th Principal Meridian, Lot 33 NE, Hickman Ne 68372 and S35, T8, R7, 6th Principal Meridian, Lots 29-30 NE, Hickman Ne 68372, Lancaster County, Nebraska; generally located south of Hickman Road, north of Wagon Train Road and half mile east of south 82nd Street; and

WHEREAS, Rega Engineering Group INC has requested the following waivers from Hickman Subdivision Ordinance 2007-03:

1. BOTH EXISTING AND PROPOSED GRADES SHALL BE SHOWN
 - i. (Preliminary Plat Specifications 3.03.02, 3.03.12)
 - ii. No plans are made to change any grades on the subject property.
2. ITEMIZED COST ESTIMATE FOR PUBLIC IMPROVEMENTS
 - i. (Preliminary Plat Specifications 3.03.15)
 - ii. There are not any needed public improvements for this project. All sanitary systems are to be private.
3. EROSION AND SEDIMENT CONTROL PLAN
 - i. (Preliminary Plat Specifications 3.03.16)
 - ii. There is no new grading plan for the project so there is no need for an erosion and sediment control plan.
4. SANITARY SEWER PLAN, DRAINAGE STUDY AND STREET PROFILES
 - i. (Preliminary Plat Specifications 3.03.22)
 - ii. All sanitary sewer is to be private. There are no proposed changes to grading. No new streets are proposed.
5. SIDEWALKS
 - i. (Design Standards 5.21 & Required Improvements 6.07)
 - ii. (Rural development)
6. PEDESTRIAN EASEMENT FOR BLOCKS GREATER THAN 600 FEET
 - i. (Design Standards 5.15)
 - ii. (Rural subdivision)
7. BLOCK LENGTH
 - i. (Design Standards 5.15)
 - ii. (Rural subdivision)
8. LANDSCAPE SCREENING
 - i. (Required Improvements 6.06)
 - ii. (Rural development with existing trees for screening)
9. STREET LIGHTING
 - i. (Required Improvements 6.05.02)
 - ii. (Rural subdivision)
10. 10% OPEN SPACE FOR PUBLIC USE
 - i. (Dedications and Preservation of Public Land 7.02)
 - ii. (Rural development)

WHEREAS, the Planning Commission of the City of Hickman met on May 2, 2023 to hold a public hearing and review said preliminary plat, and voted on May 2, 2023 to recommend to the City Council the approval of Kaplan 1st Addition Subdivision Preliminary Plat with the incorporation of all comments provided by the City Engineer and County Surveyor; and

WHEREAS, the City Council of the City of Hickman has reviewed the preliminary plat and has determined it is in the best interest of the City of Hickman, Nebraska to grant acceptance of the preliminary plat with all waivers and conditions as written above.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hickman, Nebraska, that Kaplan 1st Addition Subdivision, for the purpose of redistributing boundary lines for three parcels, making four parcels in Hickman's extraterritorial jurisdiction; property legally described as Kaplan Addition, Lot 2, Hickman Ne 68372 S35, T8, R7, 6th Principal Meridian, Lot 33 NE, Hickman Ne 68372 and S35, T8, R7, 6th Principal Meridian, Lots 29-30 NE, Hickman Ne 68372, Lancaster County, Nebraska; generally located south of Hickman Road, north of Wagon Train Road and half mile east of south 82nd Street is hereby approved, with the incorporation of all waivers and conditions as written above.

PASSED AND APPROVED THIS 13TH DAY OF JUNE 2023.

Mayor Phil Goering

Attest:

Jaala Johnson, City Clerk

(SEAL)

After recording please return to:
City of Hickman
115 Locust Street, P.O. Box 127
Hickman, NE 68372

ORDINANCE NO. 2023-06

AN ORDINANCE TO APPROVE THE FINAL PLAT OF KAPLAN 1ST ADDITION, A SUBDIVISION WITHIN THE ZONING JURISDICTION OF THE CITY OF HICKMAN, LANCASTER COUNTY, NEBRASKA; AND TO PROVIDE FOR AN EFFECTIVE DATE THEREOF.

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

- Section 1. Kaplan 1st Addition is a subdivision within the zoning jurisdiction of the City of Hickman, Lancaster County, Nebraska.
- Section 2. Pursuant to the subdivision ordinance of the City of Hickman, Lancaster County, Nebraska, Ordinance No. 2007-03, the final plat of Kaplan 1st Addition, a copy which is attached hereto and made a part of this ordinance, is hereby approved.
- Section 3. The City Clerk of Hickman, Nebraska is directed to endorse a certificate of approval on the final plat and to file the original with the Lancaster County Register of Deeds Office and do all other acts required by state statute and said ordinance.
- Section 4. This ordinance shall be in full force and effect from and after its passage and publication according to law.

PASSED AND APPROVED THIS 13TH DAY OF JUNE, 2023

Mayor Phil Goering

ATTEST:

Jaala Johnson, City Clerk

(SEAL)

City of Hickman Municipal Code

SECTION 7-236: DROUGHT EMERGENCY CONTINGENCY PLAN

The City of Hickman shall address any short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in regard to water use than the previous stage, since there will be greater deterioration in water supply conditions. The mayor is hereby authorized to implement the appropriate conservation measures as set forth in this section, when any of the conditions have been reached which would qualify for any of the specific stages. The mayor is given discretion to declare any stage as deemed appropriate by him/her by reviewing the severity of the trigger conditions and other additional information, and is further authorized to implement conservation measures within the guidelines provided for each particular stage.

STAGE ONE: WATER WATCH

This stage is triggered by any one of the following conditions:

- A. Ground water levels have fallen five feet below normal seasonal levels.
- B. System pressure falls below 35 pounds per square inch.
- C. Demand for one day is in excess of 500,000 gallons per day.

GOALS: The goals of this stage are to heighten awareness of the public of the water conditions and to maintain the integrity of the system.

MANAGEMENT ACTIONS: (A) Leaks will be repaired within 48 hours of detection; (B) The Village will monitor its use of water and will curtail activities such as hydrant flushing and street cleaning.

REGULATION ACTIONS: The public will be informed through the local media of the water watch and be asked to voluntarily reduce outdoor water use and to efficiently use water for indoor purposes, for example, washing full loads of clothing and/or dishes, limiting the length and frequency of showers, checking for leaks and dripping faucets, to prevent unnecessary use of water.

STAGE TWO: WATER WARNING

This stage is triggered by any one of the following conditions:

- A. Ground water levels have fallen ten feet below normal seasonal levels.
- B. System pressure falls below 35 pounds per square inch.
- C. Plant operations are at 80% capacity for more than three consecutive days.
- D. Demand for one day is in excess of 500,000 gallons per day.

GOALS: The goals of this stage are to reduce peak demands by 20% and to reduce over all weekly consumption by 10%.

MANAGEMENT ACTIONS:

- A. Water supply will be monitored daily.
- B. Leaks will be repaired within 24 hours of detection.
- C. Pumping at wells will be reduced to decrease drawdown and to maintain water levels over well screens.
- D. The City will curtail its water usage, including watering of city grounds and washing vehicles.

REGULATION ACTIONS: In addition to the regulation actions of Stage One, the following regulatory authority may be exercised by the mayor.

- A. An odd/even lawn watering system will be imposed on city residents. Those with odd-numbered houses will water on odd days and those with even-numbered houses will water on even days.
- B. Outdoor water use, including watering lawns and washing cars will be restricted to before 10:00 a.m. and after 9:00 p.m.

- C. Refilling of swimming pools or hot tubs will be limited to one day a week after sunset.
- D. Excess water use charges for usage of water over the amount used in the winter will be imposed at a rate twice the normal rate for water usage.
- E. Waste of water will be prohibited (i.e. water running down the street).

STAGE THREE: WATER EMERGENCY

This stage is triggered by any one of the following conditions:

- A. Ground water levels have fallen 15 feet below normal seasonal levels.
- B. System pressure falls below 35 pounds per square inch.
- C. Any pumping lowers water levels to within five feet of the top of the well screens.
- D. Plant operations are at 90% capacity for more than three consecutive days.
- E. Demand for one day is in excess of 500,000 gallons per day.

GOALS: The goals of this stage are to reduce peak demands by 50% and to reduce overall consumption by 25%.

EDUCATION ACTIONS:

- A. The City will make news releases to local media describing current conditions and indicate the water supply outlook for the City.
- B. The City will hold public meeting(s) to discuss the emergency, the status of the water supply and further actions to be taken.

MANAGEMENT ACTIONS:

- A. The city water supplies will be monitored daily.
- B. Leaks will be repaired within 24 hours of detection.
- C. Standby wells will be activated for contingency operation.
- D. Pumping at wells will be reduced to decrease drawdown and to maintain water levels over well screens.
- E. The City will seek additional emergency supplies from other users, the state or federal government.

REGULATION ACTIONS: In addition to the regulation actions available under Stage Two, the following regulatory authority may be exercised by the Mayor:

- A. Outdoor water use will be banned, except for businesses which require outdoor water use to operate.
- B. Waste of water will be prohibited.

ENFORCEMENT: In the event that any water consumer fails to comply with regulatory action taken by the City, then the Mayor may direct immediate discontinuance of water service to the location which is not in compliance with the restrictions imposed. Water service may be resumed by the Mayor after being provided adequate evidence to show that compliance has been instituted and that compliance will continue under the restrictions imposed.

CITY OF HICKMAN, NE

VOLUNTARY WATER RESTRICTION

Due to current drought conditions in the area, the City is requesting citizens to voluntarily conserve water.

Please reduce your outdoor water use & implement conservation methods such as:

- adjust automated sprinkler systems to at least 50% less
- reduce or eliminate high water use outdoor activities
- limit refilling of pools or hot tubs to one day a week after sunset
- reduce or eliminate irrigation of outdoor turf and landscape
- refrain from watering your outdoor landscape when it rains
- avoid wasting of water (i.e. water running down the street from sprinkler systems)

REMINDER: Mandatory Alternate Watering Days are in Effect thru September 30!

Alternate Watering Day Regulations & additional tips on how you can conserve water is available at www.hickman.ne.gov



**Alternate Day Watering in Effect
May 1 to September 30
Ordinance NO. 2021-13**

The following water restrictions shall apply in the enforcement of these regulations due to seasonal lack of sufficient pumping capacity and water supplied to the City's water storage facilities:

- 1) Lawn watering and lawn irrigation by consumers of City of Hickman Municipal Water shall be restricted as follows during the period beginning May 1 and ending September 30 of each year.
- 2) Consumers having **odd** numbered street addresses shall be permitted to water or irrigate their lawns on **Tue, Thur & Sat.**
- 3) Consumers having **even** numbered street addresses shall be permitted to water or irrigate their lawns on **Wed, Fri and Sun.**
- 4) No lawn watering or lawn irrigation shall be permitted on Mondays**

Penalties for noncompliance shall be:

First offense:

notification on the consumers property

Second offense:

written warning mailed to the consumer

Third offense:

\$250 fee added to the consumers monthly billing from the city

Fourth and continual offenses:

\$1,000 added to the consumers monthly billing from the city

Exemptions:

- A 30 day exemption to the lawn watering and lawn irrigation for those consumers establishing new grass and for seasonal reseeding. *Registration at City Hall Required.*
- Watering restrictions do not apply to washing of cars, driveways, houses, etc.
- Consumers who irrigate with reclaimed water, well or pond water do not need to follow the alternate day watering schedule.

Follow Us on Facebook



Come Join the City's New Facebook page.

Get Connected for Our Latest News & Updates. Like and Follow our new Page.



- 115 Locust Street, Hickman, NE 68372
- hickman.ne.gov

HICKMAN AREA COMMUNITY FOUNDATION FUND

★★★★★ Highly recommend. 5 out of 5 stars!

5th ANNUAL

5 star GOLF SCRAMBLE

FRIDAY, JULY 14, 2023

9AM SHOTGUN START

HIDDEN VALLEY GOLF COURSE, LINCOLN, NE

BENEFITING THE ENDOWMENT FUND

TEAM REGISTRATION

Team of 4 Players – \$400

Includes green fees for 18 holes

Cart

Drink ticket

Sack lunch

Sponsored Team of 4 Players – \$500

4 player team registration

Name with logo printed in material

Mulligans and Miracle Putts will be sold at check-in table. Extra competitions and challenges throughout course!

CORPORATE SPONSORSHIP

Hole Sponsor – \$100

Hole sign

Name with logo printed in material

Sponsor list social media recognition

Lunch Sponsor – \$250

Large sign at check-in & lunch pick-up

Individual social media recognition

Beverage or Golf Cart Sponsor – \$500

EXCLUSIVE sponsorship

Logo on beverage carts throughout event

Name/logo printed in material and on tickets

Individual social media recognition

GOLF.HICKMANCOMMUNITYFUND.ORG

REGISTER ONLINE BY JULY 7

Questions or other sponsorship ideas?

E-mail us at HickmanACFF@gmail.com



SCAN TO REGISTER