

City Council Regular Meeting
Tuesday, June 27, 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 June 13, 2023 City Council Meeting Minutes

5.B. Claims and Accounts Payable Report

- 5.C. Statement of Accounts and Budget Cash Report as of May 31, 2023
- 5.D. Monthly City Sales Tax Report
- 6. Proclamations, Presentations, Appointments, Affirmations & Introductions
 - 6.A. Scotts Creek Trail Design & Opinion of Construction Cost
- 7. Reports
 - 7.A. Public Works and Parks and Recreation Department
 - 7.B. City Code Violations, Abatements, Nuisances and Permits
 - 7.C. Project Update on 68th Street & Hickman Road Roundabout
 - 7.D. Water Plant Improvements Update
- 8. Public Hearings
 - 8.A. The purpose of the hearing is to provide an opportunity for public comment on a request from Buel Properties, LLC., for approval of a Final Plat of 6.72 acres as shown on the Hickman Hills 1st Addition Final Plat. This plat includes 2 lots for the continuation of a high-density residential subdivision and 1 outlot for stormwater detention and open green space. Legal Description: Hickman Hills Addition, Outlet C, located in the S28, T8, R7 6th Principal Meridian, Lancaster County, Nebraska. Generally located north of Hickman Road (7th Street) and east of S. 54th Street.
 - 8.B. The purpose of the hearing is to provide an opportunity for public comment on a request from Buel Properties, LLC for the annexation of 6.72 acres legally described as Hickman Hills 1st Addition Lot 1, Lot 2, and Outlot A, located in the S28, T8, R7 6th Principal Meridian, Lancaster County, Nebraska. Generally located north of Hickman Road (7th Street) and east of S. 54th Street and to extend the Extraterritorial Jurisdiction (ETJ) upon approval of the annexation of said property, and to amend the Official Zoning Map of the City of Hickman to reflect said changes.
- 9. Unfinished Business
 - 9.A. Consideration of Bids for Hickman Wagon Train Heights Electrical Improvements (SID)
 - 9.B. Consideration of Agreement with TK Elevator for Hickman City Hall/Community Center

10. New Business

10.A. Consideration to Accept & Take Ownership of Hickman Area Community Foundation Fund Linear Path Firefighters Memorial Donation

10.B. Consideration of Bids for Wastewater Treatment Plant

10.C. Resolution 2023-08, Posting City Council Meeting Recordings on an Online Platform and Establishing Retention Schedule for Meeting Recordings Posted Online

10.D. Resolution 2023-09, Social Media Policy

10.E. Ordinance 2023-07, Final Plat Hickman Hills 1st Addition

10.F. Ordinance 2023-08, Annexation of Hickman Hills 1st Addition

10.G. Ordinance 2023- 09, Authorizing the issuance and sale of Bond Anticipation Notes, Series 2023, of the City of Hickman, Nebraska, of the principal amount of not to exceed four million dollars (\$4,000,000) for the purpose of providing interim financing for a portion of the costs of constructing improvements in Sewer Improvement District No. 2023-1, pending the issuance of permanent General Obligation bonds

11. City Administrator's Report

12. Governing Body Comments & Council Correspondence

13. Meeting Adjournment

MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD

Mayor Phil Goering called the meeting to order at 7:00 pm on June 13, 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 Chad Parker, John Meese, Steve Noren, and Doug Wagner were present for Roll Call. Council Members Travis Borchardt and Justina Ziemann were excused from the meeting. 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

The City Administrator presented and discussed the May 23, 2023 Meeting Minutes, and line-item content of Claims Report, with the Governing Body. Motion by Council Member Wagner and a second by Noren to approve the consent agenda. The following Council Members voted “YEA”: Parker, Meese, Noren, and Wagner. The following Council Members voted “NAY”: None. Motion passed 4-0.

Proclamations, Presentations, Appointments, Affirmations & Introductions

Mayor Goering gave Oath of Office to the new Activities Coordinator, Mr. Fred Simpson. The Governing Body congratulated and welcomed Mr. Simpson. No action was taken.

Reports

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

Deputy Shana Schenet presented the Lancaster County Sheriff's Report to the Governing Body. Motion by Council Member Noren and a second by Wagner to approve the Lancaster County Sheriff's Report. The following Council Members voted “YEA”: Parker, Meese, Noren, and Wagner. The following Council Members voted “NAY”: None. Motion passed 4-0.

City Administrator presented and discussed the May 2023 Community Center Report with the Governing Body. Motion by Council Member Wagner and a second by Parker to approve the Community Center Report. The following Council Members voted “YEA”: Parker, Meese, Noren, and Wagner. The following Council Members voted “NAY”: None. Motion passed 4-0.

Public Hearings

Mayor presented the Public Hearing for Preliminary Plat of Kaplan 1st Addition. 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.

Mayor Goering opened the Public Hearing at 7:16 PM. Amy Keetle with First State Realty spoke in favor of the preliminary plat. No comments by the public in a neutral compacity or against the Public Hearing. Motion by Council Member Noren and a second by Parker to close the Public Hearing at 7:18 PM. The following Council Members voted “YEA”: Parker, Meese, Noren, and Wagner. The following Council Members voted “NAY”: None. Motion passed 4-0.

Mayor presented the Public Hearing for Final Plat of Kaplan 1st Addition. 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.

Mayor Goering opened the Public Hearing at 7:19 PM. No comments by the public in for or against the final plat. Motion by Council Member Parker and a second by Meese to close the Public Hearing at 7:20 PM. The following Council Members voted "YEA": Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Unfinished Business

Mayor Goering presented the Presentation of Hickman Pressure Zone (Water) Study and invited Mr. Owen Killham with Olsson's to address the Governing Body. Mr. Killham discussed that there are 2 issues that they are focusing on with the study, water supply and water pressure. Northeast of Hickman Road and 68th Street have low pressure at the peak of the day. You want to keep a full water tower so that you are able to supply your city with enough water for an entire day. The recommendation with the study would be to add a booster pump to the current water tower for assistance now and plan for a future water tower with higher elevation. No action taken.

New Business

Mayor Goering presented American Legion Post 105 Request to Use City Owned Property for Hickman Hay Day Events on July 29, 2023 and invited Mr. Martin Neal with the American Legion to address the Governing Body. Mr. Neal discussed that they are requesting the use of city property for the street dance and will talk to the neighbors around their area. Mr. Neal discussed that there was discussion about to the north side of the Community Center but that it will not be possible this year and will look at it again next year. The Legion will extend the fence out to the corner of the Post Office to allow for food trucks all day. Motion by Council Member Wagner and a second by Parker to approve the American Legion Post 105 Request to Use City Owned Property for Hickman Hay Day Events on July 29, 2023 with insurance. The following Council Members voted "YEA": Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Goering presented Hickman Chamber of Commerce Request to Use City Owned Property for Hickman Hay Day Events on July 28 & 29, 2023 and invited Mr. Kirk Malzer with the Chamber to address the Governing Body. Mr. Malzer discussed that the Chamber requests the use of multiple parts of the city. The request is similar to last year with a couple additions, trolley route, parade route, city park, and trail behind Locust Street. Road closed signs would be needed between 1st and 2nd Street along Locust for the auto show, to extend around the curve due to increased registrations. Food vendors will be set on 2nd Street, north of the Community Center on Saturday and request to have them blocked off Friday. This year the Chamber requested the gym at the Community Center for a volleyball tournament and patio for the bear garden with Papa D's. The parade route is the same as last year and will have delineation at the end to help direct people where to go. Trolley route will be the same as last year and contracted with Good Life Trolley. Motion by Council Member Wagner and a second by Noren to approve the Hickman Chamber of Commerce Request to Use City Owned Property for Hickman Hay

Day Events on July 28 & 29, 2023 with insurance. The following Council Members voted "YEA": Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

City Administrator discussed Consideration of Certificate of Substantial Completion for Hickman Roundabout Phase. The City Engineer submitted a certificate of substantial completion for the roundabout phase only, this includes that all lanes are open to traffic, all temporary traffic control is removed, and all permanent markings are complete. This will allow the contractor to start on the punch list associated with only the roundabout phase. This certificate is dated May 30, 2023. Motion by Council Member Noren and a second by Wagner to approve the Certificate of Substantial Completion for Hickman Roundabout Phase. The following Council Members voted "YEA": Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Goering presented Consideration of Bids for Hickman Wagon Train Heights Electrical Improvements (SID) and invited Mr. Brandon Jisa with Olsson's to address the Governing Body. Mr. Jisa discussed the 2nd bid opening that was hosted on May 26, 2023 with one bidder from Colorado, Altitude Energy. This bid the contractor has 2 options, to use the current conduit in place or to come in and replace all conduit currently in place. Option 1 to use current conduit was \$413,153.13 and option 2 \$1,013,153.13. The recommendation from Olsson's would recommend option 1 of them using current conduit but would expect change orders with that project. Council members discussed the current amount that is budgeted for the project and the city's ability to go in ahead of time to inspect the current conduit for damages and blockage. Motion by Council Member Wagner and a second by Parker to table until the June 27, 2023 City Council meeting and direct staff to inspect conduit to determine if the conduit is open and have Olsson's get references from Altitude Energy. The following Council Members voted "YEA": Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

City Administrator discussed Consideration of Agreement Renewal with Integrated Controls in the Amount of \$1,365.00 for HVAC Software Support. This three-year contract is for support assistance with the geothermal unit in the community center. Motion by Council Member Noren and a second by Wagner to approve Agreement Renewal with Integrated Controls in the Amount of \$3976.00 for HVAC Software Support. The following Council Members voted "YEA": Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

City Administrator presented the Consideration of Agreement with TK Elevator for Hickman City Hall/Community Center. The dumbwaiter in the Community Center that assists with transporting city records and library books to the upstairs storage is no longer under warranty and the City Administrator recommends having a service agreement. There is a bronze and a gold agreement to choose from with discounts for paying ahead. Motion by Council Member Meese and a second by Parker to table the Consideration of Agreement with TK Elevator for Hickman City Hall/Community Center with City Administrator getting additional quotes for an elevator agreement. The following Council Members voted "YEA": Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

City Administrator presented Resolution 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 leu 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. Motion by Council Member Noren and a second by Wagner to pass Resolution 2023-06. The following Council Members voted "YEA": Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

City Administrator presented Resolution 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. Motion by Council Member Parker and a second by Wagner to pass Resolution 2023-07. The following Council Members voted "YEA": Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

City Administrator presented Ordinance 2023-06, Kaplan 1st Addition Final Plat with three lots, zoned TA being changed to four lots.

Council Member Wagner introduced Ordinance 2023-06, Kaplan 1st Addition Final Plat and asked the City Clerk to read by title.

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:

Motion by Council Member Noren and a second by Wagner to suspend the three-reading rule for Ordinance 2023-06. The following Council Members voted "YEA": Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Motion by Council Member Wagner and a second by Parker to pass Ordinance 2023-06 on the first and final reading. The following Council Members voted "YEA": Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

City Administrator presented Discussion of 2023 Youth Soccer and Flag Football and Consideration of Field Use at Shepherd of the Hills Church. The city has received several complaints from citizens and visitors about the conditions of field A & B at main park. The fields are desperately needing reseeded. The Capital Improvement Committee did have a quote by staff to put sprinklers on both fields from Jindra Irrigation. Moser Well is working on the possibility of using the well to water those fields. The City Administrator reached out to Shepherd Hill about the possibility of using their fields for flag football and soccer, they are having a board meeting on June 15, 2023 and will report back with an answer. Some of the things discussed with the agreement with Shepherd Hills would be that we do some light maintenance and possibly reseed at the end of the season. Using Shepherd Hills field, the city could work on one of our fields and still be able to have soccer and football this year. City Council directs city staff to use Shepherd of the Hills and work on field A this year with the possibility of renting temporary lighting.

City Administrator discussed the posting of city council meeting recordings for the public and the options that the city has with comparisons from other communities. The city staff would recommend posting the recordings after the meeting. The city would need to have resolutions in place for the policy of posting the recording and the retention of digital files per state statute. City Council directed city staff to put together the resolutions and the process for their review.

City Administrator's Report

City Administrator discussed the voluntary water restrictions for the Drought Emergency Plan in place. The city's new Facebook page is up and running and city staff are working on sharing it with the public. The new Facebook page was created so that it is no longer required to be linked to anyone's private page and will provide more security. The demographic information is updated on the city's website. The city has been receiving complaints about ATV and golf carts and is working with the sheriff's department and the City Attorney for solutions. The light at the skatepark is up and working, city staff are working on completing the new camera system. The City Administrator had a meeting with Charter upon their

request to have a franchise with the city to bring in their fiber lines.

Motion by Council Member Wagner and a second by Parker to approve the City Administrator's Report
The following Council Members voted "YEA": Parker, Meese, Noren, and Wagner. The following
Council Members voted "NAY": None. Motion passed 4-0.

Governing Body Comments and Correspondence

Mayor Goering presented that the City Office will be closed Monday June 19, 2023 for Juneteenth and Tuesday July 4, 2023 for Independence Day. The Hickman Area Economic Development Association Firework Display will be Tuesday July 4, 2023 in Main Park at Dusk. The Hickman Area Community Foundation Fund 4th Annual Golf Tournament at Hidden Valley Golf Course on Friday July 14, 2023 and 33rd Annual Hickman Hay Days, Friday & Saturday, July 28 & 29, 2023. No action taken.

Adjournment

Motion by Council Member Parker and a second by Wagner to adjourn the meeting at 9:24 PM. The following Council Members voted "YEA": Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Mayor Phil Goering

Jaala Johnson, City Clerk

DRAFT

**City Council Meeting June 27, 2023
Accounts Payable as of June 20, 2023**

Vendor	Memo	Open Balance	Check No.
Aleks Lewis	Umpire (2 Games)	90.00	
Ambition Electric	Inv# 3337 - Light & 2 Outlets Storage Shed Main Park	683.04	
Ambition Electric	Inv # 3332 - VFD Fans Well 3	519.06	
Anden Papik	Umpire (2 Games)	90.00	
Anthony Fabela	2023 Umpire (13 games)	565.00	
Bizco Technologies	6.1.2023 - 6.30.2023 Proofpoint Monitoring Service	36.00	
Bizco Technologies	January 2023 Proofpoint Monitoring Service (not billed)	36.00	
Capital City	Inv # 286304- Refuse and Recycling Monthly Service May/June	235.00	
Connor Terry	Umpire (1 game)	40.00	
Crete Glass Professionals, LLC	Inv# 1766 - Repair Community Center Gym Glass	616.00	
Daesia Clark	Umpire (16 Games)	650.00	
Debuhr, Mindy	Utility Deposit Refund DeBuhr	100.00	
Eli Starner	Umpire (6 games)	270.00	
Everett Larsen	Umpire (10 games)	415.00	
Gustave Woepfel	Utility Deposit Refund, Woepfel	100.00	
Hawkins, Inc.	Invoice #6493469 - Teflon Filter Plug	52.17	
Hoffschneider Law, PC., LLO	Inv # 3083- May Legal Monthly Service Agreement	2,000.00	
Lancaster County Sheriff's Office	Inv# C3234 - May 2023 Extra Duty	705.75	
Lancaster County Sheriff's Office	Inv# C3235 - June Contractual Services	11,339.00	
Lane Brewster	Umpire (2 Games)	85.00	
Lee Newspapers (LJS)	Publication of Bid LJS	122.86	
Legacy Homes, LLC	Deposit Return, Bldg Permit #2022-84	500.00	
Legacy Homes, LLC	Deposit Return, Bldg Permit #2022-1044	500.00	
Legacy Homes, LLC	Deposit Return, Bldg Permit #2022-1057	500.00	
Manion Construction	New Construction Deposit Refund Permit # 2022-68	500.00	
McGreer Carisa & William	Utility Deposit Refund, McGreer	100.00	
Menard's	Inv# 11467 - 2x2x1.5 Sanitary Fitting Community Center Kitchen	3.89	
Municipal Supply, Inc. of Omaha	Inv# 0874127-IN - Ring Gaskets	45.20	
NCD Inc.	New Construction Deposit Refund Permit # 2022-144	500.00	
Nebr. Rural Water Association	Water System Utility Annual Membership 2023	400.00	
Nebraska Public Health Environmental Lab	Inv # 565931- Water Sampling Flouride, Water Dept	18.00	
Olsson	Inv# 459545- Project # B20-31290 T. View 5th Addition Construction Services	563.97	
Owen Elwood	Umpire (3 Games)	125.00	
Reese Behrends	2023 Umpire (7 games)	280.00	
Rylan Schoenbeck	Umpire (5 games)	215.00	
Saint Mary Marsh, LLC	New Construction Deposit Refund 2022-145	500.00	
Schmader Electric Const. Co., Inc.	Inv# 2585 - Mounted and Wired Lights Skate	1,670.00	
Shotkoski Custom Homes 2	New Construction Deposit Refund 2020-106	500.00	
SNB Construction	New Construction Deposit Return, Bldg. Permit # 2022-133	500.00	
Stanczyk Enterprise	New Construction Deposit Refund # 2022-146	500.00	
Stertz Family Homes	2022-60 Building Deposit Refund	500.00	
The Home Depot Pro	Inv # 750287096 - Toilet Paper Park	215.16	
TOTAL		\$27,386.10	

**City Council Meeting June 27, 2023
Accounts Payable as of June 20, 2023**

Vendor	Memo	Payment	Check No
Ameritas Life Ins., Corp.	Employee Pension Plans	\$3,511.08	ACH
ICMA Mission Square	Employee Retirement Contribution	\$486.92	ACH
IRS	Payroll Taxes	\$7,467.89	EFTPS
Office Depot	Printer Paper	\$70.12	ACH
Payroll Distribution (Net Pay)	City Staff 05/19/2023	\$25,079.69	ACH
State of NE & Erin M McCartney	Employee Liabilities	\$727.85	ACH
Unum	July 2023 Employee Premiums	\$216.73	ACH
Windstream	Acct# xxxx2029 - City Office Phone & Internet	\$875.19	ACH
Windstream	Acct# xxxx9419 - Wastewater Treatment Plant Phone	\$101.89	ACH
TOTAL		\$ 38,537.36	
TOTAL CLAIMS REPORT		\$ 65,923.46	

Reviewed and Approved on June 27, 2023

_____ MayorPhil Goering	_____ Council Member Ziemann
_____ Council President Wagner	_____ Council Member Noren
_____ Council Member Parker	_____ Council Member Borchartd
_____ Council Member Meese Jr.	

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

<u>Account #</u>	<u>Account Name</u>	<u>March 2023</u>	<u>April 2023</u>	<u>May 2023</u>
	Cash on Hand	\$200.00	\$200.00	\$200.00
	Cash on Hand - Reading Centre	\$24.00	\$24.00	\$0.00
...8760	General Fund Checking	\$811,071.28	\$3,022,471.17	\$1,124,741.06
...1586	Linear Park Fund	\$9,948.75	\$9,948.75	\$9,948.75
...7412	Reading-Tech & Historical Center	\$3,905.46	\$3,605.16	\$3,605.16
...4500	Arts Council	\$3,116.59	\$3,116.59	\$3,116.59
...2843	Keno Revenue	\$76,380.84	\$80,510.16	\$84,434.58
...7578	Electrical Reserve (Baylor Heights Reserve)	\$74,041.81	\$74,056.01	\$74,072.75
...0938	TIF Account	\$630.84	\$630.84	\$630.84
...0863	Parks & Recreation Activities	\$46,497.98	\$43,386.98	\$38,271.39
...7420	Debt Service Reserve (CURR Series 2018 Bond Reserve)	\$155,732.81	\$155,822.41	\$155,928.07
...7479	Sewer Reserve Acct	\$60,641.07	\$60,652.70	\$60,666.41
...2883	CUR Revenue Series 2018 (Terrace View Reserve)	\$275,079.12	\$275,340.78	\$275,649.46
...4664	Street Sinking Fund	\$310,653.85	\$205,482.47	\$205,575.36
...5333	Sales Tax Revenues	\$718,747.24	\$766,596.14	\$816,898.42
...0215	GO Water Revenue 2023	\$0.00	\$0.00	\$1,506,358.66
	Total Funds Available	\$2,546,671.64	\$4,701,844.16	\$4,360,097.50
...7404	Hickman Area Economic Dev. Association	\$15,928.22	\$15,928.22	\$23,484.27
	Total HAEDA Funds Available	\$15,928.22	\$15,928.22	\$23,484.27

**CITY OF HICKMAN
BUDGET CASH REPORT
As of May 31, 2023**

Fiscal Year Completed:
66.67%

	May Receipts	May Expenditures	Expenditures to Date	Expenditures Budget	Budget Available	% of Budget Spent
GENERAL FUND	124,313.83	83,793.03	856,416.98	1,046,535.00	190,118.02	81.83%
STREET FUND	28,075.17	170,800.30	1,987,795.13	2,642,338.00	654,542.87	75.23%
WATER FUND	74,574.75	57,212.04	858,777.93	2,355,795.00	1,497,017.07	36.45%
ELECTRIC FUND	115,523.47	113,284.27	1,000,249.82	1,920,063.00	919,813.18	52.09%
SEWER FUND	71,346.32	51,369.69	356,178.20	1,925,652.00	1,569,473.80	18.50%
POLICE FUND	0.00	11,994.00	96,178.03	141,063.00	44,884.97	68.18%
PARK FUND	4,655.00	13,023.10	134,795.28	254,843.00	120,047.72	52.89%
TOTAL FUNDS	418,488.54	501,476.43	5,290,391.37	10,286,289.00	4,995,897.63	51.43%

	Principal Balances as of 10/01/22	May Expenditures	Loan Payments to Date	Expenditures Budget	Budget Available	% of Budget Spent
DEBT SERVICE						
2017 SEWER GO REFI	1,325,000.00	3,865.00	238,132.50	238,132.50	0.00	100.00%
2021 WATER GO REFI	1,265,000.00	4,423.75	149,057.50	149,057.50	0.00	100.00%
NDEE #317887 CLEAN WATER UV	458,680.23	22,549.68	45,150.13	45,150.13	0.00	100.00%
2018 ELEC/SEWER REFUNDING BOND	940,000.00		13,131.25	161,262.50	148,131.25	8.14%
2018 ELEC/SEWER NEW REVENUE (T.View)	1,040,000.00		62,795.00	80,590.00	17,795.00	77.92%
2021 COPS (Community Center)	3,190,000.00		142,558.75	174,897.50	32,338.75	81.51%
TOTAL DEBT SERVICE	8,218,680.23	30,838.43	650,825.13	849,090.13	198,265.00	
TIF LOANS						
AUTO CENTER	10,971.68		4,792.00	4,792.00	0.00	100.00%
FORMER SCHOOL HOUSE	7,052.36		2,396.00	3,080.24	684.24	77.79%
TOTAL TIF LOANS	18,024.04	0.00	7,188.00	7,872.24	684.24	

	May BILLING	REVENUE TO DATE	% of Budget Met
UTILITY ENTERPRISE			
ELECTRIC	112,435.26	1,094,585.60	69.02%
WASTEWATER	67,874.43	520,829.17	75.88%
WATER	68,426.11	399,353.61	77.25%
MISC (ie: SERVICE CALL, RETURNED CHECK FEE)	315.00	1,302.56	-
TOTAL UTILITIES	249,050.80	2,016,070.94	72.28%
CUSTOMER DEPOSITS	1-Apr 82,998.26	Monthly In/Out 2,200.00	30-Apr 85,198.26

NEBRASKA DEPARTMENT OF REVENUE
LOCAL OPTION SALES AND USE TAX
REMITTED TO CITIES

COLLECTION MONTH*	SALES/USE TAX	CONSUMERS USE TAX	SALES TAX ON MOTOR VEHICLES	CURRENT MONTH'S REFUNDS TO TAXPAYERS	3% ADMIN FEE	ALLOCATION TO CITY	***SETTLEMENT AMOUNT	NEXT MONTH'S REFUNDS TO TAXPAYERS	**SETTLEMENT DATE
AUGUST	54,370.04	216.10	10,428.31	0.00	(1,637.58)	52,948.56	52,948.56	0.00	10.21.2022
SEPTEMBER	58,211.07	(122.83)	9,977.08	0.00	(1,742.65)	56,345.59	56,345.59	0.00	11.22.2022
OCTOBER	47,162.43	635.82	9,953.93	0.00	(1,433.95)	46,364.30	46,364.30	0.00	12.22.2022
NOVEMBER	43,383.57	633.86	10,032.61	0.00	(1,621.50)	52,428.54	52,428.54	0.00	1.23.2023
DECEMBER	41,490.83	1,366.86	10,496.61	0.00	(1,600.63)	51,753.67	51,753.67	0.00	2.22.2023
JANUARY	36,800.15	255.49	9,133.75	0.00	(1,385.68)	44,803.71	44,803.71	0.00	3.22.2023
FEBRUARY	36,404.00	448.26	11,330.12	0.00	(1,445.47)	46,736.91	46,736.91	0.00	4.22.2023
MARCH	38,924.18	160.19	11,331.55	0.00	(1,512.48)	48,903.44	48,903.44	0.00	5.22.2023
APRIL							0.00	0.00	
MAY							0.00	0.00	
JUNE							0.00	0.00	
JULY							0.00	0.00	
TOTALS	356,746.27	3,593.75	82,683.96	0.00	(12,379.94)	400,284.72	400,284.72	0.00	

* This is the tax month for which the local option sales and use tax was collected by retailers or paid by taxpayers.
 **This is the date that payment will be electronically deposited into the bank account.
 ***This is the amount of the payment that will be received after refunds to taxpayers and administrative fees have been deducted.

TOTAL SALES TAX (RESTRICTED FUNDS)

Register: 104.1 - Cash in Bank - SALES TAX REVENUE

Date	Number	Payee	Memo	Payment	Deposit	Balance
9/30/2022			FYE2022 Balance			\$930,940.53
10/21/2022			Aug 2022 Sales Tax Revenues		\$52,948.56	\$983,889.09
10/31/2022			Interest		\$1,008.27	\$984,897.36
11/18/2022			Remaining Oakview Park Expenses	\$210,917.09		\$773,980.27
11/22/2022			Sept 2022 Sales Tax Revenues		\$56,345.59	\$830,325.86
11/30/2022			Interest		\$935.35	\$831,261.21
12/6/2022			Transfer from KENO Acct for Oakview Park Expenses		\$50,000.00	\$881,261.21
12/22/2022			Oct 2022 Sales Tax Revenues		\$46,364.30	\$927,625.51
12/30/2022			Interest		\$911.13	\$928,536.64
1/23/2023			Nov 2022 Sales Tax Revenues		\$52,428.54	\$980,965.18
1/31/2023			Interest		\$1,033.73	\$981,998.91
2/22/2023			Dec 2022 Sales Tax Revenues		\$51,753.67	\$1,033,752.58
2/28/2023			Interest		\$1,138.13	\$1,034,890.71
3/1/2023			Transfer for Comm Center Bond Pmnts (8/21 to 2/23)	\$361,823.06		\$673,067.65
3/22/2023			Jan 2023 Sales Tax Revenues		\$44,803.71	\$717,871.36
3/31/2023			Interest		\$875.88	\$718,747.24
4/21/2023			Feb 2023 Sales Tax Revenues		\$46,736.91	\$765,484.15
4/28/2023			Interest		\$1,111.99	\$766,596.14

MASTER AGREEMENT WORK ORDER

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated August 31, 2020 between City of Hickman (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: north of the intersection of South 68th Street and Hickman Road in Hickman, Lancaster County, Nebraska

Project Description: Hickman Scotts Creek Trail – Wetland Delineation and 404 Nationwide Permit Coordination and Application (if necessary)

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to the Client for the above-mentioned project:

A. OLSSON WILL PROVIDE:

TASK 100 – WETLAND DELINEATION

A Wetland Delineation of the project study area, which is defined as culvert extension along a pedestrian trail, will be completed. Olsson will follow the methods described in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (January, 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0) (August, 2010).

- **Desktop Review.** The first step of the Wetland Delineation consists of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetlands Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.
- **Site Visit.** Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands and other waters identified during the desktop review. The site visit must be conducted during the USACE specified growing season (May 1 – October 31). The site visit will be conducted by traversing the project study area to identify wetland characteristics, including hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland and/or other waters boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Midwest Region Data Forms will be filled out. Photographs documenting site conditions, including wetlands and other waters, will be taken.
- **Report.** Upon completion of the site visit a report documenting the findings of the Wetland Delineation will be prepared detailing the presence or absence of wetlands and other

waters within the project study area. The Wetland Delineation Report will include a narrative of how the Wetland Delineation was conducted and a summary of the results of the Wetland Delineation. Figures documenting information gathered during the desktop review and figures showing wetland and other waters boundaries, sample point locations, and photo point locations will be included along with a photo log documenting conditions at the time of the site visit.

TASK 200 – SECTION 404 NATIONWIDE PERMIT APPLICATION AND COORDINATION (If required)

Olsson will calculate impacts to wetlands and other waters once they have received electronic design files based on 60% plans.

Olsson assumes the project will be eligible for a Nationwide Permit (NWP) from the USACE because it is believed this project will include less than 0.5 acre of impacts to jurisdictional wetlands and less than 0.03 acre of impacts to jurisdictional streams. If there are impacts to Waters of the U.S. and thus a NWP is necessary for the project, Olsson will prepare a Pre-Construction Notification (PCN) letter as part of the NWP application. As part of the NWP process, Olsson will also coordinate with the U.S. Fish and Wildlife Service, the Nebraska Game and Parks Commission (NGPC), and the Nebraska State Historical Preservation Office (NeSHPO) if requested by the USACE.

Following the submittal of the NWP application, Olsson will coordinate with USACE to verify that they have all the required information needed to process the application. Olsson will also coordinate with the Nebraska Department of Environment and Energy (NDEE) for circumstances where Water Quality Certification (Title 117, Nebraska Administrative Code) is required.

If project changes increase impacts after the PCN submittal and a modification of the NWP application is needed, or if an Individual Permit is determined to be required after impacts have been calculated, additional fees and scope will be required.

After the permit is obtained, a summary sheet detailing permit conditions will be prepared to assist in compliance during construction.

B. ASSUMPTIONS

CLIENT WILL PROVIDE:

1. Project Description
2. Location Information
3. General Project Location Map
4. Arranged access to the project study area
5. 60% Plan Drawings
6. Electronic design files showing the Limits of Construction (LOC), and grading and excavation, topographic surveys

ITEMS NOT INCLUDED IN SCOPE:

1. Preliminary Jurisdictional Evaluation
2. Jurisdictional Determination Request

3. Individual Section 404 Permit Application
4. Additional Site Visits with USACE
5. Migratory Bird Treaty Act Nesting Surveys
6. Bald and Golden Eagle Nest Surveys
7. Agency Requested Threatened and Endangered Species-Specific Survey
8. Agency Requested Historic or Cultural Resource Surveys
9. Wetland Mitigation Services

If additional services are necessary in the future, Olsson will provide a revised scope and fee for these services.

C. COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Twelve Thousand Dollars (\$12,000). Olsson’s reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Task	Description	Fee Type	Fee
Task 100	Wetlands Delineation	Fixed Fee	\$6,800
Task 200	Section 404 Nationwide Permit Application and Coordination (if required)	Fixed Fee	\$6,800
Total			\$13,600

D. SCHEDULE FOR OLSSON’S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Upon receipt of signed contract

Anticipated Completion Dates:

Wetland Delineation Report: The report will be submitted within 45 days upon receipt of the signed contract so long as the contract is received between May 1 and September 30. If the signed contract is received between October 1 and April 30 the Wetlands Delineation Report will be submitted by June 15 of the following year.

The Nationwide Permit application will be submitted within 30 days after the receipt of the Client provided information listed above.

Olsson will endeavor to start its services in accordance with the schedule above. However, the schedule is approximate only, and Olsson reserves the right to adjust its schedule at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

Should the Client request work in addition to this Scope of Services, Olsson shall invoice the Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable

expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

OLSSON, INC.

By Paige Anderson
Paige Anderson

Jessica Casey
Jessica Casey

If you accept this Scope of Services, please sign:


City of Hickman, Nebraska

By _____
Signature

Print Name _____

Title _____

Dated: _____

Opinion of Probable Cost - Preliminary							
Hickman - Scotts Creek Trail							
6/26/2023							
	Number	City Item #	Item	Total	Unit	Unit Cost	Total Cost
Base Bid							
BID SECTION 1							
SITE PREP/ REMOVALS	1		MOBILIZATION	1	LS	\$10,000.00	\$10,000.00
	2		GENERAL CLEARING AND GRUBBING	1	LS	\$2,500.00	\$2,500.00
	3		GENERAL EARTHWORK	1	LS	\$5,000.00	\$5,000.00
	4		TREE REMOVAL (24" TO 35")	1	EA	\$3,000.00	\$3,000.00
	5		TREE REMOVAL (BELOW 24")	1	EA	\$2,000.00	\$2,000.00
SITE	6		CONC. SIDEWALK, 5"	1,105	SY	\$86.00	\$95,030.00
	7		DETECTABLE WARNING PANEL	1	EA	\$750.00	\$750.00
	8		PAINT MKG, 4" WHITE	10	LF	\$5.00	\$50.00
	9		PIPE RAILING FENCE, 48"	50	LF	\$70.00	\$3,500.00
	10		R.C. COLLAR	1	EA	\$400.00	\$400.00
	11		12" HDPE PIPE	28	LF	\$70.00	\$1,960.00
	12		15" RCP PIPE	22	LF	\$225.00	\$4,950.00
	13		15" RCP FES	1	EA	\$500.00	\$500.00
SWPPP	14		TYPE B SEEDING	1,220	SY	\$5.00	\$6,100.00
	15		SWPPP SIGN	1	EA	\$1,000.00	\$1,000.00
	16		CONCRETE WASHOUT	1	EA	\$1,800.00	\$1,800.00
	17		CONSTRUCTION ENTRANCE	1	EA	\$3,000.00	\$3,000.00
15% Contingency							\$21,231.00
Total Cost Estimate							\$162,771.00

Public Work & Parks Department Report

June 2023

Public Works

- 811 Locate Tickets
- Genes Ground Maintenance applied first treatment to the pond on Chicory
- Weekly mowing.
- Trimmed trees 1st and Chestnut to improve sight distance.
- Trimmed branches on E 4th that were hanging over a sign.
- Spraying weeds.

Water & Wastewater

- Routine Sampling Water and Wastewater.
- Power washing the final clarifier WWTP
- Hauled close to 40 loads of sludge to the field.
- Issued several first time warnings for watering lawns during banned times.
- Installed fans in the VFD cabinet on well 3 in lieu of replacing an air conditioner (has not over heated so far)
- Working with HOA to get some existing controls automated. (hardware already there just needs programmed)
- Replacing water meters that were not reading

Electric

- Fixed street light on sunflower and another on Orchard.

Streets

- Straight Line Stripping painted the town
- While APMS was in town had them grind down the bump on Woodland and 68th the best they could.

Parks

- Dragging parking lots
- Daily prep on ball fields for games.
- Pulled fiber for skate park light.
- Installed outlet outside and box for light over the door at new equipment garage in park.
- Pulled some dead trees at main park.

OPEN CODE VIOLATIONS REPORT

NEW VIOLATIONS

Updated June 22, 2023

Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
City Wide	Mowing	May	Commercial Property Owners	6/30/2023	in process	Contact with developers to mow their property is in process.
City Wide	Mowing	May	Residential Property Owners	6/30/2023	in process	Contact with property owners and developers to mow their property is in process.
Concord Ave	unlicensed vehicles	6/22/2023	property owner	6/30/2023	in process	Complaint of inoperable, unlicensed vehicles in the driveway. City Staff called the utility customer for the address, no answer and the voicemail was not set up. Will call again.
Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
1025 Hickory Street	Unlicensed Dogs and Barking	5/11/2023	Property Owner Dog Owner	7/18/2023	in process	2nd letter sent certified mail. Unlicensed dogs and barking complaint received. Letters sent to property owner and dog owner for compliance with both issues.
613 Stagecoach Ave	Unlicensed Dog and Roaming Dog	5/11/2023	Property Owner Dog Owner	6/6/2023	Action Complete	Dog is licensed and no further complaints of roaming have been received.
Birchwood	Construction trailer parked on city street	5/18/2023	Builder	5/22/2023	Action Complete	Complaint from homeowner who had trouble backing out of their driveway as a construction trailer was left on the street for several days. Contacted the builder and he made a call to the foundation person. Trailer was moved 5/20/23.

16 new single family building permits have been issued to date in 2023 compared to 40 this date 2022; 49 in 2021; 12 in 2020; 15 in 2019. Location: 5 in Baylor Heights. 8 in Terrace View. 1 in Walters Ridge. 2 in Salt Creek Reserve.



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 18th Clear 55° at 4:00 AM 88° at 4:00 PM

- No activity on-site to report.

Monday, June 19th Clear 64° at 7:00 AM 97° at 4:00 PM

- No activity on-site to report.

Tuesday, June 20th Clear 70° at 4:00 AM 91° at 5:00 PM

- No activity on-site to report.

Wednesday, June 21st Clear 70° at 6:00 AM 88° at 3:30 PM

- No activity on-site to report.

Thursday, June 22nd Clear 64° at 6:00 AM 91° at 5:00 PM

- No activity on-site to report.



Friday, June 23rd Clear 70° at 2:30 AM 91° at 3:30 PM

- Bauer mobilizes track excavator to the site to unload concrete retaining wall blocks
- Highway Signing on site performing pavement marking removals and re-striping work at the RAB.
- Olsson survey on-site setting stakes for RCB retaining wall installation.


Saturday, June 24th Partly Cloudy 70° at 3:00 AM 93° at 3:30 PM

- No activity on-site to report.



South 68th Street & Hickman Road

		Project No. 017-32130
<p>Direction Photo Taken: North</p> <p>Description: New concrete blocks for RCB retaining wall shown unloaded and stored by Bauer on Prairie View Lane. (06/23)</p>	 A photograph showing several stacks of large, grey concrete retaining wall blocks. The blocks are stacked in neat piles on a dirt and gravel surface. Some blocks have handwritten markings in black marker, including "60B 6-21-23" and "60B 6-20-23". In the background, a yellow excavator is visible, and there are trees and a fence.	
<p>Description: South</p> <p>Direction Photo Taken: Pavement striping shown having been removed by water blasting.</p>	 A photograph showing a view of a road intersection. The road surface is paved with concrete. The pavement striping, including a yellow curb and white lane markings, has been removed, leaving a smooth, unmarked surface. In the background, there are buildings, trees, and a sign for "S 68th St".	

South 68th Street & Hickman Road

	Project No. 017-32130
<p>Description: South</p> <p>Direction Photo Taken: Highway Signing shown laying out template for hand striping on the West leg of the RAB. (06/23)</p>	
<p>Description: South</p> <p>Direction Photo Taken: Highway Signing shown hand-applying pavement markings, glass beads, and element on the North leg of the RAB. (06/23)</p>	

South 68th Street & Hickman Road

		<p>Project No. 017-32130</p>
<p>Description: North</p> <p>Direction Photo Taken: Replacement pavement striping shown along the North leg of the RAB. (06/23)</p>	 <p>A photograph showing a northward view of a road under construction. The road has a double yellow center line and a white crosswalk. A dark car is driving away in the distance. On the right side, there is a brick-paved area, a fire hydrant, and a building with a red roof. A speed limit sign for 35 is visible on the right.</p>	
<p>Description: Southeast</p> <p>Direction Photo Taken: Replacement pavement striping shown along the curb line of the center of the RAB. (06/23)</p>	 <p>A photograph showing a southeast view of the road construction. Two workers in high-visibility vests are standing on the brick-paved curb area. The road has a double yellow center line and a white crosswalk. In the background, there are houses, trees, and a sign for 'S 68th St'. A 'First State' ATM sign is also visible on the right.</p>	





South 68th Street & Hickman Road

General Information:

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

Sunday, June 11th	Overcast/AM Rain	57° at 11:30 PM	73° at 6:00 PM
<ul style="list-style-type: none">No activity on-site to report.			
Monday, June 12th	Clear	46° at 6:00 AM	66° at 6:00 PM
<ul style="list-style-type: none">Asphalt paver delivered on-site by Bauer's asphalt paving sub - APMS.			
Tuesday, June 13th	Clear	52° at 7:00 AM	84° at 5:00 PM
<ul style="list-style-type: none">APMS on-site at 7:00 AM to mill and overlay damaged asphalt pavement sections on S. 68th St.Asphalt milled at 2" depth, edges squared, tack coating applied, and asphalt placed and finished at 2:00 PM.APMS removes millings and brooms site. S. 68th St. opened to traffic at 4:00 PM.			
Wednesday, June 14th	Clear	54° at 5:00 AM	86° at 3:00 PM
<ul style="list-style-type: none">No activity on-site to report.			
Thursday, June 15th	Partly Cloudy	61° at 3:30 AM	91° at 5:00 PM
<ul style="list-style-type: none">No activity on-site to report.			
Friday, June 16th	Partly Cloudy / PM Rain	63° at 6:00 AM	90° at 4:00 PM
<ul style="list-style-type: none">No activity on-site to report.			
Saturday, June 17th	Partly Cloudy	66° at 6:00 AM	82° at 1:30 PM
<ul style="list-style-type: none">No activity on-site to report.			

South 68th Street & Hickman Road

		Project No. 017-32130
<p>Description: South</p> <p>Direction Photo Taken: South 68th St is closed and APMS is shown beginning asphalt milling. (06/13)</p>		
<p>Description: North</p> <p>Direction Photo Taken: Asphalt milling is shown nearly completed. (06/13)</p>		

South 68th Street & Hickman Road

		Project No. 017-32130
<p>Description: Southeast</p> <p>Direction Photo Taken: APMS shown compacting and cleaning up asphalt pavement on South 68th St. (06/13)</p>		
<p>Description: North</p> <p>Direction Photo Taken: Asphalt pavement placement completed and APMS shown finish rolling pavement before 4:00 PM roadway opening.</p>		

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 27, 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 request from Buel Properties, LLC., for approval of a Final Plat of 6.72 acres as shown on the Hickman Hills 1st Addition Final Plat. This plat includes 2 lots for the continuation of a high-density residential subdivision and 1 outlot for stormwater detention and open green space. Legal Description: Hickman Hills Addition, Outlet C, located in the S28, T8, R7 6th Principal Meridian, Lancaster County, Nebraska. Generally located north of Hickman Road (7th Street) and east of S. 54th Street.

Jaala Johnson
City Clerk

The Voice News

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

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	3027035	DUE DATE	7/15/2023
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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**

Notice is hereby given that the Hickman City Council will hold a public hearing on Tuesday, June 27, 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 request from Buel Properties, LLC., for approval of a Final Plat of 6.72 acres as shown on the Hickman Hills 1st Addition Final Plat. This plat includes 2 lots for the continuation of a high-density residential subdivision and 1 outlot for stormwater detention and open green space. Legal Description: Hickman Hills Addition, Outlot C, located in the S28, T8, R7 6th Principal Meridian, Lancaster County, Nebraska. Generally located north of Hickman Road (7th Street) and east of S. 54th Street.

Jaala Johnson
City Clerk

June 15 - 30 Ins
ZNEZ

1	Successive Week(s)
Beginning with the issue of:	6/15/2023
and ending with the issue of:	6/15/2023
Publisher's fee at Legal Rate is:	\$12.62

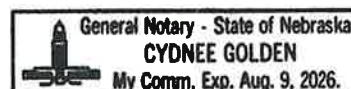
Darren P. Ivy

Darren P. Ivy, Publisher

Summary Information	Weekly Cost
Notice of June 27 Hickman City Council Public Hearing Buel Properties LLC - June 22	12.62

Subscribed and sworn before me, this 15 day
of June, 2023

Cydnee Golden
Notary Public

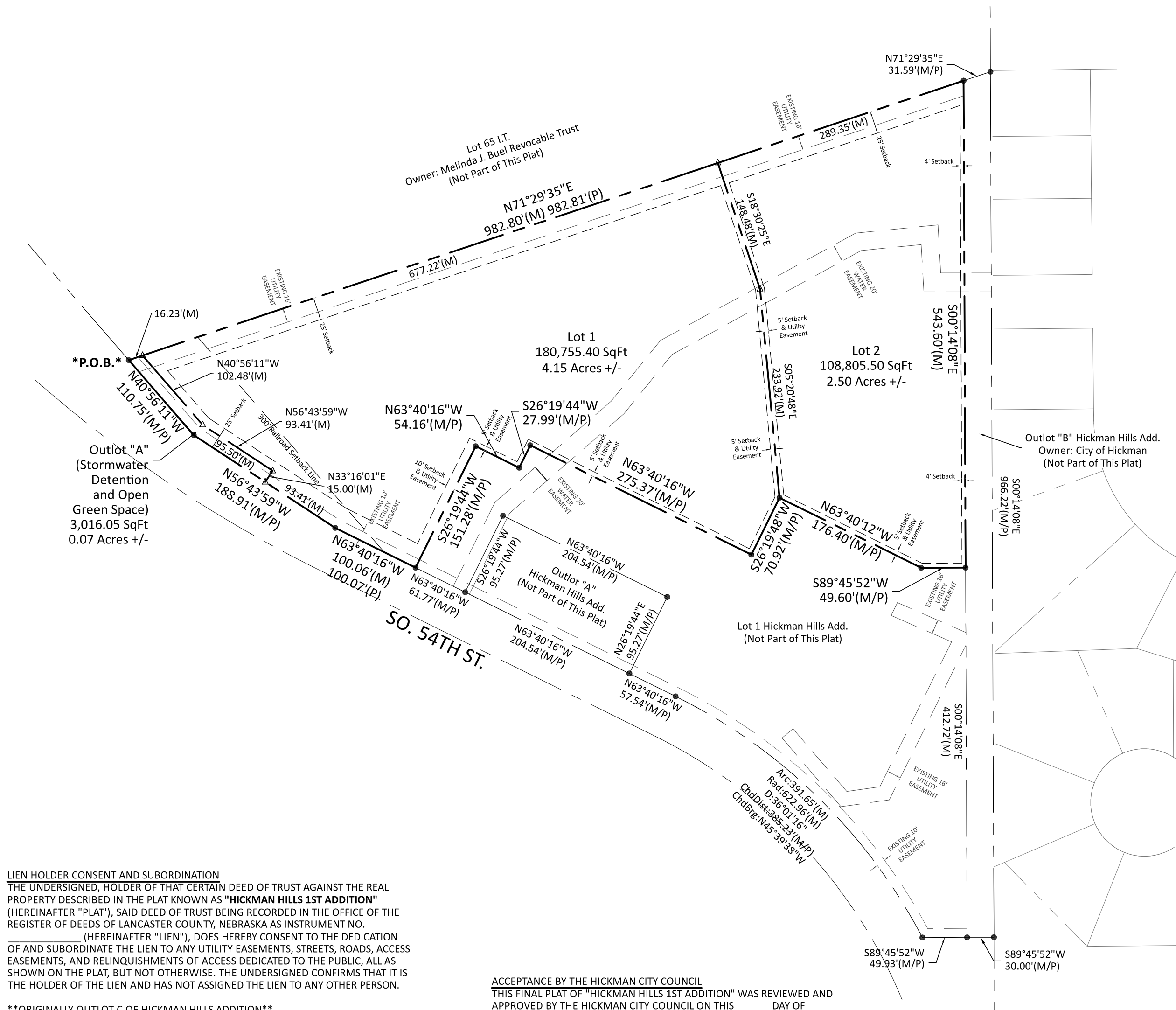


HICKMAN HILLS 1ST ADDITION

FINAL PLAT

REPLAT OF OUTLOT C, HICKMAN HILLS ADDITION
CITY OF HICKMAN, LANCASTER COUNTY, NEBRASKA.

- LEGEND**
- △ - SET 5/8"x24" CAPPED REBAR (LS502)
 - - FOUND CAPPED REBAR (LS570) UNLESS NOTED OTHERWISE
 - - CALCULATED SURVEY POINT
 - CTP - CRIMPED TOP PIPE
 - OTP - OPEN TOP PIPE
 - M - MEASURED DISTANCE
 - C - CALCULATED DISTANCE
 - P - PLAT DISTANCE
 - R - RECORDED DISTANCE
 - BOUNDARY LINE



SURVEYOR'S CERTIFICATE

I, THOMAS B. CATLETT, NEBRASKA REGISTERED LAND SURVEYOR NO. 502, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT TO BE KNOWN AS "HICKMAN HILLS 1ST ADDITION" BEING A REPLAT OF OUTLOT C, HICKMAN HILLS ADDITION, LOCATED IN THE SW 1/4 SECTION 28, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY. SAID PLAT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT C, HICKMAN HILLS ADDITION, THENCE ON THE NORTH LINE OF SAID OUTLOT C, N71°29'35"E A DISTANCE OF 982.80 FEET TO THE NE CORNER OF SAID OUTLOT C; THENCE ON THE EAST LINE OF SAID OUTLOT C, S00°14'08"E A DISTANCE OF 543.60 FEET TO THE NORTH LINE OF LOT 1 OF HICKMAN HILLS ADD.; THENCE ON THE NORTHERLY LINE OF LOT 1 OF HICKMAN HILLS ADD. FOR THE NEXT 7 COURSES, S89°45'52"W A DISTANCE OF 49.60 FEET; THENCE N63°40'12"W A DISTANCE OF 176.40 FEET; THENCE S26°19'44"W A DISTANCE OF 70.92 FEET; THENCE N63°40'16"W A DISTANCE OF 275.37 FEET; THENCE S26°19'44"W A DISTANCE OF 27.99 FEET; THENCE N63°40'16"W A DISTANCE OF 54.16 FEET; THENCE S26°19'44"W A DISTANCE OF 151.28 FEET TO THE NORTH R.O.W. OF SOUTH 54TH STREET; THENCE ON THE NORTHERLY R.O.W. OF SOUTH 54TH STREET (AND THE SOUTH LINE OF SAID OUTLOT C) FOR THE NEXT 3 COURSES, N63°40'16"W A DISTANCE OF 100.06 FEET; THENCE N56°43'59"W A DISTANCE OF 188.91 FEET; THENCE N40°56'11"W A DISTANCE OF 110.75 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT C AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 292,576.95 SQUARE FEET OR 6.72 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL BOUNDARY CORNERS AND LOT CORNERS AS SHOWN ON THE FINAL PLAT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS OF A FOOT.

SIGNED THIS _____ DAY OF _____, 2023.

THOMAS B. CATLETT L.S. #502
CATLETT SURVEYING
13650 S. 150TH COURT
BENNET, NE 68317

DEDICATION

The foregoing plat, known as "HICKMAN HILLS 1ST ADDITION", as described in the surveyor's certificate is made with the free consent and in accordance with the desires of the undersigned, the sole owner(s), and the easements shown thereon are hereby granted in perpetuity to the LANCASTER COUNTY, NEBRASKA, Windstream Nebraska Inc., Time Warner Cable Midwest LLC, Black Hills Energy, Lancaster County Rural Water District, and Lincoln Electric System (or Norris Public Power District), their successors and assigns, to allow entry for the purpose of construction, reconstruction, repair, operation and maintenance of wires, cables, conduits, fixtures, poles, towers, pipes, and equipment for the distribution of electricity and gas; telephone and cable television; wastewater collectors; storm drains; water mains and all appurtenances thereto, over, upon, or under the easements as shown on the foregoing plat.

Lancaster County, its successors and assigns are hereby held harmless for the cost of replacement or damage to any improvement or vegetation over, upon, or under any easement shown thereon. The construction or location of any building or structure, excluding fences, over, upon, or under any easement shown thereon shall be prohibited.

Witness my hand:

BUEL PROPERTIES, LLC. (MANAGER : TRAVIS D. BUEL)

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

ON THIS _____ DAY OF _____, 2023 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME TO ME, TRAVIS D BUEL (MANAGER FOR BUEL PROPERTIES, LLC) KNOWN TO BE THE IDENTICAL PERSON(S) WHOSE NAME ARE FIXED TO THE DEDICATION OF THE FOREGOING PLAT AND THEY ACKNOWLEDGE THE SAME TO BE THEIR VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES THE _____ DAY OF _____, 2023.

NOTARY PUBLIC

LIEN HOLDER CONSENT AND SUBORDINATION
THE UNDERSIGNED, HOLDER OF THAT CERTAIN DEED OF TRUST AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS "HICKMAN HILLS 1ST ADDITION" (HEREINAFTER "PLAT"), SAID DEED OF TRUST BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF LANCASTER COUNTY, NEBRASKA AS INSTRUMENT NO. _____ (HEREINAFTER "LIEN"), DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY EASEMENTS, STREETS, ROADS, 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.

ORIGINALLY OUTLOT C OF HICKMAN HILLS ADDITION

FIRST STATE BANK : Trustee and Beneficiary

By: _____

(Name of Bank Officer) (Title of Bank Officer)

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 2023 BY

_____ (NAME OF BANK OFFICER)

_____ (TITLE OF BANK OFFICER), FIRST STATE BANK NEBRASKA (ON BEHALF OF SAID BANK).

NOTARY PUBLIC

ACCEPTANCE BY THE HICKMAN CITY COUNCIL
THIS FINAL PLAT OF "HICKMAN HILLS 1ST ADDITION" WAS REVIEWED AND APPROVED BY THE HICKMAN CITY COUNCIL ON THIS _____ DAY OF _____, 2023.

MAYOR _____

ATTEST: _____
CITY CLERK

ACCEPTANCE BY THE CITY ENGINEER
THIS FINAL PLAT OF "HICKMAN HILLS 1ST ADDITION" WAS REVIEWED AND APPROVED BY THE HICKMAN CITY ENGINEER ON THIS _____ DAY OF _____, 2023.

HICKMAN CITY ENGINEER _____

ACCEPTANCE BY THE HICKMAN PLANNING COMMISSION
THIS FINAL PLAT OF "HICKMAN HILLS 1ST ADDITION" WAS REVIEWED AND APPROVED BY THE HICKMAN PLANNING COMMISSION ON THIS _____ DAY OF _____, 2023

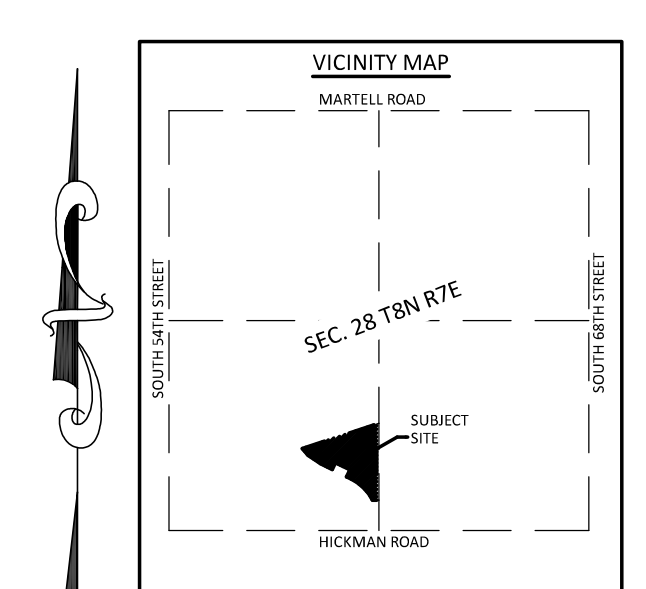
CHAIRPERSON - CITY OF HICKMAN PLANNING COMMISSION _____

REVIEW OF LANCASTER COUNTY SURVEYOR
THIS PLAT OF "HICKMAN HILLS 1ST ADDITION" WAS REVIEWED BY THE OFFICE OF LANCASTER COUNTY SURVEYOR ON THIS _____ DAY OF _____, 2023.

LANCASTER COUNTY SURVEYOR _____

COUNTY TREASURER CERTIFICATION
THIS IS TO CERTIFY THAT I FIND 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 _____



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 27, 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 request from Buel Properties, LLC for the annexation of 6.72 acres legally described as Hickman Hills 1st Addition Lot 1, Lot 2, and Outlot A, located in the S28, T8, R7 6th Principal Meridian, Lancaster County, Nebraska. Generally located north of Hickman Road (7th Street) and east of S. 54th Street and to extend the Extraterritorial Jurisdiction (ETJ) upon approval of the annexation of said property, and to amend the Official Zoning Map of the City of Hickman to reflect said changes.

Jaala Johnson
City Clerk

The Voice News

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

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	3027036	DUE DATE	7/15/2023
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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:

1	Successive Week(s)
Beginning with the issue of:	6/15/2023
and ending with the issue of:	6/15/2023
Publisher's fee at Legal Rate is:	\$12.62

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And to extend the Extraterritorial Jurisdiction (ETJ) upon approval of the annexation of said property, and to amend the Official Zoning Map of the City of Hickman to reflect said changes.

Jaala Johnson
 City Clerk

June 15 - 30 Ins
 ZNEZ

Handwritten signature of Darren P. Ivy

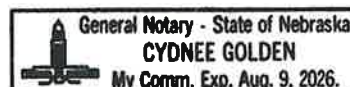
Darren P. Ivy, Publisher

Summary Information	Weekly Cost
Notice of June 27 Hickman City Council Public Hearing Buel Properties LLC - June 22	12.62

Subscribed and sworn before me, this 15 day of June, 2023

Handwritten signature of Cydnee Golden

Notary Public



May 8, 2023

Dear City of Hickman Planning Commission, City Council, and Mayor:

I, Travis Buel, manager of Buel Properties LLC, a Nebraska Limited Liability company respectfully request annexation by the City of Hickman, consisting of Outlot C of the Hickman Hills preliminary plat and as shown on Hickman Hills 1st Addition Final Plat as Lot 1 and Lot 2 submitted to the city in May 2023. Annexation to occur concurrently with the filing of the Final Plat.

Buel Properties LLC,
A Nebraska Limited Liability company

Travis Buel 08 May 2023
(SIGN- Travis Buel, Manger) Date

Travis Buel
(PRINT)



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 long, sweeping underline.

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
--------------------------------------	----------------------

- 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 Five Percent of the Total Amount of the Bid \$ 5%
(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: Josh Bradford
Signature

Josh Bradford
Print Name

CEO

Title

Witness: AKS
Attestx By: Signature

Executive Assistant
Title

SURETY

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

By: Douglas J. Rothery
Signature (Attach Power of Attorney)

Douglas J. Rothery
Print Name

Attorney-in-Fact

Title

Witness: Cynthia M. Burnett
Attestx 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.

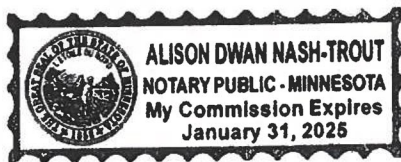
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

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



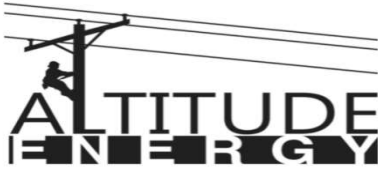
TRANSMISSION LINE EXPERIENCE

Project: Markham Tap Construction
Owner: South Texas Electric Coop **Location:** Markham, TX
Contact: David Klimitchek **Phone:** (361) 935-9321
Date Started & Completed: July 2022 - August 2022 **Value of Work:** \$703,000.00
Description of Work: The replacement of 16 wood structures with 16 concrete poles ranging from 60'-130' weighing between 15,000# - 57,000#, framed with davit arms and polymer suspension insulators For the entire 1.5 miles the reconductoring from 4/0 ACSR to 795 ACSR with new 0.646 OPGW including the splicing.

Project: Show Low to Wagon Wheel Tap T-Line
Owner: Navopache Electric Cooperative **Location:** Show Low, AZ
Contact: Adam Clark **Phone:** (928) 368-1233
Date Started & Completed: May 2022 - September 2022 **Value of Work:** \$2,147,856.00
Description of Work: The re-build of 5.25 mile Double Circuit 69kV Transmission Line. The installation of 72 direct embed wood equivalent steel poles and 11 engineered steel pole. 11 AB foundations with the installation or 5.25 mile of Double Circuit 795 Drake ACSR and 1 - 48 count OPGW

Project: Skunk Hill - Charlie Creek and Snowy River 115kV T-Line
Owner: Roughrider Electric Cooperative **Location:** Dickinson, ND
Contact: Taylor Van Dyke **Phone:** (701) 527-5338
Date Started & Completed: April 2022 - Current **Value of Work:** 10.9 Million
Description of Work: The construction of a new 32.41 mile 115kV Transmission Line. The installation of 389 direct embed wood pole, 28 wood equivalent steel poles and 37 engineered steel pole. 37 AB foundations with the installation or 32.41 mile of T2 - 397.5 IBIS ACSR and 1 - 48 count OPGW

Altitude Energy, LLC
26400 I-76 Frontage Road Keenesburg CO 80643
Office: 720 618-3252



TRANSMISSION LINE EXPERIENCE

Project: Dell City 115kV Energized Transmission Line Repairs Phase 2
Owner: RGEC **Location:** Dell City, TX
Contact: Abraham Vasquez **Phone:** (915) 309-8132
Date Started & Completed: February 2022 - March 2022 **Value of Work:** \$975,000.00
Description of Work:
Replace items on structures along approximately 23 miles of RGEC's Dell City 115kV Energized transmission line, including poles, timbers, crossarms, and re-securing existings hardware.

Project: Panorama 115kV Transmission Line
Owner: RES / System 3 Inc. **Location:** Weld County, Colorado
Contact: Pete Leineke **Phone:** (925) 260-5788
Date Started & Completed: 09/01/2022 - 12/01/2022 **Value of Work:** 2.1 Million
Description of Work:
The construction of a new 13.33 mile 115kV Transmission Line. The insation of 111 direct embed wood equivalent steel poles with rock and concrete backfill ranging from 80' - 120' and the installation of engineered steel pole on AB foundations (7.5' x 27'). With the installation of 13.33 miles of T2-795 Drake and 1-96 count OPGW statics with 1-230kV energized transmission crossing.

Project: Airport-Boyd 115kV Transmission Line
Owner: WAPA **Location:** Flatirons, Colorado
Contact: Benjamin Siltman **Phone:** (970) 461-7630
Date Started & Completed: October 2021 - May 2022 **Value of Work:** 1 Million
Description of Work:
The principal components of the transmission line work includes removing, relocating and rebuilding approximately 2-miles of 115-kV transmission line from existing structure 14/6 to new structure 16/1 on the Airport-Boyd 115-kV transmission line with 795-kcmil, ACSR, 26/7 "DRAKE" Conductor, and one (1) 0.465-inch, 48-fiber optical ground wire (OPGW). All structures were engineered steel poles on AB foundations. Work was completed in 2 phases, AB installation & Construction and removal

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TRANSMISSION LINE EXPERIENCE

Project: King Creek 345kV Transmission Line

Owner: EPC Service

Location: Haskell, TX

Contact: Aaron J Hatley

Phone: (605) 415-2739

Date Started & Completed: July 2021 - November 2021

Value of Work: 1.2 Million

Description of Work:

The construction of a new 5.82 mile 345kV Transmission Line. The installation of 28 direct embed wood equivalent steel poles with concrete backfill ranging from 95' - 135' and the installation of 2 engineered steel pole on AB foundations (9' x 29.5'). With the installation of 5.82 miles of bundle 795 Drake and 2-48 count OPGW Statics.

Project: Charlotte - Peachland 230kV River Re-build

Owner: EC Source Services, LLC

Location: Punta Gorda, FL

Contact: Ben Morales

Phone: (509) 741-0437

Date Started & Completed: April 2021 - August 2021

Value of Work: 1.6 Million

Description of Work: Replacing 6 structures and 6 anchor piles located in the Peace River from barges with the water ranging from 6" to 8.5'. Method of construction Tug and barges. Construction driving a 78" x 60' steel caissons using an Ace 130c vibratory hammer, after driving the caissons we used a TR60 pressure digger to clean the mud from inside the caissons all spoils were placed in a clean out bucket and disposed of at a landfill, then setting a 2 piece 160' concrete pole with the bottom portion weighing 84,000 lbs. and the top weighing 39,000 lbs. using a 300ton Link-Belt crawler crane. The same method was used at each pole and anchor pile. Then we assisted in the removal of the 795 ACSR and the installation of the 1431 ACSR conductor. Pictures and a more detail construction method upon request.

Project: 115kV Energized Transmission Pole Replacement

Owner: Rio Grande Electric Cooperative, Inc

Location: Dell City, TX

Contact: Amber Conrad

Phone: (830) 563-0666

Date Started & Completed: January 2021 - March 2021

Value of Work: Cost Plus

Description of Work: Construction required to replace item(s) on energized structures along approximately 24 miles of RGEC's Dell City 115kV h-frame transmission line, including: poles, timbers, crossarms, guy wires, and anchors. The installation of 54 poles of which 2 were complete 3-pole DDE structures, 18 complete h-frame structures, 12 single pole of the h-frame structure, and 37 timers. All work was completed energized working the line live bare hand.

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TRANSMISSION LINE EXPERIENCE

Project: Pleasanton - Tordillo
Owner: South Texas Electric Coop **Location:** Nursery, TX
Contact: David Klimitchek **Phone:** (361) 935-9321
Date Started & Completed: September 2020 - February 2021 **Value of Work:** 6.3 Million
Description of Work: The replacement of 239 wood structures with 239 concrete poles ranging from 60'-130' weighing between 15,000# - 57,000#, framed with davit arms and polymer suspension insulators working on a 50' right of way for most of the project. For the entire 19 miles the reconductoring from 4/0 ACSR to 795 ACSR with new 0.646 OPGW including the splicing.

Project: Pearsall - Palo Duro
Owner: South Texas Electric Coop **Location:** Haskell, TX
Contact: David Klimitchek **Phone:** (361) 935-9321
Date Started & Completed: November 2020 - March 2021 **Value of Work:** 3.5 Million
Description of Work: 9 miles between Pearsall Sub and Elara Sub the project consisted of replacing broken knee, vee and cross braces setting wood poles and replacing all insulators to new polymer insulators. 3 miles between Elara Sub and Palo Duro Sub replacing wood H-frames to 39 new double circuit steel poles ranging from 75'-120' in height. For the entire 12 miles the reconductoring from 795ACSR to 1026 ACCC with a new 0.646 OPGW including the splicing, and the installation of 3 miles of new 1026 ACCC on the double circuit section.

Project: Crossing Trails Wind Farm - Transmission Line
Owner: EDP Renewables North America / TVIG **Location:** Seibert, CO
Contact: John Herron **Phone:** (713) 818-9554
Date Started & Completed: June - November 2020 **Value of Work:** 5.5 Million
Description of Work: The construction of a 21 mile 230kV Transmission Line. The installation 125 direct embed wood equivalent steel poles ranging in height from 95' - 115 with concrete backfill and 17 engineered steel poles on AB Foundations (8' x 30'). With the installation H-frames to 39 new double circuit steel poles ranging from 75'-120' in height. For the entire 12 miles the reconductoring from 795ACSR to of 21 miles of single circuit 1272 ACSR and (2) DNO-12045 OPGW including the splicing.

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TRANSMISSION LINE EXPERIENCE

Project: Utica to Tabor 69kV Transmission Tap
Owner: East River Electric Power Cooperative **Location:** Madison, SD
Contact: Travis Olson **Phone:** (605)-999-6666
Date Started & Completed: March 2020 - September 2020 **Value of Work:** 2.6 Million
Description of Work: The project consisted of 4 lines sections for a total of 9.75 miles of 69kV rebuild. Utica Tap 4.25 miles, Lancer Tap .5 miles, Lancer to New phase 1 1.5 miles and Tabor Line tap 3.25 miles. All sections were build using a single pole Ductile Iron 70/75' H1 or Laminate structures 17-20 poles per mile. With the installation of 477 ACSR and OPGW as the shield wire with splicing. The removal of the existing 69kV line, wood structures and 1/0 ACSR.

Project: Gerald 69kV Transmission Line
Owner: Southeast Colorado Power Association **Location:** La Junta, CO
Contact: Mark Hall **Phone:** (719) 688-0083
Date Started & Completed: February 2019 - November 2019 **Value of Work:** 2.9 Million
Description of Work: The construction of a new 26 miles 69kV Transmission Line with 13 miles of 3 phase 14.4kV underbuilt. The installation 420 direct embed wood poles ranging in height from 65' - 90' with rock backfill. With the installation of 26 miles of single circuit 477 ACSR with a 3/8" static and 13 miles of 3 phase 1/0 ACSR 14.4kV underbuilt.

Project: Raymer T-Line
Owner: Morgan County REA **Location:** Fort Morgan, CO
Contact: Bobby Brenton **Phone:** (970) 768-0886
Date Started & Completed: March 2019 - August 2019 **Value of Work:** 1.8 Million
Description of Work: The construction of the 9.5 mile 69kV Transmission Line with 1.3 miles of Single phase 12.47kV underbuilt. The installation 174 direct embed wood poles ranging in height from 65'- 90' with rock backfill, 2 - 115kV horizontal switches mounted on a h-frame and 1-3 way GOAB mounted on a laminate structure. With the installation of 9.5 miles of single circuit 477 ACSR with a 3/8" static and 1.3 miles of single phase #2 ACSR 12.47kV underbuilt.

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DISTRIBUTION EXPERIENCE

Project: MO57-2022-02L

Owner: Cuivre River Electric Cooperative, Inc Location: Troy, MO

Contact: Bryon Stilley Phone: (319) 290-8713

Date Started & Completed: 02/08/22 - Current Value of Work: \$ 5,000,000.00

Description of Work: Various Distribution overhead and underground. T&E work.

Project: Various Distribution Projects in Colorado

Owner: Mountain Parks Electric, Inc Location: Granby, CO

Contact: Gabe Gomez Phone: (970) 887-3378

Date Started & Completed: 10/01/19 - Current Value of Work: T&E work.

Description of Work: Various Distribution overhead and underground.

Project: Various Distribution Projects in Colorado

Owner: City of Gunnison Location: Gunnison, CO

Contact: Will Dowis Phone/email: wdowis@gunnisonco.gov

Date Started & Completed: 06/01/2022 - Current Value of Work: T&E work.

Description of Work: Various Distribution overhead and underground.

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DISTRIBUTION EXPERIENCE

Project: CO-35 2020 System Improvements

Owner: Sangre De Cristo Electric Association Location: Buena Vista, CO

Contact: Bryon Stilley Phone: 319-290-8713

Date Started & Completed: 06/01/20 - Current Value of Work: \$4,500,000.00

Description of Work: 45 miles of 3 phase and single phase distribuion, rock hole, helicopter sets, hand sets and remote work.

Project: Multiple Distribution Projects

Owner: Morgan County Rural Electric Association Location: Fort Morgan, Colorado

Contact: Bobby Brenton Phone: (970) 768-0886

Date Started & Completed: 06/01/17 - Current Value of Work: \$17,000,000.00

Description of Work: Various overhead and underground distribution projects. Substaion work. 69kv transmission

Project: Multiple Distribution Projects

Owner: Southeast Colorado Power Association Location: State of Colorado

Contact: Mark Hall Phone: (719) 688-0083

Date Started & Completed: 09/01/16 - 01/25/22 Value of Work: \$9,000,000.00

Description of Work: Various overhead and underground distribution projects. Substaion work. 69kv transmission

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DISTRIBUTION EXPERIENCE

Project: Project UE2019-13 Farmland Road Distribution Line Construction

Owner: Garnden City Utility Service Center

Location: Garden City, KS

Contact: Kent Pottorf

Phone: (620) 276-1290

Date Started & Completed: 05/01/20 - 09/01/20

Value of Work: \$667,668.98

Description of Work: Farmland Road distribution line will be installed for approximately 4 miles, install 7 galvanized steel monopole, dead-end structures on concrete foundations, install 132 direct embedded wood pole structures, install insulators and hardware for conductor and shield wire.

Project: Various Distribution and Substation

Owner: CORE Electric Cooperative

Location: Sedalia, CO

Contact: Alex Mendez

Phone: (303) 250-2917

Date Started & Completed: 9/1/2019- 05/01/2020

Value of Work: \$1,500,000.00

Description of Work: Various Distribution overhead and underground. T&E work.

Project: GOAB Switch Replace, Rotten Pole Construction & Distribution Line Rebuild Construction

Owner: Highline Electric Association

Location: Holyoke, CO

Contact: Jason Depperschmidt

Phone: (970) 854-2236

Date Started & Completed: 12/01/20 - 05/01/21

Value of Work: \$ 1,314,341.00

Description of Work: Removal of 19-69kV GOAB and associated ground switches and the installation of 18 new GOAB switches on 5 switch structures.

Retirement and construction of 126 rotten distribution poles. Rebuild of 5.5 miles of distribution 3 phase line. Rebuild of 9.5 miles of distribution 1 phase line.

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DISTRIBUTION EXPERIENCE

Project: 2021 West Hwy 34 Distribution Line Rebuild

Owner: City of Fort Morgan **Location:** Hwy 34, Fort Morgan Colorado

Contact: Doug Linton **Phone:** (970) 542-3912

Date Started & Completed: 10/14/21 - 11/30/21 **Value of Work:** \$ 118,911.00

Description of Work: Setting 17 steel poles and approximately one mile of re-conductor section of main electric distribution feeder line.

Project: Various Distribution Projects in TX

Owner: Oncor **Location:** State of Texas

Contact: Jeff Evans **Phone:** (469) 955-5434

Date Started & Completed: 06/01/2021 - 02/01/2023 **Value of Work:** \$ 7,884,934.00

Description of Work: Various Distribution overhead and underground. T&E work.

Set 90' concrete poles to raise and reconduct hwy crossing with new 795 ACSR ; Set steel poles to raise lake crossings, string new 795 ACSR; remove unaccessible line from the water by using a helicopter.

Project: Various Distribution Projects in TX

Owner: Tri-County Electric Cooperative **Location:** Azle / Weatherford, TX

Contact: Wes Scheets **Phone:** (817) 444-3201

Date Started & Completed: 12/20/2021 - Current **Value of Work:** T & E / Unit / Bids

Description of Work: Various Distribution overhead and underground. T&E work.

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Work Experience / References

Project: Vollmer Substation, 15/115kV
Owner: Mountain View Electric Association Location: Peyton, CO
Contact: Mike Garland Phone: 719-494-2638
Date Started & Completed: Feb. 2022 - June 2022 Value of Work: \$ 841,000.00
Description of Work: 15kV Greenfield (TSGT Contractor doing 115kV side) - Install foundations, grounding, conduit, steel, bus, (6) 15kV breakers, (1) 15kV switch, (66) 15kV disconnect switches, (30) arresters, (3) fuse units, pull and terminate cable

Project: Panorama Substation, 115kV
Owner: RES Location: Grover, CO
Contact: Gary Zahalka Phone: (701) 866-9254
Date Started & Completed: Sept. 2021 - Dec. 2021 Value of Work: \$ 350,000.00
Description of Work: 115kV Greenfield - Install grounding, conduit, steel, bus, (1) 138kV breaker, (2) 138kV switches, (3) 115kV CCVTs, (3) 38kV breakers, (11) 38kV switches, (1) 34.5kV cap bank, pull and terminate cable, spread top rock

Project: Thedford Substation, 115kV
Owner: Nebraska Public Power District Location: Thedford, NE
Contact: Bryan Smith Phone: (308) 830-3801
Date Started & Completed: Sept. 2021 - Dec. 2021 Value of Work: \$ 196,000.00
Description of Work: 115kV Substation Expansion – Removal of (16) foundations, ground wells, and cable trench. Installation of foundations, (2) breakers, (10) switches, (2) PT's, steel, jumpers, 2.5" bus, conduit, grounding, and control cable.

Project: Finnerty Substation, 69kV
Owner: Wheatland Rural Electric Association Location: Guernsey, WY
Contact: Michael Mansour Phone: (970) 207-9648 ext 107
Date Started & Completed: May 2021 - Dec. 2021 Value of Work: \$ 802,000.00
Description of Work: 69kV Greenfield - Install foundations, conduit, grounding, steel, bus, (3) 69kV breakers, (10) vertical break switches, (3) VT's and pull/terminate cable.



Work Experience / References

Project: Rushville Substation, 115kV
Owner: Nebraska Public Power District Location: Rushville, NE
Contact: James Schafer Phone: (402) 649-1744
Date Started & Completed: Sept. 2021 - Nov. 2021 Value of Work: \$ 125,000.00
Description of Work: 115kV Breaker Replacement – Removal of (2) breakers, (12) switches, (5) CCVTs, (2) Structures, (9) Foundations and 525' Bus. Installation of new breakers, switches, 4" bus, foundations, conduit, grounding, and control cable.

Project: North Platte Substation, 115kV
Owner: Nebraska Public Power District Location: North Platte, NE
Contact: Bryan Smith Phone: (308) 830-3801
Date Started & Completed: April 2021 – June 2021 Value of Work: \$ 125,000.00
Description of Work: 115kV Breaker Replacement – Removal of (2) breakers, (2) gang switches, (3) CCVTs, and 2" Bus. Installation of new breakers, switches, CCVT, 4" bus, conduit, grounding, and control cable.

Project: Setab Substation, 345kV
Owner: Sunflower Electric Power Corp / Quanta Location: Overland Park, KS
Contact: Jerry Allen Phone: (816) 730-7787
Date Started & Completed: Nov 2020 – June 2021 Value of Work: \$ 1,490,000.00
Description of Work: 345kV Breaker and Control Building Upgrade – Removal of (3) 345kV breakers and foundations, (15) relay panels, (6) CCVTs / wave traps and all associated jumpers. Installation of new foundations, (3) breakers, (6) wave traps, (12) light pedestals, (6) CCVTs, conduit, 50,000' + of cable with terminations. Installation of new power house with (21) relay panels, all associated SIS and control cable wiring, (12) AC/DC building lights, (2) Disconnect switches, and AC/DC Panels

Project: Antelope Substation, 69kV
Owner: Nebraska Public Power District Location: NE
Contact: James Schafer Phone: (402) 649-1744
Date Started & Completed: Nov 2020 – Jan 2021 Value of Work: \$ 115,000.00
Description of Work: 69kV Bay Addition – Installation of new 115kV transformer, (1) 115kV breaker and associated slack spans and jumpers, (1) 69kV breaker, (2) bays for 69kV low side steel, bus, jumpers, PTs, conduit, pull pits and associated cable.



Work Experience / References

Project: Lexington Substation, 34.5kV-69kV
Owner: Nebraska Public Power District Location: NE
Contact: Bryan Smith Phone: (308) 830-3801
Date Started & Completed: Nov 2020 – Dec 2020 Value of Work: \$ 90,500.00
Description of Work: 34.5kV – 69kV Brownfield – Removal of 34.5kV bay foundations, steel, all associated conduit, cable, equipment, and jumpers. Installation of new 69kV steel (1) breaker, (1) capacitor bank, (5) yard lights and all associated jumpers and control cable.

Project: Garden City Substation, 69kV
Owner: City Of Garden City Location: Garden City, KS
Contact: Kent Portoff Phone: (620) 276-1290
Date Started & Completed: Aug 2020 – Sept 2020 Value of Work: \$ 150,000.00
Description of Work: 69kV Brownfield – Installation of new foundations, conduit, trenwa, grounding, steel, bus, (2) breakers, (12) cut out switches and all associated jumpers to new and existing equipment.

Project: East / West Substation, 115kV
Owner: City Of Beresford Location: Beresford, SD
Contact: Dylan Schveles Phone: (712) 472-2531
Date Started & Completed: June 2020 – Feb 2021 Value of Work: \$ 1,800,000.00
Description of Work: 115kV Greenfield / 115kV Brownfield Addition – Installation of new foundations, (5) breakers, (1) transformer, (1) control building, (1) circuit switcher, (2) CCVTs, and all associated duct banks, grounding, control cable with terminations and testing and commissioning of both substations.

Project: Crossing Trails Substation, 230kV
Owner: TVIG / EDP Renewables North America Location: Siebert, CO
Contact: John Herron Phone: (713) 818-9554
Date Started & Completed: June 2020 – Oct 2020 Value of Work: \$ 2,800,000.00
Description of Work: 230kV Greenfield – Installation of 230kV steel, (1) power transformer, (1) breaker, (3) PTs, and (1) switch. Installation of (2) 34.5kV bays with (2) 34.5kV breakers, (3) CCVTs, and (10) switches. Installation of all associated foundations, grounding, conduit, trenwa, bus, jumpers, bird guard, cable and terminations. Installation of control building with all necessary equipment, cable and terminations. Testing and commissioning of substation.



Work Experience / References

Project: Castle Rock Substation, 115kV
Owner: Intermountain Rural Electric Association Location: Castle Rock, CO
Contact: Mike Fletcher Phone: (720) 733-5483
Date Started & Completed: Jun-20 Value of Work: \$ 60,000.00
Description of Work: Demo (11) 115kV reclosures and installation of (11) new 115kV reclosures.

Project: Last Chance Substation, 69kV
Owner: Morgan County REA Location: Last Chance, CO
Contact: Mike Mansour Phone: (970) 207-9648
Date Started & Completed: Feb 2020 – April 2020 Value of Work: \$ 456,712.00
Description of Work: 69kV Brownfield Addition – Installation of new foundations (3) new bays of steel, (2) reclosures, (3) regulators, (8) switches and all associated bus, jumpers, and control cable.

Project: Yoder Substation, 69kV
Owner: MVEA Location: Yoder, CO
Contact: Mike Garland Phone: (719) 494-2638
Date Started & Completed: Dec 2019 – May 2020 Value of Work: \$ 3,300,000.00
Description of Work: 69kV Greenfield (built to 115kV Spec) – Installation of new foundations, ground grid, trench, and conduit. Installation of (1) control building, (1) 115kV transformer, (6) reclosures, (2) 115kV breakers, (3) regulators, (6) switches, (12) cut out switches and all associated jumpers, bus control cable and terminations.

Project: Gerald Substation, 69kV
Owner: SECPA Location: Las Animas, CO
Contact: Mark Hall Phone: (816) 730-7787
Date Started & Completed: July 2019 – Nov 2019 Value of Work: \$ 850,000.00
Description of Work: 69kV Greenfield – Installation of new foundations, ground grid, conduit, (1) transformer, (1) 69kV switch, (2) 34.5kV switches, (1) Battery bank enclosure with charger, (1) metering bay and all associated jumpers, cable and terminations.

Kelly Oelke

From: Brandon Jisa <bjisa@olsson.com>
Sent: Monday, June 19, 2023 8:16 AM
To: Kelly Oelke
Subject: Additional Altitude References

Kelly,

I received some additional reference information below from three separate individuals that I reached out to last week. Their responses are in bold. They seem to generally be in good standings with everyone they do work with and would have our support to move forward with on this construction project.

Have a nice week.

Brandon,

Altitude has done numerous projects for NPPD and I currently have them working on a project. They have and continue to do good work for NPPD.

Jim Shafer
Sr. Project Coordinator
Nebraska Public Power Dist.
1200 S. Chestnut St.
Norfolk, NE 68701
402-649-1744

Sure! They won a recent bid for a 69 kV Sub-Transmission project with distribution underbuild that we have going on. It involved some outage work for the town of Brady and was time sensitive due to the need to use a generator for town. It also involved the installation of some laminate structures, a 3-way unitized Seeco switch and had an interstate crossing. We've been very happy with their communication and work they've done. This is our first project with them, so we've had a couple of growing pains, but nothing out of the ordinary when working with a new contractor. Feel free to give me a call if you need more information.

Thanks,

Cole Brodine, P.E.
Manager of Engineering & Technology – Dawson Public Power District
PO Box 777, Lexington NE 68850
308-324-2386 ext. 152
dawsonpower.com

Altitude Energy has completed numerous overhead 25kv rebuilds for us. They are currently working on a large overhead to underground project. I have found to enjoy working with all their staff. I will say just like any contractor you have to keep an eye on them for quality control and safety. Overall, they are very good to work with and I would recommend them. I would also give them clear expectations before they start any working for you.

If you would like a more detailed response, feel free to give me a call. 970-531-0869

Adam Paulson

Operations/Engineering Manager

AdamBP@mpei.com

ex 215



Mountain Parks Electric, Inc.

321 West Agate Ave • P.O. Box 170, Granby, CO 80446-0170 • 970.887.3378

We are owned by those we serve.

Brandon M. Jisa

Technical Manager / Power

D 402.458.5946

C 402.580.3634

601 P Street, Suite 200

Lincoln, NE 68508

O 402.474.6311

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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"/>

Gold Service Agreement



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

Gold Service Agreement



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.

Gold Service Agreement



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

TKE BRONZE

SERVICE AGREEMENT	Monthly	Per Year		Monthly Discount	Annual Discount
	\$90.00	\$1,080.00			
Annual Bill Discount			-4%	-\$3.60	-\$43.20
Contract Term Discount - 7 Years			-2%		-\$20.74
Contract Term Discount - 10 Years			-4%		-\$41.47

TOTALS WITH DISCOUNTS

Annual Contract					\$1,036.80
+ 7 Year Contract					\$7,112.45
+ 10 Year Contract					\$9,953.28

TKE GOLD

SERVICE AGREEMENT	Monthly	Per Year		Monthly Discount	Annual Discount
	\$135.00	\$1,620.00			
Annual Bill Discount			-4%	-\$5.40	-\$64.80
Contract Term Discount - 7 Years			-2%		-\$31.10
Contract Term Discount - 10 Years			-4%		-\$62.21

TOTALS WITH DISCOUNTS

Annual Contract					\$1,555.20
+ 7 Year Contract					\$10,668.67
+ 10 Year Contract					\$14,929.92

SCHINDLER RM

SERVICE AGREEMENT	Monthly	Per Year
	\$110.00	\$1,320.00
10 Year Service Agreement		
Annual Billing - No Discount		

TOTAL

10 Year Contract					\$13,200.00
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Firefighters Memorial

To honor the service and sacrifice of the men and women within the fire service, the memorial that is situated in Hickman Ne, is one that is dedicated to active firefighters and to those that have passed.

Hickman Firefighters Memorial



Firefighters Memorial

Below the stacked uniform is the Firefighter's Prayer. The left side is the "Roll Call", dedicated to those who have served or are still serving and have done so for a period of at least 5 years. The right side, is the "Last Call" dedicated to those who have served in any capacity and have passed away.



June 8, 2023

City of Hickman
Attn: Ms. Kelly Oelke, City Administrator
115 Locust Street, PO Box 127
Hickman, Nebraska 68372-0127

Re: Wastewater Treatment Facility Headworks & Final Clarifiers
Hickman, Nebraska
Olsson Project No. 021-01497

Dear Ms. Oelke:

On Thursday, June 1, 2023, bids were received for the above-mentioned project. This letter summarizes the bids received and provides the City Council with our recommendations for making an award on the project. A bid tabulation was prepared for the project and is enclosed for reference.

A total of two bids were received for the project. Bids were submitted by Midwest Mechanical Industrial Services, LLC of Logan, IA, and Neuvirth Construction Inc, of Blair, NE. Alternate pricing was provided for painting of the existing final clarifier equipment (Alternate #1) as requested. Neither bid included pricing for the addition of launder covers (Alternate #2). The stated completion dates were to be substantially complete by June 15, 2024, and final completion achieved by July 15, 2024.

The apparent low bid was provided by Neuvirth Construction Inc, with a base bid amount of \$3,882,270 and a bid amount of \$84,630.00 for Alternate #1. The engineer's opinion of probable construction cost was \$2,261,480.00. The base bid amounts were above the engineer's opinion of probable construction, but the bids themselves were within 4% of each other.

All bidders have shown that they are responsive and responsible bidders. We have worked with Neuvirth Construction Inc. successfully on previous projects.

It is our recommendation that the City should award the bid to Neuvirth Construction Inc. for the contract price of \$3,882,270. The bid award will need to be made contingent upon review and approval per any necessary funding requirements, if applicable.

Please feel free to contact me with any additional questions that you may have. I can be reached at 402.458.5979 or nokeefe@olsson.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nate O'Keefe".

Nate O'Keefe, PE

Encls.

F:\2021\01001-01500\021-01497\20-Management\Communication\23-06-08_WTWW_WWTF Bid Recommendation.docx



June 8, 2023

City of Hickman
Attn: Ms. Kelly Oelke, City Administrator
115 Locust Street, PO Box 127
Hickman, Nebraska 68372-0127

Re: Wastewater Treatment Facility Headworks & Final Clarifiers
Hickman, Nebraska
Olsson Project No. 021-01497

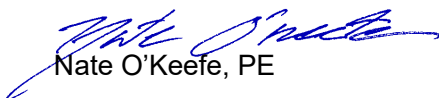
Dear Ms. Oelke:

As the bids received for the above-mentioned project were above the engineer's opinion of probable construction cost Olsson requested additional information from the apparent low bidder to compare with the opinion of cost. This information was provided by Neuvirth Construction Inc. and reviewed by Olsson.

The difference between the apparent low bid and the opinion of cost was approximately \$1,555,000. While there were differences across all categories as shown in the attached breakdown, a large portion of the difference was in the final clarifier and headworks structures. The final clarifier structure accounted for approximately \$526,000 of the difference, and the headworks structure and building accounted for approximately \$988,000 of the difference. Both of these items are concrete structures and increase in concrete material pricing, along with shortage in labor increasing the price of this work are likely the cause of the increased costs.

Please feel free to contact me with any additional questions that you may have. I can be reached at 402.458.5979 or nokeefe@olsson.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nate O'Keefe".

Nate O'Keefe, PE

Encls.

F:\2021\01001-01500\021-01497\20-Management\Communication\23-06-08_WTWW_WWTF Bid Notes.docx

Hickman WWTP Improvements

Bid Comparison

Olsson Project No. 021-01497

Date: June 8, 2023

Item	Neuvirth Breakdown	Neuvirth - Parsed	Olsson	Difference
Logistics (MOB/DEMOB)	\$164,897.24	\$164,897.24	\$114,700.00	\$50,197.24
Bypass Procedure	\$37,623.35	-	-	-
Final Clarifier	\$1,027,222.71	-	-	-
Final Clarifier Structure	-	\$788,222.71	\$262,000.00	\$526,222.71
Final Clarifier Equipment	-	\$239,000.00	\$239,000.00	\$0.00
Electrical	\$392,111.24	-	-	-
Electrical, HVAC, Controls	-	\$392,111.24	\$246,500.00	\$145,611.24
Existing Pump Station	\$40,354.99	-	-	-
Headworks	\$1,593,668.96	-	-	-
Headworks Building	-	\$1,302,668.96	\$315,100.00	\$987,568.96
Headworks Equipment	-	\$291,000.00	\$194,000.00	\$97,000.00
Oxidation Ditch Modification	\$59,430.51	-	-	-
Site Clarifier	\$135,086.51	-	-	-
Site Demolotion	\$29,095.15	-	-	-
Site General	\$94,865.00	-	-	-
Site Headworks	\$124,523.00	-	-	-
SWPPP	\$23,329.44	-	-	-
Site Work	-	\$406,899.10	\$368,300.00	\$38,599.10
Alternate 1	\$94,692.46	-	-	-
Contingency	-	-	\$521,880.00	N/A
Non-Itemized Items	-	\$232,101.31	-	\$232,101.31
Total	\$3,816,900.56	\$3,816,900.56	\$2,261,480.00	\$1,555,421

RESOLUTION NO 2023-08

A RESOLUTION AUTHORIZING CITY OF HICKMAN CITY COUNCIL MEETING VIDEO RECORDINGS TO BE AVAILABLE ON OFFICIAL CITY SOCIAL MEDIA EFFECTIVE OCTOBER 1, 2023.

WHEREAS, the Mayor and City Council of the City of Hickman recognize that the internet provides unique opportunities to share information; and

WHEREAS, the incorporation of City Council meeting video recordings onto social media can be a powerful and efficient way to communicate information to a large audience and highlight the work and mission of various city departments; and

WHEREAS, Nebraska Secretary of State Records Management Division regulates local government agencies in managing the creation, use, storage and disposal of records in an efficient and economical manner; and

WHEREAS, the state agency Nebraska Records Management Division, Schedule 24, Local Agencies General Records, Item No. 24-57 Meeting Minutes and Materials, allows for the retention of digital/video/audio recordings for one (1) year after minutes are approved.

NOW, THEREFORE, LET IT BE RESOLVED by the Mayor and City Council of the City of Hickman, do hereby approve of the posting of City Council meeting video recordings onto social media be made available after October 01, 2023; and

BE IT FURTHER RESOLVED that City Council meeting video recordings will be posted onto social media within seventy-two (72) hours after the adjournment of the City Council meeting and in accordance with the City's Social Media Policy; and

BE IT FURTHER RESOLVED that City Council meeting video recordings held on record and posted onto social media be retained for one (1) year after minutes are approved and will be disposed of per the recommendation of retention periods and dispositions of the state agency.

PASSED AND APPROVED THIS 27TH DAY OF JUNE, 2023.

Phil Goering, Mayor

Attest:

Jaala Johnson, City Clerk

(SEAL)

**RESOLUTION NO 2023-09
CITY OF HICKMAN, NEBRASKA**

A RESOLUTION ESTABLISHING A SOCIAL MEDIA POLICY.

WHEREAS, the use and presence of social media has drastically increased over recent years; and

WHEREAS, the Mayor and City Council desire to implement a policy to provide guidelines for social media conduct by full-time, part-time, and volunteer personnel working for the City of Hickman.

NOW, THEREFORE, LET IT BE RESOLVED by the Mayor and City Council of the City of Hickman; That the "Social Media Policy", marked as Exhibit "A", attached hereto and incorporated herein by this reference, be and hereby is adopted.

PASSED AND APPROVED THIS 27TH DAY OF JUNE, 2023.

Phil Goering, Mayor

Attest:

Jaala Johnson, City Clerk

(SEAL)

EXHIBIT "A"
RESOLUTION NO. 2023-09
CITY OF HICKMAN, NEBRASKA

SOCIAL MEDIA POLICY

Purpose

This City of Hickman (hereinafter referred to as "City") policy regarding social media and social networking activities (hereinafter referred to as "Social Media Policy") shall provide guidelines for conduct by full-time, part-time, and volunteer personnel working for the City of Hickman (hereinafter referred to as "City Employee"). This policy covers all forms of and technology used for all social media and social networking activities, both currently existing and any that may be developed in the future.

City Owned and Maintained Accounts

Employee Access

- Any City Employee authorized to post items on any of the City's social media sites shall review, be familiar with, and comply with the Social Media Policy.
- Any City Employee authorized to post items on any of the City's social media sites shall not express his/her own personal views or concerns through such postings. Instead, postings on any of the City's social media sites by an authorized City Employee shall only reflect the views of the City.
- City Employees granted permission to use the City websites, social media pages, or engage in social networking activities are responsible for complying with applicable federal, state, and city laws, ordinances, regulations, and policies.
- City employees posting content must ensure their posting does not violate the City's privacy, confidentiality, and applicable legal guidelines. They must ensure they have the legal right to publish all materials, including photos and articles pulled from other sites.
- Confidential or proprietary information or similar information of third parties who have shared such information with the City should not be shared on social media.
- City employees may not post to City websites or social media pages or engage in social networking activities related to the City during personal time, unless otherwise authorized by their Department Head.
- City Employees representing the City via social media must conduct themselves at all times as representatives of the City. City Employees that fail to conduct themselves in an appropriate manner may be subject to disciplinary action. The City Administrator or its designees will determine how City Employees must identify themselves when participating in a City social media forum.
- Use of social media during work hours by City Employees will conform to standards set forth in the Employee Handbook, related, but not limited to, *Computers, Email, and Internet Usage, City Supplied Cell Phones, and Use of Personal Cell Phones* policies.
- This policy must be followed in conjunction with other City policies and procedures.

Site Setup

- The City reserves the right to remove any content from its social media sites at any time.

- The City's social media site serves as an online information source focused on City issues, projects, news and events, and is not intended as a public forum.
- The establishment and use of social media sites is subject to approval by the City Administrator or their designee. All City social media sites shall be administered by the City Administrator or its designees. They will monitor the content on the City's social media sites to ensure the site meets with both the Social Media Policy and the interest and goals of the City.
- The social media site(s) will be maintained by the City and follow the Social Media Policy.
- City social media sites, where possible, should link back to the City's official website for forms, documents, online services, and other information.

Use and Content

- The City's social media sites content shall only pertain to City-sponsored or City-endorsed programs, services, and events. Content includes, but is not limited, information, photographs, videos, and hyperlinks.
- City information posted to a social media account will follow a content schedule developed by the City Administrator. Deviations from the schedule are expected, especially in emergencies. If scheduled content is preempted, it will be posted as soon as possible.
- Internet user account and password access may be withdrawn without notice.
- Lack of adherence to this Social Media Policy may result in disciplinary action up to and including termination.
- If a City Employee violates any applicable laws, the City may pursue criminal or civil action against the City Employee.
- All information posted or created for the City's social media sites will become the exclusive property of the City.

Security

- The City reserves the right to deny access to the City's social media sites for any person who violates the City's social media policy at any time without prior notice.
- The City reserves the right to terminate any City social media site at any time without prior notice.
- All social media pages must be established in the City's name and the log-in name, password for access, and a list of all City Employees having access to the password must be submitted to the City Administrator.

Citizen Conduct

- The City reserves the right to restrict or remove any content that is deemed in violation of the Social Media Policy or any applicable law.
- A comment posted by a member of the public on any City social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City, nor do such comments necessarily reflect the opinions or policies of the City.
- Comments on topics or issues not within the jurisdictional purview of the City may be removed.

- Comments containing any of the following inappropriate forms of content shall not be permitted on the City's social media sites and are subject to removal and/or restriction by the City Administrator or its designee:
 - Comments not related to the original topic
 - Profane, obscene, violent, or pornographic content and/or language
 - Content that promotes discrimination on the basis of race, creed, color, age, religion, gender, or national origin
 - Defamatory or personal attacks
 - Encouragement in illegal activities
 - Conduct in violation of any federal, state, or local law
 - Comments in support of or in opposition to any political campaign or ballot measure
 - Violates the legal ownership interest of another party
 - Promotes commercial services or products

Personally Owned and Maintained Accounts

- Use of City technology and equipment (including computers, internet, and City issued cell phones) to access personal social media websites, accounts, or other related personal material, except for de minimis use, shall be prohibited during work hours.
- Employees shall have no right to privacy for any matter passed through, viewed, downloaded, printed, created, stored, received, sent or otherwise transmitted from City technology and equipment.
- Internet and social media information in the public domain may be considered in employee personnel issues. Please remember to be respectful of others and avoid posts which could be viewed as malicious, obscene, threatening, or intimidating.
- City Employees and management shall not request or require access to employee or applicant password protected personal internet accounts (including personal social media accounts).
- City Employees shall not disclose confidential information on personal social media accounts, websites, or other online forums. Disclosure of information by the City shall be regulated by the City of Hickman Public Records Policy.
- Misuse of City property, software, and social media accounts may subject the City Employee to disciplinary action up to and including termination

Employee Acknowledgement: _____ Date: _____
 (Employee Signature)

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

ORDINANCE NO. 2023-07

AN ORDINANCE TO APPROVE THE FINAL PLAT AND SUBDIVISION AGREEMENT OF HICKMAN HILLS 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. Hickman Hills 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 Hickman Hills 1st Addition, a copy which is attached hereto as Exhibit A 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. The City of Hickman and the subdivider Buel Properties, LLC shall enter into the Subdivision Agreement, a copy which is attached hereto as Exhibit B, and made a part of this Ordinance. This Subdivision Agreement contains covenants that run with the real property contained in the Hickman Hills 1st Addition and are binding on all successor and assigns of the City of Hickman and Buel Properties, LLC.
- Section 5. This ordinance shall be in full force and effect from and after its passage and publication according to law.

PASSED AND APPROVED THIS THE 27TH DAY OF JUNE 2023

Phil Goering, Mayor

ATTEST: _____
Jaala Johnson, City Clerk

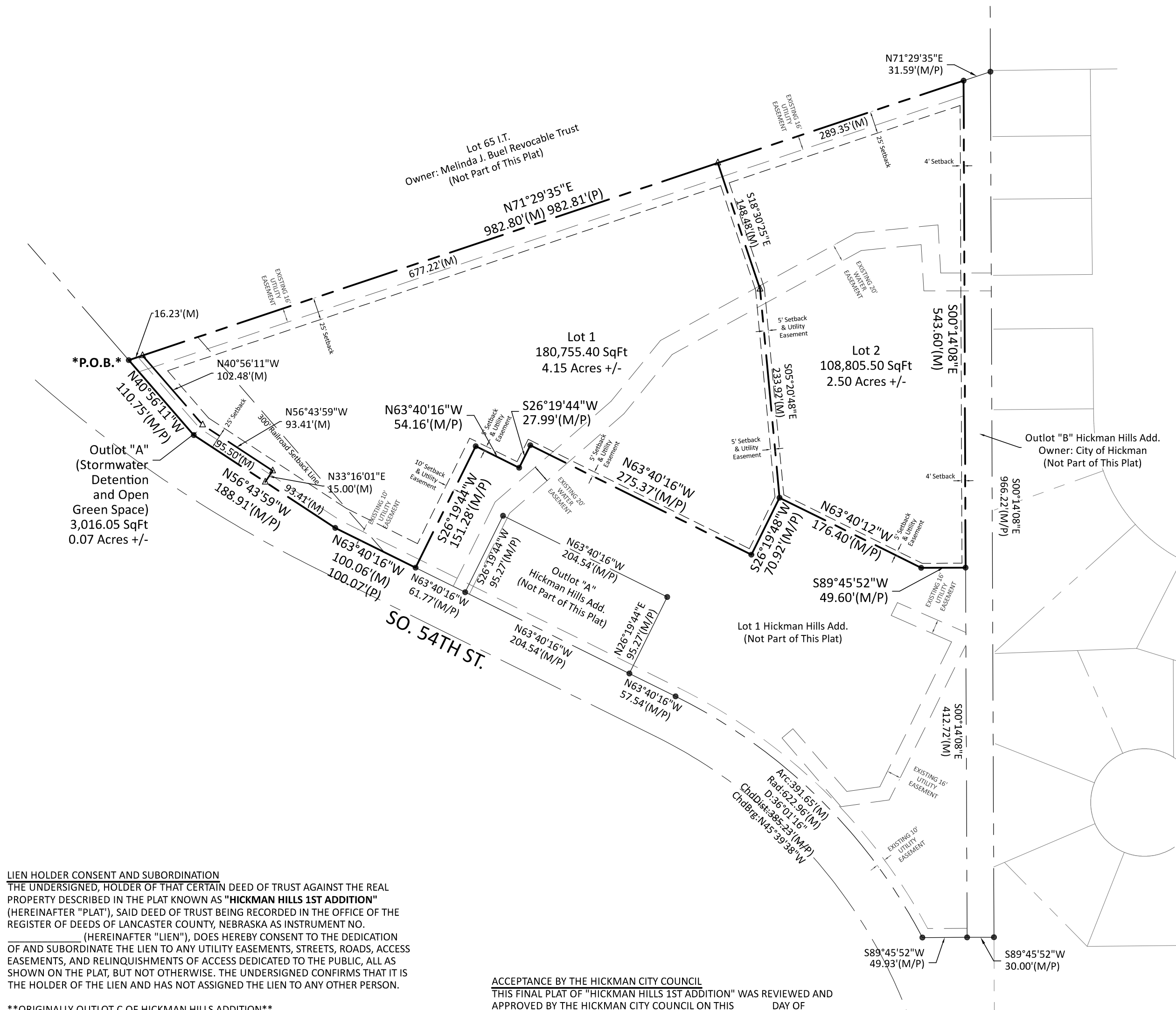
(SEAL)

HICKMAN HILLS 1ST ADDITION

FINAL PLAT

REPLAT OF OUTLOT C, HICKMAN HILLS ADDITION
CITY OF HICKMAN, LANCASTER COUNTY, NEBRASKA.

- LEGEND**
- △ - SET 5/8"x24" CAPPED REBAR (LS502)
 - - FOUND CAPPED REBAR (LS570) UNLESS NOTED OTHERWISE
 - - CALCULATED SURVEY POINT
 - CTP - CRIMPED TOP PIPE
 - OTP - OPEN TOP PIPE
 - M - MEASURED DISTANCE
 - C - CALCULATED DISTANCE
 - P - PLAT DISTANCE
 - R - RECORDED DISTANCE
 - BOUNDARY LINE



SURVEYOR'S CERTIFICATE

I, THOMAS B. CATLETT, NEBRASKA REGISTERED LAND SURVEYOR NO. 502, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT TO BE KNOWN AS "HICKMAN HILLS 1ST ADDITION" BEING A REPLAT OF OUTLOT C, HICKMAN HILLS ADDITION, LOCATED IN THE SW 1/4 SECTION 28, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY. SAID PLAT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT C, HICKMAN HILLS ADDITION, THENCE ON THE NORTH LINE OF SAID OUTLOT C, N71°29'35"E A DISTANCE OF 982.80 FEET TO THE NE CORNER OF SAID OUTLOT C; THENCE ON THE EAST LINE OF SAID OUTLOT C, S00°14'08"E A DISTANCE OF 543.60 FEET TO THE NORTH LINE OF LOT 1 OF HICKMAN HILLS ADD.; THENCE ON THE NORTHERLY LINE OF LOT 1 OF HICKMAN HILLS ADD. FOR THE NEXT 7 COURSES, S89°45'52"W A DISTANCE OF 49.60 FEET; THENCE N63°40'12"W A DISTANCE OF 176.40 FEET; THENCE S26°19'44"W A DISTANCE OF 70.92 FEET; THENCE N63°40'16"W A DISTANCE OF 275.37 FEET; THENCE S26°19'44"W A DISTANCE OF 27.99 FEET; THENCE N63°40'16"W A DISTANCE OF 54.16 FEET; THENCE S26°19'44"W A DISTANCE OF 151.28 FEET TO THE NORTH R.O.W. OF SOUTH 54TH STREET; THENCE ON THE NORTHERLY R.O.W. OF SOUTH 54TH STREET (AND THE SOUTH LINE OF SAID OUTLOT C) FOR THE NEXT 3 COURSES, N63°40'16"W A DISTANCE OF 100.06 FEET; THENCE N56°43'59"W A DISTANCE OF 188.91 FEET; THENCE N40°56'11"W A DISTANCE OF 110.75 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT C AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 292,576.95 SQUARE FEET OR 6.72 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL BOUNDARY CORNERS AND LOT CORNERS AS SHOWN ON THE FINAL PLAT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS OF A FOOT.

SIGNED THIS _____ DAY OF _____, 2023.

THOMAS B. CATLETT L.S. #502
CATLETT SURVEYING
13650 S. 150TH COURT
BENNET, NE 68317

DEDICATION

The foregoing plat, known as "HICKMAN HILLS 1ST ADDITION", as described in the surveyor's certificate is made with the free consent and in accordance with the desires of the undersigned, the sole owner(s), and the easements shown thereon are hereby granted in perpetuity to the LANCASTER COUNTY, NEBRASKA, Windstream Nebraska Inc., Time Warner Cable Midwest LLC, Black Hills Energy, Lancaster County Rural Water District, and Lincoln Electric System (or Norris Public Power District), their successors and assigns, to allow entry for the purpose of construction, reconstruction, repair, operation and maintenance of wires, cables, conduits, fixtures, poles, towers, pipes, and equipment for the distribution of electricity and gas; telephone and cable television; wastewater collectors; storm drains; water mains and all appurtenances thereto, over, upon, or under the easements as shown on the foregoing plat.

Lancaster County, its successors and assigns are hereby held harmless for the cost of replacement or damage to any improvement or vegetation over, upon, or under any easement shown thereon. The construction or location of any building or structure, excluding fences, over, upon, or under any easement shown thereon shall be prohibited.

Witness my hand:

BUELL PROPERTIES, LLC. (MANAGER : TRAVIS D. BUELL)

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)SS.
COUNTY OF LANCASTER)

ON THIS _____ DAY OF _____, 2023 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME TO ME, TRAVIS D BUELL (MANAGER FOR BUELL PROPERTIES, LLC) KNOWN TO BE THE IDENTICAL PERSON(S) WHOSE NAME ARE FIXED TO THE DEDICATION OF THE FOREGOING PLAT AND THEY ACKNOWLEDGE THE SAME TO BE THEIR VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES THE _____ DAY OF _____, 2023.

NOTARY PUBLIC

LIEN HOLDER CONSENT AND SUBORDINATION
THE UNDERSIGNED, HOLDER OF THAT CERTAIN DEED OF TRUST AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS "HICKMAN HILLS 1ST ADDITION" (HEREINAFTER "PLAT"), SAID DEED OF TRUST BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF LANCASTER COUNTY, NEBRASKA AS INSTRUMENT NO. _____ (HEREINAFTER "LIEN"), DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY EASEMENTS, STREETS, ROADS, 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.

ORIGINALLY OUTLOT C OF HICKMAN HILLS ADDITION

FIRST STATE BANK : Trustee and Beneficiary

By: _____

(Name of Bank Officer) (Title of Bank Officer)

ACKNOWLEDGMENT OF NOTARY
STATE OF NEBRASKA)
)SS.
COUNTY OF LANCASTER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 2023 BY

_____ (NAME OF BANK OFFICER)

_____ (TITLE OF BANK OFFICER), FIRST
STATE BANK NEBRASKA (ON BEHALF OF SAID BANK).

NOTARY PUBLIC

ACCEPTANCE BY THE HICKMAN CITY COUNCIL
THIS FINAL PLAT OF "HICKMAN HILLS 1ST ADDITION" WAS REVIEWED AND APPROVED BY THE HICKMAN CITY COUNCIL ON THIS _____ DAY OF _____, 2023.

MAYOR _____

ATTEST: _____
CITY CLERK

ACCEPTANCE BY THE CITY ENGINEER
THIS FINAL PLAT OF "HICKMAN HILLS 1ST ADDITION" WAS REVIEWED AND APPROVED BY THE HICKMAN CITY ENGINEER ON THIS _____ DAY OF _____, 2023.

HICKMAN CITY ENGINEER _____

ACCEPTANCE BY THE HICKMAN PLANNING COMMISSION
THIS FINAL PLAT OF "HICKMAN HILLS 1ST ADDITION" WAS REVIEWED AND APPROVED BY THE HICKMAN PLANNING COMMISSION ON THIS _____ DAY OF _____, 2023

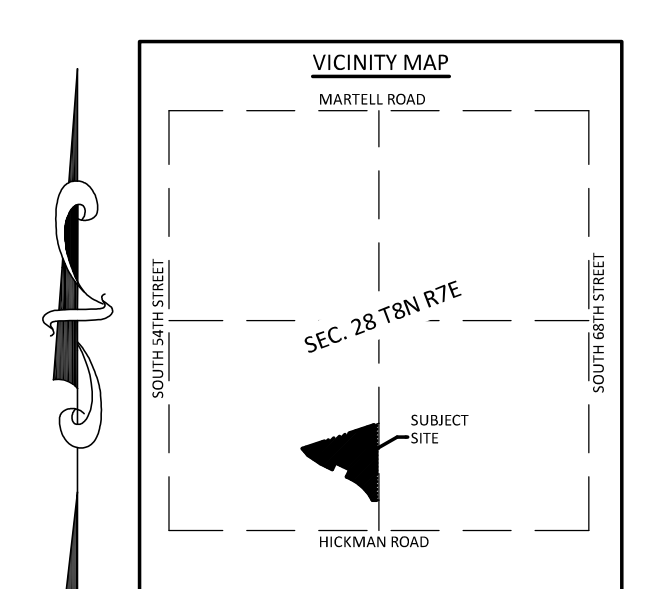
CHAIRPERSON - CITY OF HICKMAN PLANNING COMMISSION

REVIEW OF LANCASTER COUNTY SURVEYOR
THIS PLAT OF "HICKMAN HILLS 1ST ADDITION" WAS REVIEWED BY THE OFFICE OF LANCASTER COUNTY SURVEYOR ON THIS _____ DAY OF _____, 2023.

LANCASTER COUNTY SURVEYOR _____

COUNTY TREASURER CERTIFICATION
THIS IS TO CERTIFY THAT I FIND 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 _____



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

SUBDIVISION AGREEMENT

THIS AGREEMENT is made and entered into by and between Buel Properties LLC, a Nebraska Limited Liability Company (hereafter "Subdivider"), and the City of Hickman, Nebraska, a municipal corporation, (hereafter "City");

WHEREAS, a City of the Second Class, as provided by the State of Nebraska 17-1001, has zoning authority consisting of the unincorporated area one mile beyond and adjacent to its corporate boundaries per State of Nebraska §17-1001;

WHEREAS, Subdivider has made application to City requesting approval of the final plat of Hickman Hills 1st Addition for property legally described as Hickman Hills 1st Addition Lot 1, Lot 2, and Outlot A, located in the S28, T8, R7 6th Principal Meridian, Lancaster County, Nebraska and depicted in the attachment to this Agreement as Exhibit 'A' ('Final Plat');

WHEREAS, Subdivider previously obtained approval of a Preliminary Plat for Hickman Hills, a Multi-Family Dwelling Subdivision with certain conditions, via Resolution 2018-14 on August 28, 2018, a copy of which is attached to this Agreement as Exhibit 'B' ('Preliminary Plat');

WHEREAS, Subdivider's application further requests the subdivision of property to include the Legal Description of Lots Contained within Hickman Hills 1st Addition, a copy of which is attached to this Agreement as Exhibit 'C' ('Legal Descriptions');

WHEREAS, the Final Plat contains certain provisions requiring an agreement between Subdivider and City relating to the Final Plat and the development thereof; and,

NOW, THEREFORE, IN CONSIDERATION of the City granting permission and approval of the Final Plat of Hickman Hills 1st Addition, it is agreed by and between Subdivider and City per the sections as follows:

1. Waivers. The Subdivider has not requested and the City does not grant any waivers to the Hickman Subdivision and Zoning Regulations, as amended, for Hickman Hills 1st Addition.
2. Owner Maintenance of Lot '1', Lot '2', and Outlot 'A': The Subdivider, at its sole cost, shall create under the laws of the State of Nebraska, a limited liability corporation under the name and style of Buel Properties, LLC, to own, operate and maintain Lot '1', Lot '2', and Outlot 'A' including, but not limited to, the neighborhood sign, fencing, open space, snow removal and stormwater infrastructure, within the Final Plat.
3. Sidewalks. Internal sidewalks and crossings shall be ADA compliant and will remain privately owned by the developer.
4. Corridor Overlay District. The Subdivider agrees to meet the intent and requirements of the Hickman Zoning Ordinance, Section 5.17 CO Corridor Overlay District, regarding, but not limited to, landscaping, building material selection, and lighting.

5. Water Distribution System and Dedication of Easement. The Subdivider agrees to construct, at its sole cost, the public drinking water distribution system within a perpetually dedicated public easement to serve the properties located in the Final Plat, per the City Engineer's approved construction plans, upon the earlier of the following two (2) occurrences i) within five (5) years following the approval of the Final Plat, or ii) prior to the issuance of a Certificate of Occupancy for any structure within the Subdivision.
 - a. Per the City Engineer, the proposed grading is to be staked along the water main and City Staff is to verify the depth of cover, above the pipe, is maintained in the range of 5-8'. If the depth is changed outside of that range, it shall be reviewed and approved by the City Engineer.
 - b. City Public Works Director requests from Developers Engineer, or responsible party, the benchmark elevation or control point used for construction of the water main, to verify the cover depth is within acceptable range as noted by the City Engineer.
6. Wastewater Collection System and Dedication of Easement. The Subdivider agrees to construct, at its sole cost, the public wastewater collection system within a perpetually dedicated public easement to serve the properties located in the Final Plat, per the City Engineer's approved construction plans, upon the earlier of the following two (2) occurrences i) within five (5) years following the approval of the Final Plat, or ii) prior to the issuance of a Certificate of Occupancy for any structure within the Subdivision.
7. Electrical Infrastructure and Dedication of Easement. The City, at their sole cost, agrees to install, own, operate and maintain the electrical infrastructure to the subdivision upon completion of final grading of the property and within a reasonable amount of time. Subdivider shall provide, at no cost to the City, easements for all primary electrical infrastructure on Final Plat.
8. Stormwater and Detention Basins. Subdivider agrees to construct, at its sole cost, all stormwater drainage facilities necessary for the development to ensure no adverse effect to the development and roadway drainage. Permanent Detention Basins are initially used as Temporary Retention Sediment Basins until such time that the area draining into the basin is developed. Subdivider covenants and agrees that it assumes the sole obligation for the construction of the Temporary Basin(s), the maintenance thereof during the mass grading of the Subdivision including sediment removal from basins and traps. After completion of the mass grading, the ongoing maintenance of removing accumulated sediment, as may be required for both the Temporary and Permanent Basins, shall be borne by the Subdivider until such time as the property serviced by each basin have been completed. Subdivider, heirs, successors and assigns of Subdivider, and any lender of the Subdivider that subsequently acquires the property through judicial foreclosure, non-judicial foreclosure or by acceptance of a quitclaim deed in lieu of foreclosure, shall be responsible for the Permanent Basins once they have served their purpose as Temporary Basins and maintenance shall be in compliance with the Post-Construction Storm Water Management requirements of City. City shall not have any responsibility for maintenance or repair of any such facility located within the Subdivision and Subdivider shall not construct any permanent structures within Outlot 'A' beyond landscaping and improvements for stormwater management. Costs for landscaping the Permanent Basins shall be the responsibility of the Subdivider. The costs associated with Temporary Sediment Basin closures shall be the responsibility of Subdivider. The engineers for Subdivider shall notify City that, in their professional opinion, the basins and traps are no longer required as a sediment trap. The City shall make a determination that the above provisions have been met, and at such time, Subdivider or Homeowner's Association, their successors and assigns shall assume all maintenance responsibilities. See Sections 6.14 and 8.13 of the Subdivision Regulations.

9. Maintenance of Property and Dedication. All access points from S. 54th Street, the parking lots and drive lane surfacing, sidewalks, lighting, culverts, snow removal, mowing and all additional improvements within the development shall be owned and maintained solely by the Subdivider and shall **not** be dedicated to or maintained by the City.
10. Reimbursement to City, General Construction Standards, Land Preparation and Grading. Subdivider agrees to reimburse the City for all inspection and testing costs incurred by the City for the installation of the water, sanitary sewer, trail, storm sewer, and finish grading according to Section 6.01 of the Subdivision Regulations, upon the City invoicing the Developer. Furthermore, the Subdivider agrees to comply with the provisions of Article 6.04 (Street Grading and Construction) and Article 6.14 (Land Preparation) of the Subdivision Regulations. Final grading plans must be submitted with the Final Plat.
11. Property Taxes. Subdivider, heirs, successors and assigns of Subdivider, agree to pay all property taxes due for all property, including Outlots not dedicated to the City, in a timely manner to prevent said property from being offered at the Lancaster County tax sale.
12. Recording with Register of Deeds. The Subdivider, upon City approval, shall record this Final Plat, Subdivision Agreement and all exhibits with the Lancaster County Register of Deeds at their sole cost.
13. Omissions. The Subdivider, at its sole cost, agrees to complete any public and private improvements or facility required by Article 6 of the Subdivision Regulations which have not been waived and which inadvertently may have been omitted from the above list of required improvements within four (4) years of the date of this Agreement.
14. Ownership Certificate. The Subdivider certifies property ownership of the parcel(s) outlined on the Final Plat per an Ownership Certificate, a copy of which is attached to this Agreement as Exhibit 'D' ('Ownership Certificate').
15. Non-Discrimination. Developer or its agents, contractors, and consultants shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.
16. Entire Agreement. This Agreement, and the Exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated) express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the Parties, whether individually or collectively concerning the subject matter hereof.
17. Assignment. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of City, which may be withheld in City's sole discretion.
18. Succession Obligation. This Agreement and all exhibits, obligations and covenants contained herein of the Subdivider shall run with the land and shall be binding and obligatory upon the heirs, successors and assigns of Subdivider, including but not limited to, any lender of the Subdivider that subsequently acquires the property through judicial foreclosure, non-judicial foreclosure or by acceptance of a quitclaim deed in lieu of foreclosure, including all of the lots legally described in Exhibit 'C' ('Legal Descriptions') to this Agreement.

19. Modification by Agreement. This Agreement may be modified only by a written agreement, executed by all Parties; provided that the Parties agree to conform this Agreement and all performance obligations hereunder to the requirements of any applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto without cost to the City.

20. Governing Law. Parties to this Agreement shall conform with all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

21. Notices, Consents and Approval. All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States Postal Service registered mail, return receipt requested, postage prepaid and addressed as follows:

1. For Subdivider: Buel Properties, LLC
Attn: Travis Buel, Manager
18400 S. 54th Street
Hickman, NE 68372

2. For City: City of Hickman
Attn: City Clerk
115 Locust Street, P.O. Box 127
Hickman, NE 68372

AND

Hoffschneider Law
Attn: Kelly Hoffschneider
233 South 13th Street, 11th Floor
Lincoln, NE 68508

3. Such addresses may be changed from time to time by any party by providing notice to all other parties listed above.

22. Headings. The Section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any Section.

23. Severability. In the event that any provision of this Agreement which shall prove to be invalid, void or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect as if the invalid, void or illegal provision was never part of this Agreement.

[END OF AGREEMENT, SIGNATURE PAGE FOLLOWS]

Dated this _____ day of _____, 2023.

SUBDIVIDER:
Buel Properties LLC
a Nebraska Limited Liability Corporation

Travis Buel, Manager

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Travis Buel, Manager of Buel Properties LLC, a Nebraska Limited Liability Corporation, on behalf of the company.

Notary Public

For the City:

City of Hickman, Nebraska

Attest:

By: Phil Goering, Mayor

By: Jaala Johnson, City Clerk

Approved as to Form:

SEAL

Kelly Hoffschneider, City Attorney

EXHIBIT 'A'
HICKMAN HILLS 1st ADDITION
FINAL PLAT

DRAFT

EXHIBIT 'B'
HICKMAN HILLS
PRELIMINARY PLAT

DRAFT

EXHIBIT 'C'

**HICKMAN HILLS 1st ADDITION
LEGAL DESCRIPTION OF LOTS CONTAINED
WITHIN HICKMAN HILLS 1st ADDITION**

LOTS:
Lot 1
Lot 2
OUTLOT 'A' STORMWATER DETENTION AND OPEN GREEN SPACE

DRAFT

EXHIBIT 'D'

HICKMAN HILLS 1st ADDITION

OWNERSHIP CERTIFICATE

DRAFT



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: SEE ATTACHED Hickman Hills Addition
Outlot C

Subdivider:	Agent: (Authorized to act on Subdivider's behalf)
Name: <u>BUEL PROPERTIES LLC</u>	Name: <u>TRAVIS BUEL</u>
Address: <u>18400 S 54 ST</u>	Address: <u>18400 S 54 ST</u>
<u>HICKMAN, NE 68372</u>	<u>HICKMAN, NE 68372</u>
Telephone: <u>(254) 688-8344</u>	Telephone: <u>(254) 688-8344</u>

Name of Final Plat: 1,020^{ac} Number of Lots: 2
 Subdivision Final Plat Fee \$1,000.00 + \$10.00 per Lot Fee Total: \$1,020

- A. Does the subdivider have any interest in the land surrounding the final plat? Yes No If yes, please describe the nature of such interest: AGR LAND
- B. Will the final plat require any zoning or other action (rezoning, planned development, conditional use or vacations) to complete the development? Yes No If yes please describe the nature of action: _____
- C. The final plat is based upon the preliminary plat for HICKMAN HILLS, approved by the City Council on Aug-23, 2018, Resolution No. 2018-14
- D. Is the final plat consistent with the approved preliminary plat? Yes 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 (Please check the Planning Commission's letter indicating the approval of the preliminary plat.) If not, which improvements have not been completed: _____

Travis Buel

TRAVIS BUEL

08 May 2023

Signature of Applicant

Printed Name

Date

[Signature]

Heidi Hoglund

5-8-23

Signature of City Staff

Printed Name

Date

City Use Only

Receipt No. 73601 Date: 5.9.23 Final Plat #: 2023-15 Fee paid \$ 1040.00
2023.64

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

ORDINANCE NO. 2023-08

AN ORDINANCE TO ANNEX CERTAIN PROPERTY TO THE CITY OF HICKMAN, LANCASTER COUNTY, NEBRASKA; TO PROVIDE FOR PUBLICATION; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Section 1. Pursuant to Section 17-405, Neb. Rev. Stat. (Reissue 1997), and at the request of the owners thereof, the property described below is hereby annexed into the corporate limits of the City of Hickman, Lancaster County, Nebraska:

Property Description: The final plat of Hickman Hills 1st Addition, as described on the legal description of said final plat attached hereto and made a part hereof as Exhibit A.

Section 2. The City Clerk is directed to file a certified copy of the ordinance and a map certified by the engineer or surveyor with the records of the Lancaster County Register of Deeds Office.

Section 3. Upon such filing, the property described above shall be deemed and held to be a part of the City of Hickman and entitled to the privileges and benefits and subject to the ordinances and regulations thereof.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 27th DAY OF JUNE 2023.

CITY OF HICKMAN

Phil Goering, Mayor

Attest: Jaala Johnson, City Clerk

(SEAL)



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

PETITION/REQUEST FOR ANNEXATION

Legal Description and Location: HICKMAN HILLS 1ST ADDITION

Property Owner:

Name: Buel Properties LLC
Address: 18400 S 54
Hickman NE 68372
Telephone: (254) 688-8344

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

Name: TRAVIS BUEL
Address: ← SAME
Telephone: _____

Name of Final Plat: HICKMAN HILLS 1ST ADDITION Area of Land in Acres: 6.65

Nebraska State Statutes 17-405.04.

Inhabitants of annexed land; benefits; ordinances.

The inhabitants of territories annexed under sections 17-405.01 to 17-405.05 shall receive substantially the benefits of other inhabitants of such city of the second class or village as soon as practicable, and adequate plans and necessary city council or village board of trustees action to furnish such benefits as police, fire, snow removal, and water service must be adopted not later than one year after the date of annexation, and such inhabitants shall be subject to the ordinances and regulations of such city or village, except that such one-year period shall be tolled pending final court decision in any court action to contest such annexation.

Travis Buel

Signature of Applicant

Travis Buel

Printed Name

09 May 2023

Date

[Signature]

Signature of City Staff

Leidich Boglund

Printed Name

5-9-23

Date

City Use Only

Final Plat #: 2023-64 Fee paid \$ 150.00

Receipt No. 73102 Date: 5.9.23 Employee: KD

ORDINANCE NO. 2023-09

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES, SERIES 2023, OF THE CITY OF HICKMAN, NEBRASKA, OF THE PRINCIPAL AMOUNT OF NOT TO EXCEED FOUR MILLION DOLLARS (\$4,000,000) FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR A PORTION OF THE COSTS OF CONSTRUCTING IMPROVEMENTS IN SEWER IMPROVEMENT DISTRICT NO. 2023-1, PENDING THE ISSUANCE OF PERMANENT GENERAL OBLIGATION BONDS; PRESCRIBING THE FORM OF SAID NOTES; AGREEING TO ISSUE GENERAL OBLIGATION BONDS TO PAY THE NOTES AT MATURITY OR TO PAY THE NOTES FROM OTHER AVAILABLE FUNDS; FIXING CERTAIN TERMS OF THE NOTES AND AUTHORIZING THE FIXING OF OTHER TERMS OF THE NOTES; AND, ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID NOTES.

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

Section 1. The Mayor and City Council of the City of Hickman, Nebraska (the “City”) hereby find and determine that by an Ordinance of the City heretofore adopted Sewer Improvement District No. 2023-1, pursuant to Section 17-925, R.R.S. Neb., as amended, (the “Sewer District”); that the engineers for the City have prepared estimates for the cost of construction of the improvements in the aforesaid District; that bids have been opened and tabulated; that the City has entered into contracts for construction of the improvements; and, that there has been placed on file the City’s engineer’s estimate showing that the City’s costs, including costs of engineering and costs of issuance and underwriting and a portion of interest to accrue on said notes during construction, is estimated to equal or exceed \$4,000,000; that it is necessary for the City to have funds available to meet its payment obligations under the terms of contracts for the cost of the improvements to be constructed relative to the aforesaid District and to provide for payment of a portion of the interest accruing on the Notes authorized herein prior to their maturity, pending the completion of improvements and issuance of permanent financing pursuant to Section 17-925, R.R.S. Neb., as amended, and other applicable Sections; that the City has authority under Section 10-137, R.R.S. Neb., as amended, to issue notes for the purpose of providing interim financing for the construction of said improvements, including a portion of the interest to accrue on such notes and the costs of issuance thereof, all as set out above; that all conditions, acts and things required by law to exist or to be done precedent to the issuance of Bond Anticipation Notes, Series 2023, in the amount of not to exceed \$4,000,000, to pay a portion of the costs of the aforesaid improvements, the costs of issuance of said notes and a portion of the interest to accrue on said notes, do exist and have been done as required by law.

Section 2. For the purpose of providing interim financing for the costs set out in Section 1 pending the issuance of permanent General Obligation Bonds by the City, there shall be and there are hereby ordered issued bond anticipation notes of the City of Hickman, Nebraska, to be known as “Bond Anticipation Notes, Series 2023” of the aggregate principal amount of not to exceed Four Million Dollars (\$4,000,000) (herein referred to as the “Notes” or the “notes”), consisting of fully registered notes numbered from 1 upwards in the order of issuance, in the denomination of \$5,000 each, or integral multiples thereof.

The Notes shall bear interest at the rates per annum and become due and bear such other terms as set forth in a designation of final terms, which may be in the form of a note purchase agreement, (the “Designation”). The Mayor, City Administrator, City Clerk or Finance Director (each, an “Authorized Officer”) may negotiate for the sale of the Notes in one or more series with an underwriting discount of not more than 1.00% of the principal amount thereof (which sale price may be adjusted to take into account any original issue discount or original issue premium), with Piper Sandler & Co. (the “Underwriter”). In connection with and as a part of such sale or sales, an Authorized Officer shall fix (which may be done in connection with a Purchase Agreement between the City and the Underwriter) (a) the series designation of such series of Notes; (b) the final

maturity of such series of the Notes, which shall not be later than December 15, 2026; (c) the principal amount of such series of the Notes; provided, however that the aggregate stated principal amount of all series of Notes shall not exceed the aggregate stated amount of \$4,000,000 but may be less than that amount; (d) the rate or rates of interest to be borne by each maturity of such series of the Notes, provided that the Notes shall not bear interest at a true interest cost in excess of 6.50% per annum; (e) the date or dates upon which semiannual interest shall be payable, and the record date for the purpose of determining the owners of each series of the Notes for the payments of interest; (f) the date or dates upon which such series of the Notes will be subject to redemption at the option of the City; (g) the identity of the Paying Agent and Registrar for each series of the Notes and the form and contents of any agreement or agreements under which the Paying Agent and Registrar would serve in such respective capacities with respect to each series of the Notes; and (h) all such other terms and provisions of the Notes not otherwise fixed or established by this Ordinance. Upon the delivery of and payment for each series of the Notes, the Underwriter also shall pay to the City the interest accrued on such series of the Notes from the date thereof to the date of delivery of and payment therefor, all as an Authorized Officer may establish acting on behalf of the City and as may be agreed to by the Underwriter.

Interest on the Notes shall be payable on such dates as shall be determined in the Designation. The principal of said notes and any interest due on said notes upon maturity or earlier call for redemption shall be payable at the office of the City Treasurer of the City of Hickman, Nebraska, as Paying Agent and Registrar, upon presentation and surrender of the note or notes when due or when called for payment prior to maturity. The payment of interest on said notes, falling due prior to maturity or call for redemption, shall be made by the Paying Agent and Registrar to the registered owners by mailing payment to the address of such registered owner or owners thereof as such address shall appear on the note register maintained by said Paying Agent and Registrar. The record date for each interest payment date (the "Record Date") shall be the fifteenth day immediately preceding the interest payment date. Payments of interest shall be mailed to the registered owner of each note as of the Record Date for each interest payment date.

Section 3. The City Treasurer of the City of Hickman, Nebraska, (or such other entity as may be determined in the Designation) is hereby designated as Paying Agent and Registrar for the Bond Anticipation Notes herein ordered issued and is hereby authorized to make payments of interest and principal from funds available for such purposes as provided herein as the same fall due. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Notes. The names and registered addresses of the registered owner or owners of the Notes shall at all times be recorded in such books. Any Note may be transferred pursuant to its provisions by said Paying Agent and Registrar by surrender of such Note for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by his duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new note or notes of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the notes by this ordinance, one note may be transferred for several such notes of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such notes may be transferred for one or several such notes, respectively of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a note, the surrendered note shall be canceled and destroyed. All notes issued upon transfer of the notes so surrendered shall be valid obligations of the City evidencing the same obligations as the notes surrendered and shall be entitled to all the benefits and protection of this ordinance to the same extent as the notes upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any note during any period from any Record Date until its immediately following interest payment date or to transfer any note called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. Said Notes shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk and shall have the City's seal imprinted or impressed on each Note. Said

Notes shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The City and the Paying Agent and Registrar shall not be required to transfer any Note during the period from any Record Date to the next following interest payment date transfer any Note called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 5. Said notes shall be substantially in the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF LANCASTER**

**BOND ANTICIPATION NOTE OF
THE CITY OF HICKMAN, NEBRASKA
SERIES 2023**

No. R-____ \$_____

<u>Interest Date</u> %	<u>Maturity Date</u> _____, 20__	<u>Date of Original Issue</u> _____, 2023	<u>CUSIP No.</u>
---------------------------	--	--	------------------

**Registered Owner: Cede & Co.
13-2555119**

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Hickman, in the County of Lancaster, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable semiannually on _____ and _____ of each year, commencing _____, 20__ (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal hereof and unpaid accrued interest thereon due at maturity or upon redemption prior to maturity are payable upon presentation and surrender of this bond at the office of the _____, the Paying Agent and Registrar, in Lincoln, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available. For the prompt payment of this bond, principal and interest, as the same become due, the full faith, credit and resources of said City are hereby irrevocably pledged.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars (\$_____), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City for the purpose of providing interim financing to pay a portion of the cost of constructing improvements in Sewer Improvement District No. 2023-1, to pay the cost of issuance of said notes and to pay a portion of the interest to accrue on said notes, pending the issuance of permanent general obligation bonds. The issuance of this note and the other notes of this issue has been lawfully authorized by ordinance duly passed, signed and published by the Mayor and City Council of said City in strict compliance with Section 10-137, Reissue Revised Statutes of Nebraska, as amended, and all other applicable laws.

All Bonds of this issue are subject to redemption at the option of the City, in whole or in part, at any time on or after five years after the date of delivery, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption.

[In addition, the Bonds shall be subject to mandatory sinking fund redemption payments (with bonds being redeemed at par plus accrued interest) as follows:

\$	Principal Maturing	, 20
\$	_____ to be called _____,	20__
\$	_____ to be called _____,	20__
\$	_____ Payable _____,	20__]

Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed at said registered owner's address in the manner specified in the Ordinance authorizing said issue of bonds. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond hereby did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond does not exceed any limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest of this bond and the other bonds of this issue as the same become due.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City of Hickman, Nebraska, have caused this bond to be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be imprinted hereon or affixed hereto, all as of the date of original issue specified above.

CITY OF HICKMAN, NEBRASKA

ATTEST:

(facsimile signature)
Mayor

(facsimile signature)
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by the Ordinance of the Mayor and City Council of the City of Hickman, in the State of Nebraska, described in the foregoing bond.

_____,
Lincoln, Nebraska
Paying Agent and Registrar

By: _____
Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

Section 6. Each of the Notes shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal. The Notes shall be issued initially as "book-entry-only" notes using the services of The Depository Trust Company (DTC), with one typewritten note certificate per maturity being issued to DTC. In such connection, said officers are authorized to execute and deliver a Letter of Representations in the form required by DTC, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Notes. Upon the issuance of the Notes as "book-entry-only" notes, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Notes as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Note from a Bond Participant while the Notes are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Notes,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Notes, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Notes. The Paying Agent and Registrar shall make payments with respect to the Notes only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Notes to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Note.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Notes requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Notes or (ii) to make available Notes registered in whatever name or names the Beneficial Owners transferring or exchanging such Notes shall designate.

(c) If the City determines that it is desirable that certificates representing the Notes be delivered to the Bond Participants and/or Beneficial Owners of the Notes and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of note certificates representing the Notes. In such event, the Paying Agent and Registrar shall issue, transfer and exchange note certificates representing the Notes as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Note is registered in the name of the Depository or any nominee thereof, all payments with

respect to such Note and all notices with respect to such Note shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Notes may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Notes may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Note unless and until such partially redeemed Note has been replaced in accordance with the provisions of Section 2 of this ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Note as is then outstanding and all of the Notes issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed note certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement Notes upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and City Clerk of such City. In case any officer whose signature or facsimile thereof shall appear on any Note shall cease to be such officer before the delivery of such Note (including any note certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Note. The Notes shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The City Treasurer shall cause the Notes to be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Notes, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as the initial purchaser thereof, upon receipt of the purchase price as determined in the Designation, plus accrued interest thereon to date of payment for the Notes. Said initial purchaser shall have the right to direct the registration of the Notes and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Mayor or Clerk of the City are each individually hereby authorized to execute a Note Purchase Agreement for the sale of the Notes to the Underwriter, as initial purchaser of the Notes. Piper Sandler & Co., and its agents, representatives and counsel (including the City's bond counsel for the Notes) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Notes, including, without limitation, authorizing the release of the Notes by the Depository at closing. The officers of the City, or any one or more of them are hereby further authorized to take any and all actions and enter into any and all agreements deemed necessary or appropriate in connection with the issuance and sale of the Notes, and any such actions previously taken are hereby ratified and confirmed.

Section 7. The proceeds of the Notes will be used to pay costs of the improvements described in Section 1 hereof, and may be used to pay costs of issuance of the Notes and a portion of interest accrued on the Notes. The City covenants and agrees that it will take all steps required to complete the improvements described in Section 1 hereof in a manner to allow it to issue and sell its Various Purpose Bonds or other bonds. The City further covenants and agrees to issue and sell its Various Purpose Bonds or other bonds in a sufficient amount

and at such times as will enable it to take up and pay off the Notes herein authorized, both principal and interest, at or prior to maturity, to the extent not paid from other sources.

Section 8. The City hereby reserves the right to issue additional bond anticipation notes for the purpose of paying the balance of the cost of the projects of the City set out in Section 1 hereof, for the purpose of refunding the Notes herein ordered issued at or prior to maturity and for the purpose of paying for additional improvements for the City.

Section 9. The City Clerk shall make and certify a complete transcript of the proceedings had and done by said City precedent to the issuance of said Notes, a copy of which shall be delivered to the initial purchaser of the Notes. After being executed by the Mayor and Clerk said Notes shall be delivered to the City Treasurer who shall be responsible therefor under his official bond. The City Treasurer is authorized and directed to deliver said Notes to the purchaser upon receipt of payment of the purchase price in accordance with the contract of the City with said purchaser.

Section 10. The City hereby covenants to the purchasers and holders of Bond Anticipation Notes, Series 2023, that it will make no use of the proceeds of said Notes issue, including money held in any sinking fund attributable to said Notes which would cause said Notes to be arbitrage bonds within the meaning of the Internal Revenue Code of 1986, as amended, and further covenants and agrees to take all actions necessary under current federal law to maintain the tax-exempt status (as to taxpayers generally) of interest payable on the Notes. The City hereby designates the Notes as its qualified tax-exempt obligations under Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended, and covenants and warrants that it does not reasonably anticipate issuance of tax-exempt bonds or other obligations, not including private activity bonds (other than qualified 501(c)(3) bonds), in the aggregate principal amount of more than \$10,000,000 in calendar year 2023. The City agrees to take all further actions, if any, necessary to qualify the Notes herein authorized for such treatment if available.

Section 11. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

Section 12. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of said conflict hereby repealed.

Section 13. The Authorized Officers (or any one or more of them) are hereby authorized to approve and deem final a Preliminary Official Statement or Preliminary Offering Circular with respect to the Notes and are further authorized to approve and deliver a final Official Statement or final Offering Circular for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 14. All documents, agreements, certificates, and instruments related to the Notes shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Notes may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 15. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this 27th day of June, 2023.

Mayor, Phil Goering

ATTEST:

City Clerk, Jaala Johnson

[SEAL]

