

City Council Regular Meeting
Tuesday, September 26, 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 September 12, 2023 & September 21, 2023 City Council Meeting Minutes

5.B. Claims and Accounts Payable Report

6. Proclamations, Presentations, Appointments, Affirmations & Introductions
 - 6.A. Presentation of Norris Public Power District Electric System Lease
7. Reports
 - 7.A. Public Works and Parks and Recreation Department
 - 7.B. City Code Violations, Abatements, Nuisances and Permits
 - 7.C. Water Plant Improvements Update
 - 7.D. Wastewater Plant Improvements Update
8. Public Hearings - None
9. Unfinished Business
 - 9.A. Resolution 2023-15, Interlocal Agreement between the City of Lincoln on behalf of the Lincoln-Lancaster County Health Department and City of Hickman for the purpose of providing health regulation inspection and enforcement within the corporate limits of the City of Hickman and its extra-territorial jurisdiction (ETJ).
 - 9.B. Ordinance 2023-12 - An ordinance to adopt the standards and regulations of Lincoln- Lancaster County Health Department regarding on-site wastewater treatment systems, solid waste, property transfers and air pollution control, in order to meet the requirements for an interlocal agreement with the Lincoln-Lancaster County Health Department, for the purpose of providing health regulation inspection and enforcement within the corporate limits of the City of Hickman, Nebraska and its extra-territorial jurisdiction (ETJ).
10. New Business
 - 10.A. Consideration of Letter of Agreement for Professional Services with Olsson's for the Booster Pump Station Project
 - 10.B. Consideration of Electric System Lease with Norris Public Power District
 - 10.C. Certificate of Pay Request to Bauer Infrastructure, LLC for Hickman Roundabout and Trail Undercrossing Project.
 - 10.D. Resolution 2023-17, Surplus Property Declaration

10.E. Resolution 2023-18, Authorize Transfer from General Fund to Street Fund per
25% Match of Highway Allocation

11. City Administrator's Report

12. Governing Body Comments & Council Correspondence

12.A. Nebraska Municipal Power Pool 2023 Typical Bill Survey Process Update

13. Meeting Adjournment

MINUTES OF THE HICKMAN CITY COUNCIL SPECIAL MEETING HELD SEPTEMBER 21, 2023

Mayor Phil Goering called the meeting to order at 7:00pm on September 21, 2023 and referenced the meeting recording process, optional sign in sheet, and open meeting law posting. Council Members Doug Wagner, Justina Ziemann, Travis Borchardt, Chad Parker, John Meese, and Steve Noren were present for Roll Call. Prior notice of the meeting and agenda were provided to the Mayor and all members of the Governing Body. Notice of the meeting was distributed and posted at Hickman City Hall, U.S. Post Office-Hickman, U-Stop Market and the City of Hickman Website.

Mayor Communication

Mayor Goering invited the City Administrator to present her presentation from the Lancaster County Joint Public Hearing on September 19, 2023. The City Administrator gave her presentation from the joint public hearing to the Governing Body. Mayor Goering thanked Council Member Noren and the City Administrator for attending the meeting on behalf of Hickman.

Public Hearings

Mayor presented the Public Hearing for 2023-2024 Budget Hearing on support, opposition, criticism, suggestions, or observations regarding the proposed City Budget. The purpose of the hearing is to provide an opportunity for public comment on the 2023-2024 Budget.

Mayor Goering opened the Public Hearing at 7:12 PM. Walt Nelson spoke in favor of 2023-2024 Budget. Mr. Nelson stated that the money that the city has in the budget for the inclusive park equipment for Main Park is important and asked that the city continue to review the handicap parking in Main Park. 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 7:17 PM. The following Council Members voted "YEA": Wagner, Ziemann, Borchardt, Parker, Meese, and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor presented the Public Hearing for. 2023-2024 Budget Hearing on support, opposition, criticism, suggestions, or observations relating to setting the Final Tax Request at a different amount than the prior year tax request. The purpose of the hearing is to provide an opportunity for public comment on setting the Final Tax Request at a different amount than the prior year tax request.

Mayor Goering opened the Public Hearing at 7:18 PM. No public comments were received. Motion by Council Member Parker and a second by Wagner to close the Public Hearing at 7:20 PM. The following Council Members voted "YEA": Wagner, Ziemann, Borchardt, Parker, Meese, and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

New Business

Mayor Goering presented Discussion of Resolution 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. The City Administrator discussed video meeting etiquette with the Mayor and City Council Members. The meeting recordings will be posted on YouTube by close of business the Friday after each City Council meeting and the link will be on the city website. The postings of the meeting will stay on the website for 12 months before being removed per state statute. No action taken.

City Administrator presented Resolution 2023-16 Property Tax Request for 2023-2024, different than the property tax request for the prior year. The City Administrator discussed the line items of the 2023-2024 budget summary from the state form, the 2023-2024 tax rate, and the proposed Capital Improvement Projects. Motion by Council Member Wagner and a second by Meese approve Resolution 2023-16, Property Tax Request for 2023-2024 in the amount of \$1,975,951.88, which exceeds the statutory budget limit by an additional one percent, be different than the property tax request for 2022-2023. The following Council Members voted "YEA": Wagner, Ziemann, Borchardt, Parker, Meese, and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering presented Ordinance 2023-13, Adoption of the City Budget Statement to be termed the Annual Appropriation Bill; to appropriate sums for necessary expenses & liabilities; & to provide for an effective date.

Council Member Wagner introduced Ordinance 2023-13 and asked City Clerk to read by title, An ordinance to adopt the budget statement to be termed the annual appropriation bill; to appropriate sums for necessary expenses and liabilities; to provide for an effective date.

Motion by Council Member Noren and a second by Wagner to waive the three-reading rule. The following Council Members voted "YEA": Wagner, Ziemann, Borchardt, Parker, Meese, and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

Motion by Council Member Wagner and a second by Parker to pass Ordinance 2023-13 on the first and final reading. The following Council Members voted "YEA": Wagner, Ziemann, Borchardt, Parker, Meese, and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

Governing Body Comments & Council Correspondence – None

Adjournment

Motion by Council Member Parker and a second by Ziemann to adjourn the meeting at 8:09pm. The following Council Members voted "YEA": Wagner, Ziemann, Borchardt, Parker, Meese, and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Phil Goering

Jaala Johnson, CMC, City Clerk

MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD SEPTEMBER 12, 2023

Mayor Phil Goering called the meeting to order at 7:00 pm on September 12, 2023 and referenced the meeting recording process, optional sign in sheet, and open meeting law posting. All those present stood and recited The Pledge of Allegiance. Council Members Steve Noren, Doug Wagner, Justina Ziemann, Travis Borchardt, and Chad Parker were present for Roll Call. Council Member John Meese was 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

City Administrator presented and discussed the August 22, 2023 Meeting Minutes, and line-item content of Claims Report with the Governing Body. Motion by Council Member Noren and a second by Ziemann to approve the consent agenda. The following Council Members voted “YEA”: Noren, Wagner, Ziemann, Borchardt, and Parker. The following Council Members voted “NAY”: None. Motion passed 5-0.

Proclamations, Presentations, Appointments, Affirmations & Introductions

Mayor Goering presented Lean on LARM Safety Grant in the Amount of \$500.00 that was used towards the cameras at the skatepark. No action was taken.

Reports

Deputy Shana Schenet presented the Lancaster County Sheriff's Report to the Governing Body. Motion by Council Member Ziemann and a second by Parker to approve the Lancaster County Sheriff's Report. The following Council Members voted “YEA”: Noren, Wagner, Ziemann, Borchardt, and Parker. The following Council Members voted “NAY”: None. Motion passed 5-0.

City Administrator presented and discussed the August 2023 Community Center Report with the Governing Body. Motion by Council Member Wagner and a second by Noren to approve the Community Center Report. The following Council Members voted “YEA”: Noren, Wagner, Ziemann, Borchardt, and Parker. The following Council Members voted “NAY”: None. Motion passed 5-0.

City Administrator presented the 68th Street & Hickman Road Roundabout Project Report with the Governing Body. The City Engineer is in the process of reviewing liquidated damages and we can expect the final pay certificate at the September 26th City Council meeting. No action taken.

City Administrator presented the Water Plant Improvements Update and the project schedule with the updates doubling the water plant capacity. No action taken.

City Administrator presented that there were no new updates with the Wastewater Plant Improvements. No action taken.

Public Hearings – None

Unfinished Business

City Administrator presented Ordinance 2023-11, 2023 City of Hickman Zoning Regulations and Zoning Map Updates. The Zoning Map was updated with the requests at the last City Council meeting. There were two areas missing on the map presented on tonight's meeting, the areas were on the original map presented at prior meetings. Motion by Council Member Wagner and a second by Ziemann to approve Ordinance 2023-11 on the third and final reading with the

amendment to include 54th and 82nd Streets and future arterial streets into the corridor overlay district to the extra territorial jurisdiction boundary. The following Council Members voted “YEA”: Noren, Wagner, Ziemann, Borchardt, and Parker. The following Council Members voted “NAY”: None. Motion passed 5-0.

Mayor Goering presented Resolution 2023-15, Interlocal Agreement Between the City of Lincoln, Nebraska, on behalf of the Lincoln-Lancaster County Health Department, (“CITY”), and the CITY OF HICKMAN, NEBRASKA, having an address of 115 Locust Street, Hickman, Nebraska 68372, for the purpose of providing health regulation inspection and enforcement within the corporate limits of the City of Hickman and its extra-territorial jurisdiction. WHEREAS, the City of Hickman is desirous of contracting with the CITY, through the Lincoln-Lancaster County Health Department, in the interest of: Protecting the public’s health and the environment from pollution; Providing minimum standards regulating design, construction, installation, maintenance, and operation of individual sewage disposal systems within Lancaster County; and Providing investigation of public health nuisance conditions as defined by City of Hickman ordinances; Reviewing transfers of properties that are served by individual domestic water wells or onsite wastewater treatment systems to assure they meet minimum standards regulating design, construction, installation, maintenance, and operation established in City of Hickman ordinances as applicable; and Reviewing newly proposed subdivisions that will not be served by public water supply or community wastewater treatment for water, wastewater and environmental hazards. WHEREAS, the CITY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and WHEREAS, such services shall be provided within the corporate limits of the City of Hickman and its extra-territorial jurisdiction; WHEREAS, such Interlocal Agreements are authorized and provided for by the provisions of Neb. Rev. Stat. §13-901 et. seq. hereinafter referred to as the Interlocal Cooperation Act; and WHEREAS, the parties to this Interlocal Agreement enter into this cooperative Interlocal Agreement for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Each party agrees that it shall remain a distinct and separate entity with its own rights and authorities and that no separate board shall be created to fulfill the obligations of this Interlocal Agreement. NOW, THEREFORE, it is agreed as follows:

SERVICES The City of Hickman and the CITY enter into this Interlocal Agreement for the City of Hickman to: Provide to the CITY any and all ordinances and regulations duly adopted by the City of Hickman related to individual sewage disposal systems, water supply systems, solid wastes, nuisances, air quality, open burning, and other health and safety hazards; and Act as the party primarily responsible for enforcement of the City of Hickman’s ordinances, rules, and regulations related to the health and safety of the public. The City of Hickman and the CITY enter into this Interlocal Agreement for the CITY to: Investigate complaints presented by the City Clerk related to public health nuisance conditions, and other health and safety hazards; Generate necessary reports related to the findings of investigations conducted pursuant to this Interlocal Agreement and provide such reports to the City Clerk upon completion of each investigation; Cooperate with the City of Hickman Attorney in any enforcement actions brought by the City of Hickman involving any investigation conducted by the CITY according to the terms of this Interlocal Agreement; Appear as requested as a witness regarding the findings of investigations conducted according to the terms of this Interlocal Agreement. Review and permit all newly built or repaired on-site wastewater treatment systems within the corporate limits of the City of Hickman and its extra-territorial jurisdiction, assuring they meet minimum standards for design, construction, installation, maintenance, and operation as adopted by Ordinance. Review transfers of properties that are served by individual domestic water wells or onsite wastewater treatment systems to assure they meet minimum standards regulating design, construction, installation, maintenance, and operation as adopted by Ordinance. Review newly proposed subdivisions that will not be served by public water supply or community wastewater treatment for water, wastewater and environmental hazards. Review and permit open burning requests to assure they do not create health risks and

meet minimum standards as adopted by Ordinance. The CITY retains the right to limit the amount of staff time and other resources it expends to provide services identified in this Interlocal Agreement.

1. **TERM** – The term of this Interlocal Agreement shall commence upon execution and shall continue until completion all obligations of this Interlocal Agreement but in no event longer than ten (10) years after the date of execution by the City.
2. **TERMINATION FOR CONVENIENCE** – Either party may terminate this Interlocal Agreement for any reason for its own convenience. If either party elects to terminate this Interlocal Agreement prior to its expiration, the terminating party shall provide the other party with sixty (60) days written notice of the termination.
3. **DUTIES GENERALLY** – Both parties to this Interlocal Agreement agree as follows:
 - i) To timely and professionally complete the services as described for both parties above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
 - ii) To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Interlocal Agreement.
 - iii) To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
 - iv) To conduct all activities related to the services in a lawful manner.
 - v) To provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Interlocal Agreement.

5. INDEPENDENT ENTITIES – CITY has sole and exclusive charge and control of the manner and means of performance of the tasks required of it by this Interlocal Agreement. The CITY shall perform as an independent contractor, and it is expressly understood that neither the CITY nor any of its staff are employees of the City of Hickman and, thus they are not entitled to any City of Hickman benefits including, but not limited to, overtime, retirement benefits, workers' compensation insurance, sick leave, or injury leave. The CITY shall be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for all federal, state, local, and any other payroll taxes with respect to the CITY or its employees' compensation.

6. INSURANCE

- i) The City of Hickman shall maintain General Liability Insurance at its own expense during the life of this Interlocal Agreement, naming and protecting the City of Hickman and the City of Lincoln, its officials, employees, and volunteers as insured, against claims for damages resulting from (1) all acts or omissions, (2) bodily injury, including wrongful death, (3) personal injury liability, and (d) property damage which may arise from operations under this Interlocal Agreement whether such operations are by the City of Hickman and its employees, or those directly or indirectly employed by the City of Hickman. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
 - (1) All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 - (2) Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 - (3) Personal Injury Damage - \$1,000,000 each Occurrence; and
 - (4) Contractual Liability - \$1,000,000 each Occurrence; and
 - (5) Products Liability and Complete Operations - \$1,000,000 each Occurrence; and
 - (6) Medical Expenses (any one person) - \$10,000.
- ii) The following shall be provided and attached to this Interlocal Agreement by the City of Hickman:
 - (1) A Certificate of Insurance for its General Liability Insurance. The City of Lincoln shall be specifically named as an additional insurance on the General Liability Insurance Policy. The City of Hickman may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. The City of Lincoln shall be treated as an additional insured as if the City of Hickman possessed General Liability Insurance.
 - (2) Proof of Workers' Compensation Insurance, where appropriate.

- iii) The City of Hickman is required to provide the CITY with thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance as required by this Interlocal Agreement. Further any General Liability Insurance Policy maintained in order to comply with this Interlocal Agreement shall specifically provide that the company from whom the policy is purchased will also provide the City of Lincoln thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance on the part of the City of Hickman.
 - iv) If the City of Hickman obtains General Liability Insurance during the term of this Interlocal Agreement, it shall add the City of Lincoln as an additional insured and provide a copy of the Certificate of Insurance and specific endorsement on the policy naming the City of Lincoln as an additional insured.
7. **INDEMNIFICATION** – To the fullest extent permitted by law, the City of Hickman shall indemnify, defend, and hold harmless the City of Lincoln, its officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of this Interlocal Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of the City of Hickman or anyone for whose acts any of them may be liable. This section will not require the City of Hickman to indemnify or hold harmless the City of Lincoln for any losses, damages, claims, and expenses arising out of or resulting from the sole negligence of the City of Lincoln. The City of Lincoln does not waive its governmental immunity by entering into this Interlocal Agreement and fully retains all immunities and defenses provided by law. This section survives termination of this Interlocal Agreement.
8. **AUDIT PROVISION** – The City of Hickman shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance records and materials germane to this Interlocal Agreement, as allowed by law.
9. **FAIR EMPLOYMENT** – The City of Hickman shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person’s race, color, religion, sex, disability, national origin ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. §48-1122, as amended.
10. **FAIR LABOR STANDARDS** – The City of Hickman shall maintain Fair Labor Standards in the performance of this Interlocal Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.
11. **NEBRASKA LAW** – This Interlocal Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.
12. **INTEGRATION, AMENDMENTS, ASSIGNMENT** – This Interlocal Agreement represents the entire Interlocal Agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Interlocal Agreement. This Interlocal Agreement may be amended only by written Interlocal Agreement of both parties. This Interlocal Agreement may not be assigned without the prior written consent of the other party.
13. **NEW EMPLOYEE VERIFICATION** - In accordance with Neb. Rev. Stat. 4-108 through 4-114, the City of Hickman agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. City of Hickman shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant

to the requirements of state law and 8 U.S.C.A. 1324b. The City of Hickman may require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

14. **SEVERABILITY & SAVINGS CLAUSE** – Each section and each subdivision of a section of this Interlocal Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Interlocal Agreement and invalidity of any section or subdivision of a section of this Interlocal Agreement shall not invalidate any other section or subdivision of a section thereof.

15. **CAPACITY** – The undersigned persons representing the City of Hickman and the City of Lincoln do hereby agree and represent that he or she is legally capable and authorized to sign this Interlocal Agreement and to lawfully bind the City of Hickman or the City of Lincoln to this Interlocal Agreement.

IN WITNESS WHEREOF, the City of Hickman and the City of Lincoln do hereby execute this Interlocal Agreement.

Mayor Goering invited Mr. Brock Hanisch with Lincoln Lancaster County Health Department, Environmental Health Supervisor to address the Governing Body. Mr. Hanisch discussed that this is a renewal of the existing Interlocal Agreement that Lancaster County and the City of Hickman has had for the last ten years with only updates to include the extra territorial jurisdiction at our request. This agreement addresses environmental health tasks, having access to the Lancaster County Health environmental specialists with credentials that are needed for onsite wastewater treatment inspections and certifications, property transfers inspections for wells and onsite septic, and air regulations within the city and ETJ. Hickman is one of twelve jurisdictions that Lincoln Lancaster County Health Department has agreements with. With any needed nuisances per Hickman's Municipal Code the City Clerk can contact the health department for assistance with inspections, needed documents, and a witness if needed for any legal processes. Onsite wastewater systems inspections for any complaints can be assisted by Lancaster County Health Department. The cities burn of the brush pile permits are acquired from Lancaster County Health Department as well as the fire department.

City Administrator discussed that the speculations with pandemics and this interlocal agreement do not affect the local Board of Health that regulate the safety of the Hickman residents with any pandemics but is used for staff assistance with needed inspections and nuisances.

Mayor Goering invited Registered Agenda Topic Speaker Mr. Justin Drahota, 170 Woodland Blvd. to address the Governing Body. Mr. Drahota discussed that the agreement just doesn't look right. The very first line on the agreement states health regulation inspection and enforcement within the corporate limits of the City of Hickman and its extra-territorial jurisdiction, that line is a broad statement causing many questions about what Lancaster County Health Department has regulations over legally. Mr. Drahota stated that this agreement sounds like it is giving Lancaster County Health Department is getting power and control over the citizens of Hickman from people that the residents of Hickman do not elect. Mr. Drahota would like to have more clear definitions of what Lancaster County Health Department has control over with the City of Hickman

Mayor Goering invited Registered Agenda Topic Speaker Mr. PJ Shaw, 6101 Roca Road to address the Governing Body. Mr. Shaw discussed that he owns seven businesses withing 3 miles of Hickman and three of them are critical. Mr. Shaw stated that he does not think there is enough clarification on the interlocal agreement with the mask mandates. The mask mandates from Lancaster County Health Department did not benefit their business and was hard on their business. Mr. Shaw would like to City Council Members to vote no or table until more clarification on the details could be presented.

Mayor Goering invited Registered Agenda Topic Speaker Mr. Denise Shaw, 6101 Roca Road to address the Governing Body. Mrs. Shaw discussed that she supports the opinions of the last two speakers. During the pandemic Mrs. Shaw's business was shut down and given less money from the government than the cost to run her business. Mrs. Shaw discussed that she read on the New York's government website that they test the water for COVID to determine mandates. Mrs. Shaw stated that the regulations on this agreement are not clear enough to pass or know if there is enough benefit for

the residents and businesses for the community.

Council Members discussed having the City Attorney review that agreement and create a summary and opinion of the agreement to present to the residents. Council Members asked Mr. Hanisch with Lincoln Lancaster County Health Department, Environmental Health Supervisor, to present the details of the agreement that covers the septic system on an ETJ. Mr. Hanisch discussed that a certified inspector must come out and inspect the system to approve before its use for public protection. City Attorney and City Administrator discussed what a nuisance would look like with this agreement and how Lancaster County Health Department would assist the city to assure the safety of Hickman residents with the nuisances.

Mayor Goering invited Registered Agenda Topic Speaker Mr. Chris Farabee, 21000 S 68th to address the Governing Body. Mr. Farabee stated that as a resident of Hickman for fifty plus years and the owner of a company that works with multiple municipalities all over the country, he believes the City of Hickman has been helpful and progressive with the local businesses. Mr. Farabee thinks that the city is capable of handling local rodent issues without giving over local control to Lancaster County Health Department. More clarity on the agreement needs to be added to the language of this agreement and consideration of a shorter agreement before being passed.

Motion by Council Member Wagner and a second by Ziemann to table Resolution 2023-15 until the September 26th meeting and ask the City Attorney to present further opinion on the entire interlocal agreement. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, and Parker. The following Council Members voted "NAY": None. Motion passed 5-0.

New Business

Mayor Goering presented Master Agreement Work Order: Agreement for Professional Services with Olsson for 2024 General Consulting. This is an annual agreement for general consulting with any projects that the city is working on, any additional projects would have an amendment to this Master Agreement Work Order. Motion by Council Member Wagner and a second by Ziemann to approve Master Agreement Work Order: Agreement for Professional Services with Olsson for 2024 General Consulting. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, and Parker. The following Council Members voted "NAY": None. Motion passed 5-0.

Mayor Goering presented Master Agreement Work Order: Agreement for Professional Services with Olsson for Street Superintendent Work Orders. This work order goes with the Master General Agreement for a Street Superintendent that goes over all project specifications and signs off for the city to receive its highway allocation funds. Motion by Council Member Noren and a second by Wagner to approve Master Agreement Work Order: Agreement for Professional Services with Olsson for Street Superintendent Work Orders. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, and Parker. The following Council Members voted "NAY": None. Motion passed 5-0.

Mayor Goering presented Ordinance 2023-12, 2023 City of Hickman Zoning Regulations and Zoning Map.

Council Member Wagner introduced Ordinance 2023-12 and asked City Clerk to read by title, An ordinance to adopt the standards and regulations of Lincoln- Lancaster county health department regarding on-site wastewater treatment systems, solid waste, inspection of on-site water supply systems and wastewater treatment systems prior to the sale, transfer or conveyance of property, and air pollution control, in order to meet the requirements for an interlocal agreement with the Lincoln Lancaster county health department for the purpose of providing health regulation inspection and enforcement within the corporate limits and extra-territorial jurisdiction (ETJ) of the city of Hickman, Nebraska, which agreement is to be approved and adopted, and to provide the effective date hereof, and ordering the publication of the ordinance in pamphlet form. Be it ordained by the mayor and the council of the city of Hickman, Nebraska.

Motion by Council Member Wagner and a second by Noren to pass Ordinance 2023-11 on the first reading. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, and Parker. The following Council Members voted "NAY": None. Motion passed 5-0.

City Administrator's Report

City Administrator discussed the Joint Public Hearing with Lancaster County on September 19th and the new requirements that staff has a Council Member attend the meeting with staff. City staff had a meeting with Norris Public Power on the city's electrical infrastructure and Norris Public Power will present agreement options at the September 26th City Council meeting. Terrace View electrical is going in this week. Motion by Council Member Ziemann and a second by Parker to approve the City Administrator's Report. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, and Parker. The following Council Members voted "NAY": None. Motion passed 5-0.

Governing Body Comments and Correspondence

Mayor Goering thanked everyone for attending the meeting. No action taken.

Adjournment

Motion by Council Member Parker and a second by Ziemann to adjourn the meeting at 8:12PM. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, and Parker. The following Council Members voted "NAY": None. Motion passed 5-0.

Mayor Phil Goering

Jaala Johnson, CMC, City Clerk

City Council Meeting September 26, 2023
Accounts Payable as of September 20, 2023

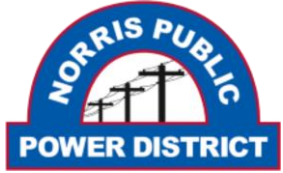
Vendor	Memo		Check No.
Al's Johns	Porta Potty for Flag Football & Soccer	\$200.00	
Alexander Jasa	Referee Services - Sept. 2023 (4), Parks Dept. (Paid by Parks & Rec Acct)	\$160.00	
All Copy Products	INV # AR4063217- Monthly Printing Services	\$269.00	
Aspen Builders	New Construction Deposit Return, Bldg. Permit # 2022-08	\$500.00	
Assa Abloy Entrance Systems US Inc.	Inv # CS189314 - Repair ADA door - Community Center Main Door	\$2,611.00	
Bizco Technologies	September 2023 Proofpoint Monitoring Service	\$36.00	
BOK Financial	HICKMANGOW23 - CURR BONDS SERIES 2023 (\$1.545mil)	\$29,127.00	
Border States	Inv# 926931242 - Junction Box	\$14,473.80	
Border States	Inv# 926877928 - Innerduct 4K Reels	\$16,872.80	
Border States	Inv# 926877922 - Splice Kit Electrical System	\$1,162.56	
Brad Nelson	Clothing Reimbursement 2023	\$85.79	
Brody Stone	Referee Services - Sept. 2023 (9), Parks Dept. (Paid by Parks & Rec Acct)	\$360.00	
Capital City	Inv # 291130- Refuse and Recycling Monthly Service	\$120.00	
CarQuest (Advance Auto Parts	Inv# 7185-484553 - Filters Mowers (14)	\$51.54	
CarQuest (Advance Auto Parts	Inv# Inv # 7185-484414 - Wipers/Hose/Nozel	\$249.40	
Caselle	Software Purchase (Approved at 7.11.2023 City Council Meeting)	\$50,892.00	
Chris Wallman Reimb	CDL Physical	\$75.00	
Chris Wallman Reimb	Clothing Reimbursement 2023	\$144.42	
Dawgs Hut	242n Soccer & Officials Shirts (paid from activities account)	\$4,867.00	
Direct TV	Acct 035168839 2023 TV Services Final Bill	\$2.88	
Electric Pump	Inv# 0902895-IN - Repair Pump 1 Airlocked Basement WWTP	\$801.50	
Fire Spring	Inv# 421388 - Inspection Stickers	\$263.28	
General Fire & Safety Equip. Company	Inv # 110410149- Park, WTP, WWTP Fire Extinguisher Inspections	\$647.25	
Georgiana, Trent	2023 Clothing Reimbursement (Boots)	\$150.00	
Hawkins, Inc.	Invoice #6579198- Chlorine	\$50.00	
Hickman True Value	Inv#2308050666 - Bottle of Map Gas	\$14.99	
Innovative Utility Products Corp.	Inv# 8173 - Repairs to Electrical Tool/Fault Wizard, Electric Dept.	\$1,053.58	
Jackson Services, Inc.	Acct # 4919 - Floormats/Rags/Rugs/Brooms/Uniforms Final Bill	\$1,561.30	
Johnson Service Company	Inv# 17187 - WWTP - Approved per budget FY2022-23 ORD2022-12 9/27/22	\$249,002.00	
Jordyn Kleinow	Refund for 1 game (missed on registration) 2023	\$12.50	
Legacy Home Omaha LLC	Deposit Return, Bldg Permit #2022-85	\$500.00	
M & G Holdings	New Construction Deposit Refund 2021-200	\$500.00	
Mattson, Luke - Reimb	2023 Clothing Reimbursement (Boots)	\$150.00	
Melanie Peterson	Jersey Reimbursement 2023 (jersey not received)	\$30.00	
Midwest Laboratories, Inc.	Inv# 1149290- Bottles for Wastewater Testing	\$40.15	
Municipal Supply, Inc. of Omaha	Inv# 0885138 -8 Inch Water Meter , 8 Inch Flange	\$9,149.53	
Nebraska Public Health Environmental Lab	Inv # 569341- Water Sampling , Water Dept	\$1,079.75	
Oelke Austin	Flag Football Referee 2023 (5 Games)	\$200.00	
Olsson	Inv# 469704- Project # 021-01497 WRRF Headworks & Final Clarifier	\$1,919.00	
One Call Concepts, Inc.	Inv# 3080146- August2023 Diggers Hotline Notifications, Elec Dept.	\$107.38	
Premier Chevrolet-Buick-GMC	2022 Chevy Work Truck, Per CIP	\$55,312.51	
Sperling, Conner	Flag Football Referee 2023 (7 Games)	\$280.00	
Spickelmier & Son Inc.	Inv#23471 - Phase 2 Electrical Line Repair Bore 3x2 Conduits 2-3 Men Per Hour	\$38,942.40	
Spickelmier & Son Inc.	Inv#23493 - Phase 2 Electrical Line Repair Bore 3x2 Conduits 2-3 Men Per Hour (2nd Invoice)	\$38,942.40	
Voice News	August Publications/ Advertisements	\$491.34	
Wyatt Fortner	Flag Football Referee 2023 (8 Games)	\$320.00	
TOTAL		\$523,781.05	

**City Council Meeting September 26, 2023
Accounts Payable as of September 20, 2023**

Vendor	Memo	Payment	Check No
Ameritas Life Ins., Corp.	Employee Pension Plans	\$4,142.14	ACH
ICMA Mission Square	Employee Retirement Contribution	\$513.70	ACH
IRS	Payroll Taxes	\$7,973.44	EFTPS
Nebraska Department of Revenue	Income Tax	\$2,906.48	ACH
Nebraska Department of Revenue	Local Sales & Use Tax	\$16,783.31	ACH
Payroll Distribution (Net Pay)	City Staff 09.22.2023	\$27,541.94	ACH
Quadient Finance - Neofunds - Postag	Acct # xxxx8315 - Postage, Water/Electric/Sewer Dept.	\$600.00	ACH
Unum	October 2023 Employee Premiums	\$230.75	ACH
Verizon Wireless	City Mobile Phones & New Phone Purchase	\$251.05	ACH
Windstream	Acct# xxxx2029 - City Office Phone & Internet	\$895.99	ACH
Windstream	Acct# xxxx9419 - Wastewater Treatment Plant Phone	\$101.96	ACH
TOTAL		\$ 61,940.76	
TOTAL CLAIMS REPORT		\$ 546,533.62	

Reviewed and Approved on September 26, 2023

_____ Mayor Phil Goering	_____ Council Member Ziemann
_____ Council President Wagner	_____ Council Member Noren
_____ Council Member Parker	_____ Council Member Borchardt
_____ Council Member Meese Jr.	



City Council Meeting

September 26, 2023



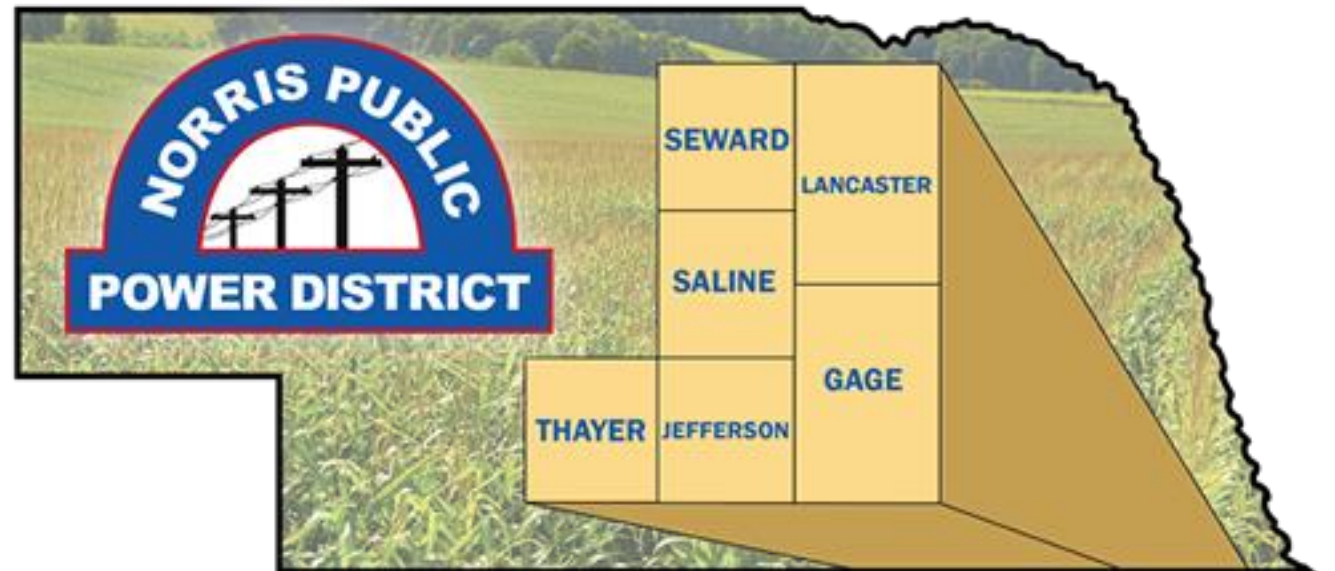
Norris Overview

As of December 31, 2022

- 11 Member Board of Directors and 86 Employees
- \$86.4 Million Annual Revenue
- 6,302 Miles of Line
- 26,078 Customers in 6 Counties
 - 53 communities
 - 4 Wholesale
 - 49 Retail
 - 33 Lease
 - 16 Own
- No Long-Term Debt
- Last Rate Increase - 2013

Our Mission:

The Norris Public Power District's mission is to safely provide electricity and related services to customers at competitive prices, in the most reliable, efficient and environmentally responsible manner.



Norris Locations

- **Customer Service Centers open to the public:**
 - Beatrice
 - Seward
- **Operations Facilities:**
 - Beatrice
 - Fairbury
 - Hebron
 - Rural Roca
 - Seward
- **Warehouse and Technical Services Facilities:**
 - Beatrice



What is a Lease Agreement?

- Hickman Retains Ownership of Electric System
- Lease Agreement Fee – Determined by City Council
- Norris Operates, Maintains and Performs Capital Improvements
- Norris Performs All Billing, Collections and Customer Service
- 20-Year Agreement
- Wholesale Power Agreement Terminated

What is a Lease Agreement?

- Norris Leases Facilities in 33 Towns and Owns Facilities in 16 Towns
- Hickman is Responsible for Existing Accounts Receivable and Deposits
- Norris Would Not Require Deposits, Unless Required Under Service Regulations
- Norris is Willing to Evaluate and Purchase Inventory
- Numerous Benefits to Hickman

Lease Agreement Benefits

- Operations and Maintenance
 - 24 Hour Coverage for Outages and Emergencies
 - 15 Linemen in Centerville Operations Center
 - Storm Damage Repair
 - Pole Inspections
 - Tree Trimming
 - Transformer PCB Testing
 - System Reliability
 - Engineering Services

Lease Agreement Benefits

- Electric Infrastructure Investment
 - Replace All Meters with AMI
 - Upgrade Streetlights to LED
 - Evaluate Electric System for Facility Upgrades and System Improvements

Lease Agreement Benefits

- Financial Benefits
 - Consistent Cash Flow
 - Eliminate Storm Damage Risk
 - Eliminate Safety Liability
 - Rate Stability
 - Norris Financial Strength

Technology & Customer Service

- 24 Hour Outage Reporting & Dispatching Access
- Outage Map
- Paper or Paperless Billing Options
- Budget Billing
- Online Bill Pay
- Automatic Payment
- Payment Kiosk
- Prepaid Electric Service
- E-Bill & SmartHub App
- 24 Hour IVR Phone Payment
- MoneyGram & Incomm Vanilla Payments
 - Walmart, CVS, Dollar General & Family Dollar



Technology & Customer Service

- Customer Communication:

 - Norris News

 - E-Newsletter

 - Website

 - Social Media (Facebook, Twitter & Instagram)

- Operation Round Up

- Energy Efficiency Programs & Incentives

- Customer Energy Assessments

- Courtesy Calls

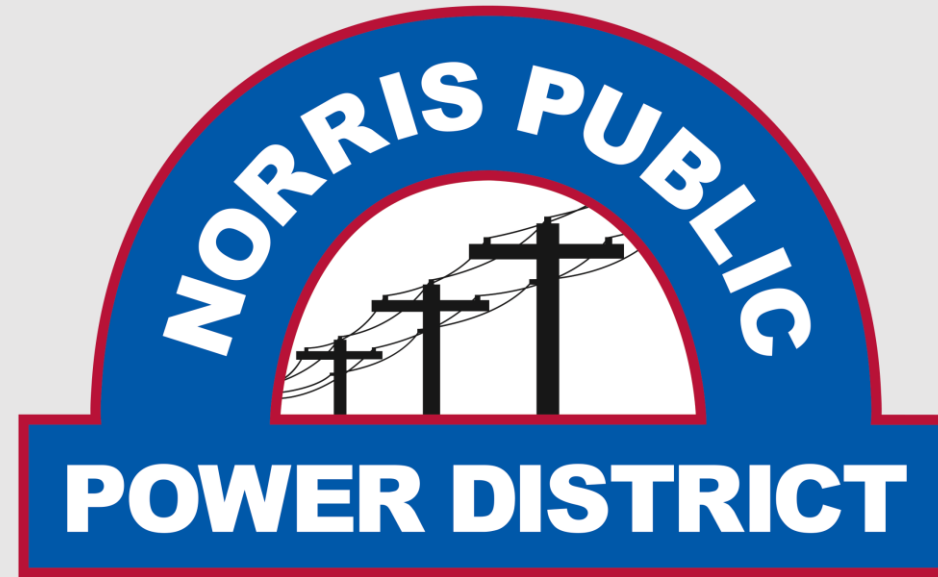


Your Electric Bill

Current Month Electric Billing Summary	\$ Amount
Energy Charge – 1,000 kwh at 7.2¢ and 500 kwh at 5.9¢	\$101.50
Customer Charge	\$28.00
Demand Charge – 10 KW at 50¢	\$5.00
12% Lease Agreement Fee	\$16.14
5% Gross Revenue Tax	\$6.73
5.5% State Sales Tax	\$8.66
1.5% City Sales Tax	\$2.36
Operation Round Up	\$0.61
Total Current Electric Charges	\$169.00

Next Steps

- **Detailed Rate Comparison**
 - Norris highly recommends a complete rate comparison be performed to understand the financial impact to the City and its citizens
- **Both Organizations Agree to Move Forward**
 - Adopt a Lease Agreement
 - Terminate Wholesale Power Agreement



Questions?

Public Work & Parks Department Report

September 2023

Public Works

- 811 Locate Tickets
- Weekly mowing.
- Burned the tree pile
- Removed a couple dead trees behind city hall.
- Employees have attended CE classes as a requirement to retain licenses.

Water & Wastewater

- Routine Sampling Water and Wastewater.
- Dispersed Meters
- Inspections on new builds
- Pre Construction Meeting for WWTP
- First progress Meeting WTP
- Johnson Services Mobilized Thursday the 20th got started on lining on Friday

Electric

- Spicklemeir has 1 shot left and the boring will be complete for the transmission repair
- Streetlight on E 2nd was hit on 9-18-23. Replaced pole.
- Had an outage on B phase this was caused by the boring company damaging the wire while pulling back innerduct.
- Had an outage on A phase Thursday night Sept 14th. Fault on Hickman Road across from old county shed.

Streets

- Installed Stop Sign on east 12th and 82nd Street.
- Replaced the concrete on Larkspur
- Started grinding stumps around town.(Todd Mason)
- Secured the purchase of a ¾ ton chevy pickup from Premier of Beatrice

Parks

- Dragging parking lots
- Prepped the Softball field for sprinkler installation. Grading/leveling done on field.
- Prep/made flag football and soccer fields at the main park as well as at Shepards of the hills









OPEN CODE VIOLATIONS REPORT

NEW VIOLATIONS


Updated September 26, 2023

Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
Maple St	tree limb on house	8/27/2023	property owner	9/19/2023	action complete	Online complaint. Tree limb lying on roof of house.
Pioneer Ct	dead trees	8/28/2023	property owner	9/27/2023	in process	Phone Complaint. Dead trees and heavy under growth. Contacted property owner and gave him names of tree services and lawn maintenance services. Will follow up for progress.
E. 4th Street	sidewalk clearance	8/28/2023	property owner	9/19/2023	action complete	Phone Complaint. Tree limbs hanging low over sidewalk. Contacted property owner and they trimmed the limbs above the sidewalk.
W. 6th Street Garrett Place	Mowing	9/2/2023	property owner	9/27/2023	in process	Online complaint. Grass in excess of 10 inches on vacant lots. Contacted property owner and on 9/7 he responded his crew will mow it.
Main St	weeds along alley fence	9/5/2023	property owner	9/27/2023	in process	Online complaint. Contacted property owner to remove the tall weeds along the fence area adjacent to the alley. 9.20.23 he is over half way done and will complete it this week.
Elm St	vehicle on blocks unlicensed vehicles	9/6/2023	Sheriff Deputy	9/9/2023	in process	In person complaint. A vehicle on blocks in the city street and several unlicensed vehicles on both sides of the street. Deputy noted none of the vehicles are on the city street, they are all on private property.
E. 2nd St	truck & trailer blocking the alley	9/11/2023	property owner	9/19/2023	action complete	In person complaint. A truck and trailer are parked in the alley blocking access for other three owners. Contacted the new property owner and explained the use of the alley is for all owners abutting it.
Hickory St.	Mowing	9/13/2023	property owner	9/19/2023	action complete	5 empty lots were mowed by the builders crew.
Brentwood	mowing	9/20/2023	property owner	9/27/2023	in process	Spoke with property owner and he will borrow a mower to finish mowing as his broke. He should have it done 9/25/23.
Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
Brentwood	green pool	8/18/2023	Property Owner	8/24/2023	action complete	Deputy spoke with property owner for compliance.
Autumn Road	dogs running loose	8/18/2023	Sheriff Deputy	8/24/2023	action complete	Sheriff contacted owner.
Hickory Street	noise	8/18/2023	Sheriff Deputy	8/24/2023	action complete	Sheriff contacted owner.

20 new single family building permits have been issued to date in 2023 compared to 62 this date 2022; 55 in 2021; 35 in 2020; 24 in 2019.

Location: 6 in Baylor Heights. 11 in Terrace View. 1 in Walters Ridge. 2 in Salt Creek Reserve.



From: Steven M Goans, Deputy Director 
To: Public Drinking Water Systems
RE: Ground Water under the Direct Influence of Surface Water

Dear Public Drinking Water System:

The Department of Environment and Energy is proposing changes regarding the determination of ground water under the direct influence of surface water. Nebraska's current regulation is more stringent than federal and other state requirements. The current rule may require a facility to construct a surface water treatment system even if there was no surface water connection to the groundwater. The new rule would allow the construction of the well and then testing and evaluation of the well to determine whether the ground water is under the direct influence of surface water and treatment is needed.

Public Notice of this proposed change will be September 13, 2023 with a public hearing held at 245 Fallbrook Blvd, hearing room 031 on October 17, 2023. Written comments must be received by October 16, 2023.

The following is a markup of the proposed changes. Followed by a clean draft of the new language. The public notice for the comment period and the draft language can be viewed at dee.ne.gov

MARKEDUP DRAFT

Title 179 – Public Water Systems

Proposed amendments to Title 179 NAC 13A Attachment 2 D 2 and 3. are as follows:

2. Identification of giardia or cryptosporidium cyst in any source water samples will be considered conclusive evidence of direct surface water influence. The presence of any of the indicators given in III.D.1 in both samples will be considered ~~conclusive~~ evidence of potential surface water influence and trigger an engineering review of the source. The engineering review will include but not be limited to the risk levels presented in the MPA results. If the source is determined to be ground water under the direct influence of surface water, it will be subject to Title 179 regulations regarding surface water and ground water under the direct influence of surface water unless the system is able to determine that a structural defect led to the presence of indicator organisms in the sample(s). If a structural defect is



found and corrected, the system may sample again in order to determine if the source is under the direct influence of surface water.

~~3. If sample results are inconsistent, an additional set of two samples must be taken as directed by the Department. If any two of the four samples taken contain any of the indicators listed in III.D.1, their presence will be considered conclusive evidence of surface water influence and the source is subject to Title 194 regulations regarding surface water and ground water under the direct influence of surface water.~~

CLEAN DRAFT

Title 179 – Public Water Systems

Proposed amendments to Title 179 NAC 13A Attachment 2 D 2 and 3. are as follows:

2. Identification of giardia or cryptosporidium cyst in any source water samples will be considered conclusive evidence of direct surface water influence. The presence of any of the indicators given in III.D.1 in both samples will be considered evidence of potential surface water influence and trigger an engineering review of the source. The engineering review will include but not be limited to the risk levels presented in the MPA results. If the source is determined to be ground water under the direct influence of surface water, it will be subject to Title 179 regulations regarding surface water and ground water under the direct influence of surface water unless the system is able to determine that a structural defect led to the presence of indicator organisms in the sample(s). If a structural defect is found and corrected, the system may sample again in order to determine if the source is under the direct influence of surface water.

MEETING MINUTES



PRE-CONSTRUCTION MEETING

NAME OF PROJECT:	Hickman WWTF Improvements
PROJECT LOCATION:	Hickman, NE
MEETING LOCATION:	Hickman City Office, 115 Locust Street, Hickman, NE
DATE & TIME:	Thursday September 14, 2023 - 11:00 AM
PROJECT #:	021-01497

A. Sign-In (see separate sheet) and Introductions See attached.

B. Project Representation

- Phil Goehring, Mayor - Hickman
- Kelly Oelke, City Administrator - Hickman
- Wade Luther, Water/Sewer Superintendent - Hickman
- **Luke Mattson, Wastewater Operator - Hickman**
- Nate O’Keefe, Project Manager/Engineer – Olsson
- Art Hutt, Resident Project Representative (RPR) – Olsson
- Tony Lager, Project Manager – Neuvirth Construction, Inc.

C. Resident Project Representative

- Duties, Responsibility, and Limitations (Article 10 in Supplementary Conditions)
- RPR will serve as primary liaison with Contractor, Owner, and Engineer
- All questions initially directed to the RPR.

D. Superintendence

(Section C-700-7.02-B). Contractor shall assign a Superintendent who shall not be replaced without written notice to Owner and Engineer.

- Contractor’s Project Manager and Superintendent: See attached.

Tony Lager – Project Manager – tony@neuvirth.com 402.708.7577 (Cell)

Robert Tlatenchi – Project Superintendent – robert@neuvirth.com 402.637.8357 (Cell)

- Name and address of individual who is to receive correspondence:

**Tony Lager
3400 Old Mormon Bridge Road
Crescent, IA 51523**

- Emergency Phone Numbers – see above

- List of Sub-Contractors: **Provided with Contractor packet, see attached**

- Safety and Protection (Section C-700-7.13-A) – Contractor(s) shall be solely responsible for initiating, maintaining and supervising all safety precautions.

E. Contract Documents and Requirements

- Contract Dates and Status
 - o Bid Opening: June 1, 2023
 - o Notice of Award: June 27, 2023 (approved by Council)
 - o Contract Dated: August 2, 2023
 - o Notice to Proceed: August 2, 2023
 - o Substantial Completion: June 15, 2024
 - o Final Completion: July 15, 2024

- Liquidated Damages included in Contract(s).

- Addendums #1 - 4

- Permits
 - NDEE Construction, NSFM Permits

- Contract Documents
 - Conformed to bid documents to be sent by Olsson
 - o To City
 - 2 – half size sets of plans (one left at meeting)
 - 1 – full size set of plans
 - 1 – set of specifications (left at meeting)
 - o To Contractor
 - 1 - set of specifications
 - o PDF to be provided to Contractor and City
 - Olsson to send CAD Release form to Neuvirth, provide CAD drawings.

F. Submittals (Section 013300)

- Transmittal, Review, and Distribution
- Contractors plans to use email. Send to nokeefe@olsson.com
 - o Olsson will provide updates at progress meeting to City.
 - o Copies of individual submittals provided upon request.
 - o Copies of approved submittals to RPR.
- Olsson shop drawing transmittal available if desired.
- Contractor to provide link to pre-construction photos.
- Schedule of Values and Payments.
- Shop Drawing - Submittal Schedule
- Record Drawings

G. Construction Schedules (Section 013000). Provide Owner and Engineer with schedule.

- Critical path item(s):
 - o Clarifier equipment, anticipated in late summer 2024. As we get closer City is okay looking at extension to contract dates.

- Construction Plan, and Approach
 - o Fencing starting soon, no City permit required.
 - Kelly to call County on ROW for temporary fencing extending into ditch.
 - o Plan to work on clarifier structure first then move to headworks in December.

- Start-up/working around existing facilities (keeping in operation)
 - Hickman to provide location to fill hydrovac trucks,
 - Vacuum truck dump pit by Contractor to be located on site, south of existing facilities.
 - RFI to be submitted on proposed bypass along Hickman Road, no cost change.
 -
- Site work, adjustments, and coordination during construction
 - Norris public power to provide temporary power.

H. Progress Meetings (Section 013000; 1.4)

- Review progress of work, coordination, scheduling, and problem resolution.
- Conducted on monthly basis with Owner and Engineer.
- Engineer shall preside over the meeting and make provisions to keep and distribute meeting minutes.
- Contractor option for more frequent progress meetings with subcontractors and RPR.
- Progress meeting to be held:
- First meeting: **Thursday October 19th, 2023 at 11:30 AM, City Office.**

I. Payment (Section 012900; 1.5)

- Review with RPR prior to submittal to Engineer. **RPR and Contractor to coordinate.**
- Engineer reviews and recommends payment to City within 3 to 5 days. City Council meetings on 2nd and 4th Tuesdays. Olsson to submit to City on Thursday before council meetings for consideration at the 1st council meeting of the month.
 - Contractor to provide reviewed payment request by: **Wednesday 1 week prior to the 1st council meeting of the month..**
- City makes payment within 30 days of presentation to City. Payment schedule to be acceptable to City.
- Invoices required for requested payments for material on hand.
- Invoices are required for any requested payments for stored materials
- Claims for extra work will not be paid unless extra work covered by such claim was authorized by a change order.
- Retainage at 5 percent
- Update Construction Schedule **if significant changes warrant.**

J. Questions/Changes of Contract Documents

- Questions regarding interpretation of the contract documents shall be made in writing as a "clarification request". Clarification & Interpretation (RFI) form (available electronically)
- Field Order, no change in project cost or time
- Change Proposal Request, request for cost or change in time required for a project change
- Work Change Directive, allows modified work to commence with assurance of Change Order at a later date.
- Change Order, finalizes change in cost or time.
- Copies of forms available upon request (electronic).

K. Operation of Existing Facilities

- Provide temporary modifications required to keep existing facilities in operation during construction.
- No utility shall be shut down without written permission from the Owner.
- Contractor and City to chain locks together to allow both access.
- Contractor typical hours Monday – Thursday 7:30 AM - 5:00 PM, Friday 7:30 AM – 2:30 PM, Saturdays as needed.

L. Other Activities on or near the Site

- Neuvirth and City to coordinate keeping open path for City to haul sludge.
- Luke to be Contractors primary point of contact on coordination items.

M. Project Layout

- Basic horizontal and vertical control points - Engineer provided
- Detailed layout Contractor responsibility

N. Miscellaneous Items

- Site Conditions
 - o Contractor verification of existing conditions and location of utilities
 - o Protect existing facilities.
 - o Land for Construction Purposes – Defined by City and as shown on the plans. Contractor to confirm area needed. Should be restored to preconstruction conditions.
- Demolition and Salvage
- Temporary Facilities by Contractor
 - o Water, Power, Sanitary Facilities, Parking, Limits of Construction
 - o Cleaning during construction, Quality Control, Dust Control, Erosion Control
 - Neuvirth has minor modifications to SWPPP layout.
 - o Maintaining access
 - o Contractor to coordinate power connections.
- Construction Testing and Staking: provided by Olsson (Lincoln office)
 - o Coordinate construction staking with Lance Murry – 402.458.5638
 - o Coordinate construction testing with Travis Anderson – 402.458.5902
 - Including soil (proctor, subgrade, fill/backfill, foundation bearing, etc), concrete, masonry.
 - o A minimum of 48-hours’ notice is required.

M. Site Conditions & Project Requirements

- Familiarization with work - Notify City/RPR prior to work.
- Access to Owner. Contractor shall provide temporary access as necessary. Contractor shall notify City with a minimum of 48 hours’ notice.
- Water Control. Contractor shall prevent soil erosion from entering drainpipes and water ways.

ATTENDANCE RECORD

PRE-CONSTRUCTION MEETING

Name of Project: Wastewater Treatment Facility Improvements

Project No.: 021-01497

Project Location: Hickman, Nebraska

Date & Time: Thursday, September 14, 2023 – 11:00 AM

Name of Attendees (Please Print)	Company Representing/Address	Email Address	Phone No.	Attended
Kelly Oelke	City of Hickman	koelke@hickman.ne.gov	402.792.2212 (office)	
Wade Luther	City of Hickman	publicworks001@hickman.ne.gov		Y
Nate O'Keefe	Olsson	nokeefe@olsson.com	402.646.1007 (cell)	Y
Luke Mattson	City of Hickman	Maintenance1@hickman.ne.gov	402-540-0550	Y
Tony Lage	Neuvirth Con.	Tony@neuvirth.com	402-708-1577	Y
AET HOTT	OLSSON	AHOTT@OLSSON.COM	785-224-0271	Y
Leon Vaccaro	NEUVIRTH CON.	leon@neuvirth.com	402-347-3507	Y
Kelly Oelke	City			
Zack Lane	West E-Con	westecon78@gmail.com	402-660-3884	Y



Neuvirth Construction Inc.
 7386 County Road P35
 Blair, NE 68008

To: City Of Hickman Address: Hickman, NE	Contact: Phone: Fax:
Project Name: WWTP Headworks And Final Clarifier Hickman Project Location:	Bid Number: Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Mow Strip For New Fence	1,189.00	LF	\$25.70	\$30,557.30
02	Mow Strip Existing Fence	675.00	LF	\$40.69	\$27,465.75

Total Bid Price: \$58,023.05

Notes:

- **Price Includes:**
 - Bond
- **Price Does Not Include**
 - Permits
 - Concrete removal or replacement (other than noted above)
 - Handling of contaminated materials
 - Density testing
 - Cutting, breaking or removal of limestone bedrock if encountered
 - Locating any private utilities not located by the Utility Co's

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Neuvirth Construction</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
--	---

**CITY OF HICKMAN
RESOLUTION 2023-15**

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LINCOLN, NEBRASKA,
on behalf of the Lincoln-Lancaster County Health Department, (“CITY”),
and the CITY OF HICKMAN, NEBRASKA, having an address of 115 Locust Street, Hickman,
Nebraska 68372, for the purpose of providing health regulation inspection and enforcement
within the corporate limits of the City of Hickman and its extra-territorial jurisdiction.**

WHEREAS, the City of Hickman is desirous of contracting with the CITY, through the Lincoln-Lancaster County Health Department, in the interest of:

- Protecting the public’s health and the environment from pollution;
- Providing minimum standards regulating design, construction, installation, maintenance, and operation of individual sewage disposal systems within Lancaster County; and
- Providing investigation of public health nuisance conditions as defined by City of Hickman ordinances;
- Reviewing transfers of properties that are served by individual domestic water wells or onsite wastewater treatment systems to assure they meet minimum standards regulating design, construction, installation, maintenance, and operation established in City of Hickman ordinances as applicable; and
- Reviewing newly proposed subdivisions that will not be served by public water supply or community wastewater treatment for water, wastewater and environmental hazards.

WHEREAS, the CITY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such services shall be provided within the corporate limits of the City of Hickman and its extra-territorial jurisdiction;

WHEREAS, such Interlocal Agreements are authorized and provided for by the provisions of Neb. Rev. Stat. §13-901 et. seq. hereinafter referred to as the Interlocal Cooperation Act; and

WHEREAS, the parties to this Interlocal Agreement enter into this cooperative Interlocal Agreement for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Each party agrees that it shall remain a distinct and separate entity with its own rights and authorities and that no separate board shall be created to fulfill the obligations of this Interlocal Agreement.

NOW, THEREFORE, it is agreed as follows:

1. SERVICES

- i) The City of Hickman and the CITY enter into this Interlocal Agreement for the City of Hickman to:

- (1) Provide to the CITY any and all ordinances and regulations duly adopted by the City of Hickman related to individual sewage disposal systems, water supply systems, solid wastes, nuisances, air quality, open burning, and other health and safety hazards; and
 - (2) Act as the party primarily responsible for enforcement of the City of Hickman's ordinances, rules, and regulations related to the health and safety of the public.
- ii) The City of Hickman and the CITY enter into this Interlocal Agreement for the CITY to:
- (1) Investigate complaints presented by the City Clerk related to public health nuisance conditions, and other health and safety hazards;
 - (2) Generate necessary reports related to the findings of investigations conducted pursuant to this Interlocal Agreement and provide such reports to the City Clerk upon completion of each investigation;
 - (3) Cooperate with the City of Hickman Attorney in any enforcement actions brought by the City of Hickman involving any investigation conducted by the CITY according to the terms of this Interlocal Agreement;
 - (4) Appear as requested as a witness regarding the findings of investigations conducted according to the terms of this Interlocal Agreement.
 - (5) Review and permit all newly built or repaired on-site wastewater treatment systems within the corporate limits of the City of Hickman and its extra-territorial jurisdiction, assuring they meet minimum standards for design, construction, installation, maintenance, and operation as adopted by Ordinance.
 - (6) Review transfers of properties that are served by individual domestic water wells or onsite wastewater treatment systems to assure they meet minimum standards regulating design, construction, installation, maintenance, and operation as adopted by Ordinance.
 - (7) Review newly proposed subdivisions that will not be served by public water supply or community wastewater treatment for water, wastewater and environmental hazards.
 - (8) Review and permit open burning requests to assure they do not create health risks and meet minimum standards as adopted by Ordinance.
 - (9) The CITY retains the right to limit the amount of staff time and other resources it expends to provide services identified in this Interlocal Agreement.
2. **TERM** – The term of this Interlocal Agreement shall commence upon execution and shall continue until completion all obligations of this Interlocal Agreement but in no event longer than ten (10) years after the date of execution by the City.
 3. **TERMINATION FOR CONVENIENCE** – Either party may terminate this Interlocal Agreement for any reason for its own convenience. If either party elects to terminate this Interlocal Agreement prior to its expiration, the terminating party shall provide the other party with sixty (60) days written notice of the termination.
 4. **DUTIES GENERALLY** – Both parties to this Interlocal Agreement agree as follows:
 - i) To timely and professionally complete the services as described for both parties above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.

- ii) To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Interlocal Agreement.
- iii) To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
- iv) To conduct all activities related to the services in a lawful manner.
- v) To provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Interlocal Agreement.

5. **INDEPENDENT ENTITIES** – CITY has sole and exclusive charge and control of the manner and means of performance of the tasks required of it by this Interlocal Agreement. The CITY shall perform as an independent contractor, and it is expressly understood that neither the CITY nor any of its staff are employees of the City of Hickman and, thus they are not entitled to any City of Hickman benefits including, but not limited to, overtime, retirement benefits, workers’ compensation insurance, sick leave, or injury leave. The CITY shall be responsible for maintaining workers’ compensation insurance, unemployment insurance for its employees, and for all federal, state, local, and any other payroll taxes with respect to the CITY or its employees’ compensation.

6. **INSURANCE**

- i) The City of Hickman shall maintain General Liability Insurance at its own expense during the life of this Interlocal Agreement, naming and protecting the City of Hickman and the City of Lincoln, its officials, employees, and volunteers as insured, against claims for damages resulting from (1) all acts or omissions, (2) bodily injury, including wrongful death, (3) personal injury liability, and (d) property damage which may arise from operations under this Interlocal Agreement whether such operations are by the City of Hickman and its employees, or those directly or indirectly employed by the City of Hickman. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
 - (1) All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 - (2) Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 - (3) Personal Injury Damage - \$1,000,000 each Occurrence; and
 - (4) Contractual Liability - \$1,000,000 each Occurrence; and
 - (5) Products Liability and Complete Operations - \$1,000,000 each Occurrence; and
 - (6) Medical Expenses (any one person) - \$10,000.
- ii) The following shall be provided and attached to this Interlocal Agreement by the City of Hickman:
 - (1) A Certificate of Insurance for its General Liability Insurance. The City of Lincoln shall be specifically named as an additional insurance on the General Liability Insurance Policy. The City of Hickman may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. The City of Lincoln shall be treated as an additional insured as if the City of Hickman possessed General Liability Insurance.
 - (2) Proof of Workers’ Compensation Insurance, where appropriate.
- iii) The City of Hickman is required to provide the CITY with thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance as required by this

Interlocal Agreement. Further any General Liability Insurance Policy maintained in order to comply with this Interlocal Agreement shall specifically provide that the company from whom the policy is purchased will also provide the City of Lincoln thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance on the part of the City of Hickman.

iv) If the City of Hickman obtains General Liability Insurance during the term of this Interlocal Agreement, it shall add the City of Lincoln as an additional insured and provide a copy of the Certificate of Insurance and specific endorsement on the policy naming the City of Lincoln as an additional insured.

7. **INDEMNIFICATION** – To the fullest extent permitted by law, the City of Hickman shall indemnify, defend, and hold harmless the City of Lincoln, its officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of this Interlocal Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of the City of Hickman or anyone for whose acts any of them may be liable. This section will not require the City of Hickman to indemnify or hold harmless the City of Lincoln for any losses, damages, claims, and expenses arising out of or resulting from the sole negligence of the City of Lincoln. The City of Lincoln does not waive its governmental immunity by entering into this Interlocal Agreement and fully retains all immunities and defenses provided by law. This section survives termination of this Interlocal Agreement.
8. **AUDIT PROVISION** – The City of Hickman shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance records and materials germane to this Interlocal Agreement, as allowed by law.
9. **FAIR EMPLOYMENT** – The City of Hickman shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person’s race, color, religion, sex, disability, national origin ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. §48-1122, as amended.
10. **FAIR LABOR STANDARDS** – The City of Hickman shall maintain Fair Labor Standards in the performance of this Interlocal Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.
11. **NEBRASKA LAW** – This Interlocal Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.
12. **INTEGRATION, AMENDMENTS, ASSIGNMENT** – This Interlocal Agreement represents the entire Interlocal Agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Interlocal Agreement. This Interlocal Agreement may be amended only by written Interlocal Agreement of both parties. This Interlocal Agreement may not be assigned without the prior written consent of the other party.

13. **NEW EMPLOYEE VERIFICATION** - In accordance with Neb. Rev. Stat. 4-108 through 4-114, the City of Hickman agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. City of Hickman shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The City of Hickman may require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.
14. **SEVERABILITY & SAVINGS CLAUSE** – Each section and each subdivision of a section of this Interlocal Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Interlocal Agreement and invalidity of any section or subdivision of a section of this Interlocal Agreement shall not invalidate any other section or subdivision of a section thereof.
15. **CAPACITY** – The undersigned persons representing the City of Hickman and the City of Lincoln do hereby agree and represent that he or she is legally capable and authorized to sign this Interlocal Agreement and to lawfully bind the City of Hickman or the City of Lincoln to this Interlocal Agreement.

IN WITNESS WHEREOF, the City of Hickman and the City of Lincoln do hereby execute this Interlocal Agreement.

Phil Goering
 Mayor of Hickman
 115 Locust Street
 Hickman, Ne 68372

Leirion Gaylor Baird
 Mayor of Lincoln
 555 South 10th Street
 Lincoln, Nebraska 68508

Date of Execution

Date of Execution

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF AMENDING VARIOUS)
SECTIONS OF COUNTY RESOLUTION NO.)
R-13-0062 , PROCEDURES FOR THE) RESOLUTION NO. **R - 15 - 0004**
REGULATION OF ON-SITE WASTEWATER)
TREATMENT SYSTEMS IN LANCASTER)
COUNTY, AS PROVIDED IN ATTACHMENT)
"A," AND RESCINDING COUNTY)
RESOLUTION NO. R-02-31)

WHEREAS, pursuant to Neb. Rev. Stat. §23-174.10 (Reissue 2012), the Lancaster County Board of Commissioners adopted procedures for the regulation of on-site wastewater treatment systems in Lancaster County on April 2, 2002, under County Resolution No. 02-31 and on October 15, 2013, under County Resolution No. R-13-0062; and

WHEREAS, the Lincoln-Lancaster County Health Department has recommended various amendments to the procedures for regulating on-site wastewater treatment permits, as provided in Attachment "A," attached hereto and incorporated by this reference; and

WHEREAS, the Lincoln-Lancaster County Health Department has recommended rescinding County Resolution R-02-31, Design Standards for the Regulation of Onsite Wastewater Treatment Systems in Lancaster County, as Attachment "A," incorporates the Nebraska Department of Environmental Quality (NDEQ) Title 124 – Rules and Regulations for the Design, Operation and Maintenance of Onsite Wastewater Treatment Systems; and

WHEREAS, on January 13, 2015, the Board of Commissioners of Lancaster County, Nebraska, conducted a public hearing regarding the adoption of the amendments to County Resolution No. R-13-0062, Regulating On-Site Wastewater Treatment Systems, as provided in Attachment "A"; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, the amendments to County Resolution No. R-13-0062, Regulating On-Site Wastewater Treatment Systems, as provided in Attachment "A," are hereby adopted, and shall become effective January 13, 2015.

BE IT FURTHER RESOLVED, by the Board of County Commissioners of Lancaster County that County Resolution No. R-02-31, Design Standards for the Regulation of Onsite Wastewater Treatment Systems in Lancaster County is hereby rescinded.

BE IT FURTHER RESOLVED that a copy of this resolution be placed on file in the office of the County Clerk.

DATED this 13 day of January, 2015, in the County-City Building, Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COUNTY
COMMISSIONERS OF
LANCASTER COUNTY, NEBRASKA

Todd Watson
Debra Schaefer
Ann Blum
Bill Aleny
Hudkins Absent

APPROVED AS TO FORM
this 13 day of
January, 2015.

James Behrus
Deputy County Attorney
for JOE KELLY
Lancaster County Attorney

REGULATING ON-SITE WASTEWATER TREATMENT SYSTEMS

The procedures outline herein define and regulate on-site wastewater treatment systems within the unincorporated areas in Lancaster County outside of the incorporated cities and villages and their jurisdictional areas, requiring maintenance and operation of individual sewage disposal systems; authorizing the issuance of permits and certificates; and to repeal any previous resolution or section thereof in conflict herewith; providing for penalties for violations and declaring an emergency.

Section I. PURPOSE

The Board of County Commissioners finds that properly planned, constructed, installed, operated and maintained on-site wastewater treatment systems:

- A. Promote the health and welfare of the citizens of Lancaster County by preventing the pollution of ground and surface water;
- B. Prevent nuisance;
- C. Eliminate hazards to the public health by minimizing pollution of water supplies and hazards to recreational areas; and
- D. Minimize disease transmission potential.

It is, therefore, declared to be the public policy of Lancaster County to eliminate and prevent health and safety hazards by regulating the design, construction, installation, operation, and maintenance of on-site wastewater treatment systems, requiring registration of those who clean systems and dispose of wastes therefrom; and providing penalties for violations

Section II. DEFINITIONS

CERTIFIED PROFESSIONAL shall mean a private onsite wastewater treatment system professional certified under the Nebraska Private Onsite Wastewater Treatment System Contractors Certification and System Registration Act to perform the tasks defined in Nebraska Title 124, Chapter 20, for which the certification has been issued.

CHEMICAL TOILET shall mean a portable structure containing toilet facilities which discharge into a holding tank containing bactericidal liquid.

CLEANER shall mean a person who removes and transports for disposal the contents, including sludge and septage, from on-site wastewater treatment systems, wastewater lagoons, or wastewater works as defined hereinafter or who hauls special or industrial wastes of a liquid nature or of a nature that it can be pumped.

COMMUNITY SEWAGE SYSTEM shall mean a wastewater works.

COUNTY shall mean the County of Lancaster, Nebraska

DEPARTMENT shall mean the Lincoln-Lancaster County Health Department ~~hereinafter referred to as LLCHD.~~

DEVELOPMENT AREA shall mean an area of land subdivided into lots where an on-site wastewater treatment system will be used. Such subdivision shall include the dividing of an area of land into smaller areas to be sold, transferred, leased, rented, or allowed to be used for the purpose of constructing or locating a dwelling, ~~establishment, or other development feature~~ or non-dwelling facility that generates wastewater.

DOMESTIC WASTEWATER ~~or DOMESTIC WASTEWATER~~ shall mean human body waste and household type wastes including bath and toilet wastes, laundry wastes, kitchen wastes, and other similar wastes from a dwellings and establishments, or a non-dwelling facility. Domestic Waste or wastewater does not include drainage from roofs; footing or foundation drains; process waste from any industrial, agricultural, or commercial establishment; automotive or industrial chemicals or petroleum products; kitchen waste or wastewater from a restaurant or food preparation facility; water carrying animal waste or commercial process water or wastewater; or similar waste.

GROUND WATER shall mean water occurring beneath the surface of the ground that fills available openings in rock or soil materials such that they may be considered saturated.

HEALTH DIRECTOR shall mean the Director of Health of the Lincoln-Lancaster County Health Department or his or her authorized representative.

INDUSTRIAL WASTES shall mean wastewater not otherwise defined as domestic wastewater, including the runoff and leachate from areas that received pollutants associated with industrial or commercial storage, handling or processing.

INSPECTOR ~~shall mean a certified professional holding a certificate issued by the Nebraska Department of Environmental Quality in the category of Inspector Specialist and is validly registered as an Inspector, pursuant to Section IX.~~

JOURNEYMAN INSTALLER ~~shall mean any person who is a certified professional holding a certificate issued by the Nebraska Department of Environmental Quality in the category of Journeyman Installer and is validly registered as a Journeyman Installer, pursuant to Section IX and who is employed by and works under the general supervision of a Master Installer.~~

LAYOUT SPECIALIST ~~shall mean a certified professional holding a certificate issued by the Nebraska Department of Environmental Quality in the category of Layout Specialist and is validly registered as a Layout Specialist, pursuant to Section IX.~~

LOT shall have the same definition of the term "lot, buildable" as set forth in the "Revised Zoning Resolution of Lancaster County Article 2 Definitions Section 231."

~~**MASTER INSTALLER** shall mean any person who is a certified professional holding a certificate issued by the Nebraska Department of Environmental Quality in the category of Master Installer and is validly registered as a Master Installer, pursuant to Section IX.~~

NON-STANDARD ON-SITE WASTEWATER TREATMENT SYSTEM shall mean a system which does not meet the requirements of design standards adopted pursuant to this chapter or generates over 1,000 gallons per day.

~~**ON-SITE WASTEWATER TREATMENT SYSTEM** shall mean any system of piping, treatment devices, or other appurtenances that convey, store, treat, or dispose of domestic or non-domestic wastewater, but not including wastewater from a livestock waste control facility, on the property where it originates, or on nearby property under the control of the user, where the system is not connected to a wastewater works, public sewer system. All systems are limited to a maximum size of 1000 gallons per day to be considered an on-site wastewater treatment system. An onsite wastewater treatment system begins at the end of the building drain. A system using a lagoon is limited to a maximum design flow of 1,000 gallons per day to be considered an onsite wastewater treatment system. The word "onsite" used in this resolution is equivalent to the word "on-site".~~

PERSON shall mean an individual, firm, partnership, company, corporation, trustee, association, organization, or other public or private entity.

PRIVY OR EARTH PIT PRIVY shall mean a device or structure for the disposal of human excreta in a pit in the earth; the pit is covered by a structure affording privacy and shelter and containing a riser and seat.

~~**PROFESSIONAL ENGINEER** shall mean a person licensed by the State of Nebraska as a Professional Engineer.~~

~~**REGISTERED ENVIRONMENTAL HEALTH SPECIALIST** shall mean a person who has the educational requirements and experience in the field of environmental sanitation required by Nebraska Revised Statutes 71-3703 and is registered with the Nebraska Board of Registration for Environmental Health Specialists in accordance with Nebraska Revised Statutes 71-3702 through 71-3715.~~

REPAIR shall mean the correction of a mechanical, electrical, or minor structural defect in an existing onsite wastewater system component such as, but not limited to, sealing a crack in a tank lid, repairing or replacing a tank baffle or access manhole riser, repairing or replacing a pump or electrical switch, leveling a distribution box, replacing a building sewer pipe, or replacing a cracked pipe between the septic tank and soil absorption system. Repair does not include replacement, reconstruction or modification of a tank or soil absorption system; extension or enlargement of a soil absorption component and system; replacement of a distribution pipe; or repair or replacement of a metal or concrete block tank.

SEPTAGE shall mean those solids and liquids removed during periodic cleaning of a septic tank.

~~**SEPTIC TANK** shall mean a watertight covered receptacle designed and constructed to receive wastewater from a building sewer, separate solids from liquids, digest organic matter, store digested solids through a period of detention, and allow the clarified liquid to discharge to a soil absorption system or other approved system.~~

~~**SITE EVALUATOR** shall mean a certified professional holding a certificate issued by the Nebraska Department of Environmental Quality in the category of Site Evaluator Specialist and is validly registered as a Site Evaluator, pursuant to Section IX.~~

~~**SOIL EVALUATOR** shall mean a certified professional holding a certificate issued by the Nebraska Department of Environmental Quality in the category of Soil Evaluator Specialist and is validly registered as a Soil Evaluator, pursuant to Section IX.~~

SLUDGE shall mean the accumulated settled solids deposited from wastewater and containing water to form a semi-liquid mass.

STANDARD ON-SITE WASTEWATER TREATMENT SYSTEM shall mean a system which meets the requirements of this resolution and ~~design standards~~ and regulations adopted pursuant to this resolution.

TANK shall mean a watertight structure or container used to hold wastewater for such purposes as aeration, dilution, disinfection, equalization, mixing, sedimentation, storage, collection for transport, treatment, or addition of chemicals.

THREE-MILE ZONE shall mean that area within three miles of the corporate limits of the City of Lincoln.

WASTEWATER LAGOON shall mean a shallow body of water in which organic wastes are decomposed by bacteria in the presence of free oxygen and which meets the requirements of this resolution and standards and regulations adopted pursuant to this resolution.

WASTEWATER WORKS shall mean facilities for collecting, transporting, pumping and treating wastewater and the disposal of treated effluent and sludges.

WATERS OF THE STATE shall mean all waters within the jurisdiction of this state, including all streams, lakes, ponds, impounding reservoirs, marshes, wetlands, water courses, waterways, wells, springs, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground natural or artificial, public or private, situated wholly or partly within or bordering upon the state.

Section III. REQUIREMENTS FOR ON-SITE WASTEWATER TREATMENT SYSTEMS.

Minimum requirements are hereby prescribed in this resolution together with ~~design~~ standards and regulations adopted pursuant to this resolution governing the design, construction, installation, operation, and maintenance of on-site wastewater treatment systems. All standards

and regulations for the design, operation and maintenance of on-site wastewater treatment systems referred to herein shall be adopted and amended by the County Board by resolution, filed with the County Clerk. Except as hereinafter provided by specific amendment, the standards and regulations set forth in Neb. Rev. Stat. §§ 81-1505(8), and Nebraska Department of Environmental Quality, Title 124 Rules and Regulations For The Design, Operation and Maintenance of Onsite Wastewater Treatment Systems chapter 1, chapters 5 through 19, and chapter 20 sections 001 to 006, as amended from time to time, are hereby adopted by reference and incorporated into this resolution. No person shall construct an on-site wastewater treatment system on a property which is less than three (3) acres in size. No person shall construct, alter, extend, operate, or clean any on-site wastewater treatment system within the County of Lancaster contrary to the provisions of this resolution or design standards adopted pursuant to this resolution; no privies shall be constructed or installed for use after the effective date of the ordinance codified in this resolution. Any on-site wastewater treatment system that does not conform to the requirements of this resolution and design standards adopted pursuant to this resolution shall be designed by a Registered Master Installer or Professional Engineer (P.E.) licensed in the State of Nebraska as defined by the Title 124 of the Nebraska Administrative Code.

Section IV. ON-SITE WASTEWATER TREATMENT SYSTEMS; CONSTRUCTION PERMIT; ALTERATION PERMIT.

No person shall construct a new on-site wastewater treatment system or cause the same to be done without an on-site wastewater treatment system construction permit issued by the Health Director, ~~to the owner or lessee of the lot on which the work is to be done, and on the condition that he be responsible for all of the labor in connection with the job.~~ No person shall resize or alter the dike of a lagoon, replace tanks, soil absorption, infiltrative or evaporative systems, or extend the laterals to an existing system or cause the same to be done without an on-site wastewater treatment system alteration repair permit issued by the Health Director, ~~to the owner or lessee of the lot property on which the work is to be done.~~ ~~A repair permit is not needed to repair existing structural components, including distribution boxes, mechanical devices, pumps, blowers and electrical equipment.~~ An alteration permit shall not be required for a repair as defined in this resolution.

- A. Application for a permit to construct or alter repair an on-site wastewater treatment system shall be submitted to the Health Director on forms furnished by the Health Director and shall include information as required by Section 4 of the Design Standards, information specified in the application form, and any other necessary information to determine whether the construction, alteration, or extension will conform to the provisions of this resolution and the design standards adopted pursuant to this resolution. The application shall include evidence to demonstrate to the satisfaction of the Health Director that there is no community sewer (wastewater works) or other part of the community sewage system within 300 feet of such building or premises into which the sewage can be discharged.
- B. When, upon review of the application, the Health Director determines that the proposed design meets the requirements of this chapter and all applicable fees have been paid, a written construction or alteration repair permit shall be issued.

- C. The on-site wastewater treatment system must be constructed according to the Health Director approved design.
- D. When, upon review of the application, the Health Director determines the proposed design does not meet the requirements of this resolution, or soil or geological conditions are such as to preclude safe and proper operation of the desired installation or installations, a construction or alteration repair permit shall be denied.
- E. A construction or alteration repair permit shall be valid for one year after the date of issuance. A construction or alteration repair permit can be extended for a period of six months with the payment of applicable fees.

Section V. REQUIREMENTS FOR CERTIFICATION TO CONSTRUCT ON-SITE WASTEWATER TREATMENT SYSTEM.

~~After October 1, 2002, it shall be unlawful for any person other than a registered Master Installer or a registered Journeyman Installer to construct any on-site wastewater treatment system or similar waste treatment, holding, or disposal facility; or replace tanks, soil absorption, infiltrative or evaporative systems; to cause the same to be done. No such work shall be performed unless a registered Master Installer or Journeyman Installer is present on-site. No person other than a Certified Professional or a person under their direct supervision who holds a valid registration certificate issued by the Health Director may engage in the inspection, pumping, siting, layout, construction, reconstruction, alteration, modification, closure or otherwise changing of an onsite wastewater treatment system~~

Section VI. RESERVED

Section VII. REGISTRATION OF CERTIFIED PROFESSIONALS; APPLICATION.

~~After October 1, 2002, Application for a certificate of registration of a Master Installer, Journeyman Installer, Inspector, Layout Specialist, Site Evaluator, or Soil Evaluator Certified Professional shall be made to the Health Director on forms furnished by the Health Director for such purpose. Such forms shall require the name, address, business address, daytime phone number of the applicant, which certificate of registration the applicant is applying for, and such other relevant information as may be required by the Health Director. The applicant shall complete the required forms.~~

Section VIII. REGISTRATION OF CERTIFIED PROFESSIONALS; REQUIREMENTS.

- A. Before a registration certificate shall be issued, the applicant, ~~after October 1, 2002,~~ shall be required to satisfactorily complete a training and testing program approved by the Health Director to determine their qualifications and fitness for executing the work ~~necessary for to be performed by a Master Installer, Journeyman Installer, Inspector, Layout Specialist, Site Evaluator, or Soil Evaluator. Certified Professional.~~ The Health Director shall issue a registration certificate if:
 - 1. The applicant has properly completed the required application forms;

2. The registration fee has been paid pursuant to Section XIII;
 3. The training and testing program has been satisfactorily completed;
 4. The applicant agrees to update all pertinent registration data as it changes, including applicant's address, business address, daytime phone number, and such other information as the Health Director requires.
- B. Once issued, said registration certificate shall ~~remain in force~~ be valid for two years from its date of issue, except that the certificate may be revoked as provided for in Section IX.

Section IX. CERTIFICATION OF REGISTRATION; REVOCATION.

- A. The Health Director, after conducting a hearing as herein provided, shall have the power to revoke the certificate of registration of a ~~Master Installer, Journeyman Installer, Inspector, Layout Specialist, Site Evaluator, or Soil Evaluator~~ Certified Professional registered pursuant to this title if the same was obtained by error or fraud, or if the holder thereof is shown to be no longer qualified, or if such holder fails to comply with the provisions of law.
- B. Where the Health Director has reason to believe a revocation of a ~~registered~~ Certified Professional's ~~Master Installer, Journeyman Installer, Inspector, Layout Specialist, Site Evaluator, or Soil Evaluator~~ certificate of registration is warranted, the Health Director may serve written notice as follows:
1. By personal service to the ~~registrant installer~~ Certified Professional, or
 2. By certified mail, postage prepaid, return receipt requested to the ~~registrant's~~ Certified Professional's last known business address.
- C. The person making personal service may provide a written declaration under penalty of perjury identifying the person served and the time, date and manner of service as proof of service.
- D. The notice shall set forth a time, place and date for said hearing before the Health Director and shall identify the facts alleged to constitute revocation of the certificate of registration.
- E. The Health Director shall conduct hearings within ten days of the date of notice.
- F. The Health Director may appoint a suitable hearing officer to hear the matter. Such hearing officer shall make recommendations based on the evidence adduced at the hearing for the Health Director's final determination of the matter.
- G. The hearing need not be conducted according to the technical rules of evidence relating to evidence and witnesses. At such hearing, the Health Director and all parties concerned may:
1. Call and examine witnesses on any matter relevant to the issues of the hearing;
 2. Introduce documentary and physical evidence;

3. Cross-examine opposing witnesses on any matters relevant to the issues of the hearing; and
4. Rebut evidence.

The Health Director shall, within ten days after the hearing, render a final written decision, setting forth his or her findings and conclusions. If a certificate is revoked, holder of the same shall not apply for a new registration until one year after the date of such revocation. Decisions of the Health Director are final and may be appealed to the District Court as provided by state law.

Section X. INSPECTIONS.

It shall be the duty of the ~~holder of a permit issued pursuant to Section IV Certified Professional~~ acting as a representative of the property owner to notify the Health Director when the installation is ready for inspection. The Health Director may make inspections during construction to determine compliance with this resolution. No part of any installation shall be covered until inspected or given final written approval by the Health Director. If any part of an installation has been covered prior to final approval, the Health Director may order it uncovered or require probing, excavation, or any other reasonable action necessary to assure the system meets the requirements of this resolution. Final written approval of the system as constructed, ~~or altered, or repaired~~ shall not be given until all pertinent data required has been submitted

Section XI. RESERVED ANNUAL OPERATING PERMIT FOR NON-STANDARD ON-SITE WASTEWATER SYSTEM.

~~No person shall operate or utilize a non-standard on-site wastewater system without first obtaining an operating permit for each non-standard on-site wastewater treatment system. Applications for the operating permit shall be submitted to the Health Director on forms furnished by the Health Director and shall include a signed written assurance from the owner that the system is in proper operating condition, and shall be accompanied with payment of the annual operating fee. Upon receipt and review of applications submitted in the proper form and with all pertinent information as determined by the Health Director, and payment of the fee, the Health Director shall cause an operating permit to be issued to the applicant.~~

Section XII. CLEANER'S AND LIQUID WASTE HAULER'S PERMIT.

No person shall engage in the business or the act of cleaning on-site wastewater treatment systems or similar waste facilities and community sewage systems, or hauling and disposing of the waste therefrom without a permit issued by the Health Director as provided below. In addition, no person shall engage in the business or the act of hauling or disposing of any liquid waste or waste of a nature that it can be pumped, including industrial wastes and wastewater, industrial wastewater, or special waste without a permit issued by the Health Director. Any permit issued pursuant to this section shall not be transferable, shall be issued on an annual basis (all such permits expire on May 31 of each year) and shall remain in force upon payment of the annual fee so long as the registrant complies with the applicable requirements of this resolution. Any person may file an application for a permit under this section with the Health Director in writing upon forms provided for that purpose by the County. The Health Director shall issue such permit upon the completion and filing of such forms at the Health Department and upon

compliance by the applicant with the terms and conditions of this section and any other applicable law. Failure of the registrant to comply with all the applicable requirements of this resolution shall be sufficient grounds for revocation or denial of such permit by the Health Director. No permit shall be granted to any such applicant until such applicant shall execute and file with the County Clerk a bond in the sum of \$500.00 with one or more sufficient sureties thereon to be approved by the County Attorney, which bond indemnifies and saves harmless the county from any damage or injury due to any act of such applicant. At all times the permittee shall act in accordance with the following requirements:

- A. The name, address and permit number of the permittee shall be legibly lettered with not less than three-inch high letters on the cab doors on both sides of each vehicle used for permitted purposes.
- B. Every vehicle used in conjunction with the activities for which a permit has been issued shall be suitably equipped for the safe transport and disposal of the applicable waste. Tank trucks or vehicles shall be equipped with a completely enclosed watertight tank or body and be maintained in a clean, well-painted, and sanitary condition and stored, when not in use, in a building provided for that purpose. Sewage wastes shall not be transported in an open-body vehicle. All tanks on vehicles shall be cleaned immediately following each use.
- C. All tanks, pumps, hose lines, containers, and other appurtenances shall be maintained and secured at all times so as to prevent rupture, damage, or leakage.
- D. The permittee shall obtain approval from the Health Director for every site at which the permittee plans to dispose of the waste material collected. Such approval may be in the form of a valid special waste permit. Waste material collected by the permittee shall not be discharged into ditches, watercourses, lakes, ponds, or at any point where it can pollute any water supply, recreation area, or where it may create a nuisance or health hazard.

Any person authorized by Lancaster County to engage in activities otherwise requiring a permit under this section shall not be required to obtain a separate permit.

Section XIII. FEES.

SCHEDULE OF COSTS FOR SEPTEMBER 1, 2014 TO AUGUST 31, 2015

The following fees for permits are required:

- A. On-site wastewater treatment system construction permit fee

Standard System	\$375.00
Non-standard System	\$540.00
- B. On-site wastewater treatment system ~~repair~~ alteration permit fee \$205.00
- C. Cleaner's permit (annual) \$420.00
 This permit is issued on an annual basis, expires on May 31 of each year, and is renewable on payment of the annual fee and demonstrated compliance with the requirements of this resolution.
- D. Any person who secures a registration certificate pursuant to this resolution, including the following:

Certified Professional	\$35.00
1. Master Installer	
2. Journeyman Installer	
3. Inspector	
4. Soil Evaluator	
5. Multiple category	
E. Permit Extension Fee.....	\$110.00
F. Variance Fee.....	\$205.00
G. Reinstatement Fee	\$205.00
H. Development area review fees	
A base fee and a per lot fee shall be paid for Health Director review of any development area as follows:	
Base Fee	\$375.00
Per Lot Fee	\$30.00
Maximum combined base fee and per lot fee.....	\$1,270.00
I. All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund. No fees will be refunded	

SCHEDULE OF COSTS FOR SEPTEMBER 1, 2015 TO AUGUST 31, 2016

The following fees for permits are required:

A. On-site wastewater treatment system construction permit fee	
Standard System	\$385.00
B. On-site wastewater treatment system repair permit fee	\$210.00
C. Cleaner's permit (annual).....	\$430.00
This permit is issued on an annual basis, expires on May 31 of each year, and is renewable on payment of the annual fee and demonstrated compliance with the requirements of this resolution.	
D. Any person who secures a registration certificate pursuant to this resolution, including the following:	
Certified Professional	\$35.00
E. Permit Extension Fee.....	\$110.00
F. Variance Fee.....	\$210.00
G. Reinstatement Fee	\$210.00
H. Development area review fees	
A base fee and a per lot fee shall be paid for Health Director review of any development area as follows:	
Base Fee	\$385.00
Per Lot Fee	\$30.00
Maximum combined base fee and per lot fee.....	\$1,305.00
I. All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund.	

Section XIV. GENERAL PROVISIONS.

- A. Sewage from any building or premises shall be discharged directly into the community ~~sewerage~~ sewage system when the system is available and within 300 feet from the building or premises measured along a street, alley, or easement to the encasement of the

sewer system. Availability shall be determined by the community sewage system owner or operator.

- B. When the conditions of “A” above do not exist, an on-site wastewater treatment system, except privies and the restricted use of chemical toilets, may be used.
- C. Whenever conditions change and the conditions of “A” above can be met, an on-site wastewater treatment system existing at that time shall be abandoned and the building or premises served shall discharge its sewage directly into the community sewage system; such connection to the community ~~sewerage~~ sewage system shall be accomplished in compliance with the applicable plumbing regulations, and shall be completed within six months of the day the community sewage system becomes available.
- D. Any person who abandons or discontinues the use of an on-site wastewater treatment system shall, within thirty days of the abandonment or discontinuance of use, have the contents of tanks or pits or such systems removed and disposed of in compliance with Section 17 of the design standards adopted pursuant to this resolution. Any part of a discontinued system shall be abandoned in such a manner as not to create a health or safety hazard

Section XV. DESIGN STANDARDS AND REGULATIONS.

All ~~On~~-site wastewater treatment systems shall be constructed, altered or repaired in conformance with this resolution and the design standards and regulations adopted pursuant to this resolution governing the design ~~standards~~, construction, operation, and maintenance of on-site wastewater treatment systems.

Section XVI. CHEMICAL TOILETS.

Chemical toilets may be used only on a temporary basis under the following conditions or circumstances: when water-carriage systems are not available (such as construction projects, emergencies, or similar situations), and where there is no prohibitive ordinance or resolution.

When permitted, chemical toilets shall comply with the following constructional and operational details:

A. CONSTRUCTION DETAILS.

1. Provide a leakproof receiving tank of acid-resisting material with an opening easily accessible for cleaning.
2. The bowl must be constructed of nonabsorbent material and be sufficiently elevated above the receiving basin.
3. The tank and bowl shall be vented with at least a three-inch pipe, extending above the roof line of the superstructure.

B. OPERATIONAL DETAILS.

1. The facility shall be maintained in a sanitary condition so as not to create a health hazard or nuisance.
2. The tank shall be recharged at proper intervals, with chemicals of a bactericidal nature and concentration.
3. Contents of the chemical toilet shall be removed as often as may be required or whenever the contents are within six inches of the underside of the floor.
4. Chemical toilet waste shall be disposed of in compliance with Section VII of this resolution. Only persons holding a cleaner's registration certificate pursuant to this resolution shall be allowed to collect and transport chemical toilet waste.

Section XVII. NON-STANDARD ON-SITE WASTEWATER TREATMENT SYSTEMS.

Other types of on-site wastewater treatment systems which do not meet the requirements of this resolution or the design standards adopted pursuant to this resolution, or which generate over 1,000 gallons per day, shall be reviewed and approved or disapproved by the Health Director, ~~on a separate basis. Such systems must be designed by a Professional Engineer licensed in the State of Nebraska.~~ Information describing such other types of on-site wastewater treatment systems shall be submitted on application forms with all information as required in Section IV, and any additional information the Health Director deems necessary to determine if the on-site wastewater treatment system will treat sewage adequately to protect the public's health and safety, prevent nuisance conditions, and prevent pollution of air, land and waters of the state. ~~When additional information is provided or requested, three sets shall be submitted to the Health Director including stamped and signed drawings.~~ The non-standard on-site wastewater treatment system shall be constructed according to the Health Director approved design. The Health Director may require, as a condition of approval, groundwater monitoring for any on-site wastewater treatment system if there is a significant potential for groundwater pollution. The Health Director may require, as a condition of approval, an operation and maintenance manual to insure proper operation of the on-site wastewater treatment system. The ~~permittee~~ property owner shall operate and maintain his/her on-site wastewater treatment system in compliance with this resolution and design standards adopted pursuant to this resolution. Fees shall be assessed as provided for in Section XIII.

Section XVIII. OPERATION AND MAINTENANCE OF ON-SITE WASTEWATER TREATMENT SYSTEMS.

~~All standard and non-standard~~ On-site wastewater treatment systems shall be operated and maintained so as not to create a nuisance or a health hazard and not to pollute air, land, or water, including but not limited to the following: the emission of offensive odors, pollution of water supplies and recreational areas, pollution of groundwater, surface waters, or waters of the state, affording access to untreated sewage by insects, rodents, or humans; the unregulated discharge of sewage onto the ground surface. Any person responsible for violation of the conditions described herein shall be subject to the penalties hereinafter set forth.

Section XIX. INSPECTIONS AND ENFORCEMENT.

The Health Director is hereby authorized and directed to make such inspections as are necessary to determine satisfactory compliance with this resolution and the design standards adopted pursuant to this resolution.

Upon presentation of proper credentials issued by the Board of County Commissioners, the Health Director may enter at reasonable times any building, structure, or premises in Lancaster County to determine compliance with the requirements of this resolution, and it shall be unlawful for any owner or occupier of the premises or person in charge of the premises to deny right of entry to the Health Director to make such inspection.

Whenever the Health Director has reasonable grounds for believing that there has been a violation of this resolution or the design standards adopted pursuant to this resolution, the Health Director shall give written notice to the person or persons alleged to be in violation. Such notice shall identify the provision of this resolution alleged to be violated and the facts alleged to constitute such violation. Should such violation create a nuisance or a health hazard, the Health Director may cause abatement of such conditions in accord with County Resolution 4308.

Section XX. VARIANCE.

~~Whenever it has been demonstrated to the Health Director that compliance with this resolution cannot be effectively and promptly made, the Health Director may grant a variance as provided in Section 3 of the design standards adopted pursuant to this resolution and after payment of applicable fees.~~

Any person who owns or is in control of any on-site wastewater treatment system or property on which an on-site wastewater treatment system exists or is proposed may apply to the Health Director for a variance from regulations and standards. Such variance request must be accompanied by the appropriate fee. The Director may grant such variance if he or she finds that:

- A. The proposed variance will not substantially reduce the capability or capacity of the on-site wastewater treatment system to treat sewage;
- B. The discharges occurring or proposed to occur do not (or will not) pose an imminent or substantial risk to public health or safety or create or contribute to pollution of air, land or water; and
- C. Compliance with the regulations and standards from which variance is sought would produce serious hardship without equal or greater benefits to the public.

Section XXI. STOP ORDERS.

Whenever any on-site wastewater treatment system is being installed, replaced, extended or repaired contrary to the provisions of this resolution or design standards, the Health Director shall order the work stopped by notice served on any person or persons engaged in the doing or causing such work to be done, and any such work shall forthwith stop until the Health Director has authorized the work to proceed again.

Section XXII. REVOCATION OR SUSPENSION OF PERMIT.

Any permit granted under this resolution shall be subject to revocation or suspension in the following manner:

- A. The Health Director shall notify the property owner as provided in Section XXVI.

- B. If the Health Director determines that the permit holder is in violation of this resolution or design standards adopted pursuant to this resolution, the Health Director may revoke the permit or the Health Director may suspend the permit for an appropriate period of time not to exceed ninety days.
- C. The Health Director shall conduct the hearing in accordance with Section XXIII.

Section XXIII. ENFORCEMENT HEARINGS.

- A. Unless this resolution provides otherwise, the Health Director shall conduct hearings allowed or required under this resolution as soon as practicable, but in no event later than:
 - 1. Three (3) working days after a request for hearing under Section XXIV; or
 - 2. Ten (10) working days after any other request.
- B. The Health Director may appoint a suitable hearing officer to hear the matter. Such hearing officer shall make recommendations based on the evidence adduced at the hearing for the Health Director's final determination of the matter.
- C. The hearing need not be conducted according to the technical rules relating to evidence and witnesses. The person requesting the hearing and the Health Director may:
 - 1. Call and examine witnesses on any matter relevant to the issues of the hearing;
 - 2. Introduce documentary and physical evidence;
 - 3. Cross examine opposing witnesses on any matter relevant to the issues of the hearing; and
 - 4. Rebut evidence.
- D. The Health Director may uphold, reverse, or modify the act or findings prompting the request or the Health Director may take such other reasonable action as the Health Director may determine proper related to the request.
- E. The Health Director shall make a final determination within ten (10) days after the hearing.
- F. The Health Director's decision shall be final and binding upon the County and upon the person making the request. The Health Director's decision may be appealed to the district court as provided by state law.

Section XXIV. IMMEDIATE SUSPENSION.

- A. The Health Director may suspend any permit issued under this resolution if the Health Director finds that a permit holder, installer, or other person in charge of constructing or operating an on-site wastewater treatment system is in serious violation of this chapter or permit conditions approved by the Health Director whereby such violation causes an imminent health hazard.

- B. The Health Director shall provide the notice required in Section XXVI. The suspension shall be effective immediately upon notice and the period of time shall not exceed 90 days.
- C. It shall be unlawful to operate or cause, permit or allow any permitted operations under a suspended permit after service upon the permit holder.

Section XXV. APPLICATION FOR REINSTATEMENT AFTER SUSPENSION.

- A. Any person whose permit has been suspended may apply for reinstatement of such permit. The application shall include a statement signed by the applicant that the conditions causing suspension of the permit have been corrected.
- B. The Health Director shall inspect or review the application as for a new permit except that the Health Director shall make the inspection within three working days after receiving the application for reinstatement and the applicable fees.
- C. The Health Director shall reissue the permit if the conditions causing suspension of the permit have been corrected. The permit shall be reinstated upon payment of any reinstatement fee provided in this resolution.
- D. Actions for reinstatement, hearing, or appeal shall not stay or delay the suspension provided in this section in any manner.

Section XXVI. NOTICE; SERVICE.

- A. The Health Director may serve notice authorized or required by this resolution as follows:
 - 1. By personal service to the permit holder, installer, or other person in charge of the on-site wastewater treatment system; or
 - 2. By certified mail, postage prepaid, return receipt requested to the permit holder's or permittee's last known address.
- B. The person making personal service may provide a written declaration under penalty of perjury identifying the person served and the time, date, and manner of service as proof of service.
- C. If the service is to a person other than the permit holder, the Health Director may send a copy of the notice to the permit holder by certified mail. The copy is not required as a part of the notice, and receipt of the copy does not affect the notice.
- D. The notice shall set forth a time, place and date for said hearing before the Health Director and shall identify the provisions of this resolution, design standard or permit condition alleged to be violated and the facts alleged to constitute such violation.

Section XXVII. APPEAL.

- A. Any person whose application for a permit under this resolution has been denied shall be notified in writing as to the reasons for denial and such person may within ten working days after official notification of such action file a written request for a hearing before the Health Director. Such hearing shall be held within ten working days after the receipt of the request by the Health Director and upon reasonable notice to the applicant. The Health Director shall affirm, modify, or revoke the denial, or issue the permit on the basis of the evidence presented at the hearing.

- B. Any person aggrieved by any final decision of the Health Director in the administration or enforcement of this chapter may appeal such decision to the district court as provided by state law.

Section XXVIII. PENALTY.

Any person who is found to have violated any provision of this resolution or any design standard adopted in County Resolution No. 02-31 hereunder shall be subject to the penalties provided in Neb. Rev. State. 23-174 and 23-114.04 as amended. ~~a fine of no more than \$500.00, or imprisonment in the county jail for a period not to exceed six months, or both such fine and imprisonment. Each day that a violation of this chapter continues is punishable as a separate and distinct offense.~~ In addition to any penalty sought or obtained under this resolution or other applicable law, the County Attorney may institute injunctive or other appropriate civil proceedings necessary to obtain compliance or to abate any nuisance resulting from violations of this chapter.

Section XXIX. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this resolution.

Section XXX.

That all other resolutions and parts of resolutions in conflict herewith be and they are hereby replaced.

Section XXXI.

This resolution shall take effect and be in force on

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF AMENDING SECTIONS)
II AND III OF COUNTY RESOLUTION NO.)
R-15-0004, REGULATION OF ON-SITE) RESOLUTION NO. R-22-0014
WASTEWATER TREATMENT SYSTEMS IN)
LANCASTER COUNTY, AS PROVIDED IN)
ATTACHMENT "A.")

WHEREAS, pursuant to Neb. Rev. Stat. §23-174.10 (Reissue 2012), the Lancaster County Board of Commissioners adopted procedures for the regulation of on-site wastewater treatment systems in Lancaster County on January 13, 2015, under County Resolution No. 15-0004; and

WHEREAS, on January 11, 2022, the Lincoln-Lancaster County Health Department has recommended an amendment to the procedures for regulating on-site wastewater treatment permits, as provided in Attachment "A," attached hereto and incorporated by this reference; and

WHEREAS, on February 15, 2022, the Board of Commissioners of Lancaster County, Nebraska conducted a public hearing regarding the adoption of the amendments to Resolution No. R-15-0004, as provided in Attachment "A"; and

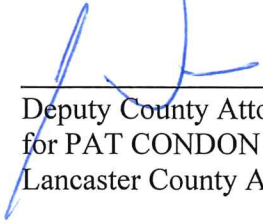
NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, the amendments to County Resolution No. R-15-0004, Regulating On-Site Wastewater Treatment Systems, as provided in Attachment "A" are hereby adopted, and shall become effective February 15, 2022.

BE IT FURTHER RESOLVED that a copy of this resolution be placed on file in the office of the County Clerk.

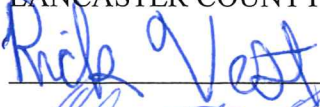
DATED this 15 day of February, 2022, in the County-City Building, Lincoln, Lancaster County, Nebraska.


BY THE BOARD OF COUNTY
COMMISSIONERS OF
LANCASTER COUNTY, NEBRASKA


APPROVED AS TO FORM
this 15th day of February, 2022.





Deputy County Attorney
for PAT CONDON
Lancaster County Attorney











Section II. DEFINITIONS.

CERTIFIED PROFESSIONAL shall mean a private onsite wastewater treatment system professional certified under the Nebraska Private Onsite Wastewater Treatment System Contractors Certification and System Registration Act to perform the tasks defined in Nebraska Title 124, Chapter 20, effective August 11, 2012, for which the certification has been issued.

Section III. REQUIREMENTS FOR ON-SITE WASTEWATER TREATMENT SYSTEMS.

Minimum requirements are hereby prescribed in this resolution together with standards and regulations adopted pursuant to this resolution governing the design, construction, installation, operation, and maintenance of on-site wastewater treatment systems. All standards and regulations for the design, operation and maintenance of on-site wastewater treatment systems referred to herein shall be filed with the County Clerk. Except as hereinafter provided by specific amendment, the standards and regulations set forth in Neb. Rev. Stat. §§ 81-1505(8), and Nebraska Department of Environmental Quality, Title 124 Rules and Regulations For The Design, Operation and Maintenance of Onsite Wastewater Treatment Systems chapter 1, chapters 5 through 19, and chapter 20 sections 001 to 006, ~~as amended from time to time~~, effective August 11, 2012 are hereby adopted by reference and incorporated into this resolution. No person shall construct an on-site wastewater treatment system on a property which is less than three (3) acres in size. No person shall construct, alter, extend, operate, or clean any on-site wastewater treatment system within the County of Lancaster contrary to the provisions of this resolution or design standards adopted pursuant to this resolution; no privies shall be constructed or installed for use after the effective date of the ordinance codified in this resolution. Any on-site wastewater treatment system that does not conform to the requirements of this resolution and design standards adopted pursuant to this resolution shall be designed by a Registered Master Installer or Professional Engineer (P.E.) licensed in the State of Nebraska as defined by Title 124 of the Nebraska Administrative Code.

Hickman ORD2023-12
Exhibit B

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF)
ESTABLISHING A SOLID) RESOLUTION NO. 4308
WASTE RESOLUTION)

WHEREAS it is hereby declared to be the public policy of Lancaster County, Nebraska, to achieve and maintain certain standards with regard to the disposal of solid waste in order to protect human health and safety, by working cooperatively with industries and individuals to prevent injury to plant, animal life and property, and to promote the public health and welfare of its inhabitants; and

WHEREAS, the need to establish solid waste regulations exists in the area of Lancaster County (except the City of Lincoln and the area over which it exercises zoning jurisdiction), and the results and effects on the public health and welfare, require adoption of a comprehensive and integrated solid waste resolution; and

WHEREAS, the County of Lancaster finds it necessary and desirable to make appropriate regulations to provide rules for the disposal and control of solid waste disposal by exercising its powers to promote the public health and welfare of its inhabitants in accordance with Neb.Rev.Stat. §,23-174.10 (Reissue 1983)

NOW, THEREFORE, BE IT RESOLVED, by the Board of the County Commissioners of Lancaster County, Nebraska, as follows:

1. Title.

This Resolution shall be known and referred to as "The Lancaster County Solid Waste Resolution of 1987."

2. Definitions. For the purpose of this Resolution, the following definitions shall prevail:
- (a) HEALTH DIRECTOR: The term "health director" shall mean the director of the Lincoln-Lancaster County Health Department or his/her duly authorized representative.
 - (b) PERSON: The term "person" shall mean and include any individual, firm, corporation, association, or partnership.
 - (c) GARBAGE: The term "Garbage" shall mean all animal, fruit, or vegetable wastes resulting from the handling, preparation, cooking, or consumption of food.
 - (d) REFUSE: The term "refuse" shall mean and include garbage as hereinbefore defines, and all sweepings, ashes, paper, cardboard, feathers, rags, glass, dishes, bottles, crockery, pans, utensils of every kind and nature, pasteboard boxes, food containers, tin cans, and any other waste matter of material not herein designated as garbage which accumulates in the conduct of a household, business establishment, shop or factory of any kind or nature.
 - (e) SOLID WASTE: The term "solid waste" shall mean all putrescible and non-putrescible wastes whether in solid or liquid form and includes garbage, scavenger matter, rubbish, ashes, refuse, fill dirt, sewage sludge, street refuse, commercial and industrial wastes, demolition debris and all used construction material, building rubbish, discarded automobile and other types of vehicle body parts or portions thereof, machinery or parts thereof, discarded home or industrial appliances, iron, steel and other old or metal scrap material, manure, human excrement, vegetable or animal solids and semi-solid wastes, hazardous waste, infectious waste, lawn waste, dead animals or parts thereof, and other discarded solid materials.
 - (f) REFUSE VEHICLE: The term "refuse vehicle" shall mean any vehicle with or without a packing unit or mechanisms used to collect, haul, or convey refuse. This shall include vehicles used to transport roll-off containers.
 - (g) AUTHORIZED PRIVATE RECEPTACLE: The term "authorized private receptacle" shall mean a litter storage and collection receptacle as required and authorized by Lancaster County.
 - (h) SOLID WASTE DISPOSAL SITES: The term "solid waste disposal site" shall mean a site, location, tract of land, area, dump, dump site, landfill or landfill site, or premises used or intended to be used for partial and/or total solid waste disposal.
 - (i) SOLID WASTE PROCESSING FACILITY: The term "solid waste processing facility" shall mean an incinerator, compost plant, transfer station, or any other location where solid wastes are physically or chemically changed, temporarily stored, or salvaged prior to being transferred to a solid waste disposal area or to a secondary materials recovery facility.
 - (j) COUNTY: The term "county" shall mean Lancaster County, Nebraska but shall not include the City of Lincoln and the area of its zoning jurisdiction or any city or village which has applicable zoning jurisdiction.
 - (k) PUBLIC PLACE: The term "public place" shall mean any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, spaces, grounds, and buildings.
 - (l) PRIVATE PROPERTY: The term "private property" shall mean any privately owned which is not a public right-of-way, street, alley, highway, park or other state, county or municipally owned property.

- (m) HAZARDOUS MATERIAL: The term "hazardous material" shall mean any substance which is flammable, corrosive, chemically reactive, radioactive or toxic including, but not limited to, petroleum products, alcohols, caustic materials, acids, pesticides, and poisons. This shall also include the container of any hazardous material as herein defined.
- (n) HEALTH AND SAFETY HAZARD: The term "health and safety hazard" shall mean any annoying, unpleasant, hazardous, obnoxious, unsafe, unhealthy, unsanitary conditions or practice causing or capable causing an unreasonable threat to the health, safety, and welfare of persons living or passing in the vicinity thereof or capable of causing a direct transmission of pathogens to one or more persons.
- (o) HAZARDOUS VEHICLE: The term "hazardous vehicle" shall mean any vehicle declared a health and safety hazardous by the health director because the vehicle has been found to be:
 - (1) A potential breeding ground or harborage for mosquitoes or other insects, mice, rats or other pests; or
 - (2) A point of heavy growth of weeds or other noxious vegetation over (12) inches in height; or
 - (3) A point of collection for stagnant water; or
 - (4) A point of concentration of gasoline, oil or other flammable or explosive materials; or
 - (5) So located that there is a danger of the vehicle falling or turning over; or
 - (6) A place in which junk, garbage, refuse or hazardous material is discarded and is present within the vehicle; or
 - (7) A source of danger for children through entrapment in areas of confinement that cannot be opened from the inside or through injury from exposed surfaces of metal, glass or other ridged materials; or
 - (8) A potential source of contamination of the soil from petroleum products being discharged from the vehicle; or
 - (9) Creating any other similar conditions or circumstances which exposes the general public to a safety or health hazard.
- (p) VEHICLE: The term "vehicle" shall mean any motor vehicle, trailer, cabin trailer, semi-trailer, truck, motorcycle, passenger car, or mobile home.
- (q) BOARD: The term "board" shall mean the Lancaster County Board of Commissioners.
- (r) LITTER: The term "litter" shall mean "garbage", "refuse", and "rubbish", as defined herein, and all other solid waste material.
- (s) LIMITED LANDFILL: The term "limited landfill" shall mean a type of operation in which only building rubbish and demolition debris are deposited by plan on a specified portion of land, and compacted by force applied by mechanical equipment and then covered with dirt or other approved material to a depth of not less than six (6) inches over individual cells of said waste material so deposited and to a depth of not less than twenty-four (24) inches over the finished landfill.

3. Disposing of Solid Waste at Unapproved Sites Prohibited.

It shall be unlawful for any person to dump, deposit, or otherwise dispose of any solid waste, hazardous waste, offensive or obnoxious substances within the County, upon any ground, premises, or place other than at a solid waste disposal site or solid waste processing facility approved by the Health Director or State of Nebraska.

4. Vehicle Loads Causing Litter

No person shall drive or move any vehicle within the County unless such vehicle is so constructed or loaded as to prevent any load, contents or litter from being blown or deposited upon any thoroughfare, roadside, ditch, watercourse or public place.

5. Owner or Occupant of Premises; Disposal of Solid Waste

It shall be unlawful for any person to cause or suffer any solid waste, hazardous waste, industrial waste, or any foul or nauseous liquors to be discharged out of or flow from any premises owned or occupied by him/her, or to be left in or thrown into, deposited, or placed upon any thoroughfare, roadside, ditch, ravine, watercourse or public place within the County.

5.5 Disposal of Hazardous Materials; Permit Required

It shall be unlawful to dispose of any hazardous material in the County without first obtaining a permit to do so from the Health Director.

6. Owner or Occupant of Premises; Disposal of Substances Liable to Become Offensive

It shall be unlawful for any person to permit or suffer any substance of the nature mentioned in Paragraph 5 which is liable to become putrid, offensive, or injurious to the public health to remain on any premises owned or occupied by him/her within the County longer than a twenty-four (24) hour period after notification by the Health Director to remove and properly dispose of said substance. Said notification shall be made in writing and personally delivered or sent by certified mail, return receipt requested.

7. Commercial and Industrial Businesses to Provide Receptacles or Containers

The owner, agent, or manager having charge of a commercial or industrial business shall furnish the same with containers or receptacles for solid waste for the purposes of receiving such wastes from his/her place of business. Such receptacles or containers shall comply with all the specification set forth in Paragraph 8 hereof.

If the commercial or industrial establishment disposes of infectious waste materials, the waste receptacle shall be provided with a locking assembly so as to maintain controlled access to the container for depositing and removing the infectious waste.

It shall be the responsibility of the owner, agent, or manager having charge of the business to provide for the collection and disposal of all solid waste generated by said establishment. Solid waste accumulated by the establishment shall be removed from the establishment premises at intervals necessary to maintain proper sanitary conditions but not less than twice a week.

8. Receptacles to be Provided for Solid Waste; Specifications

It shall be the duty of every owner, agent, or manager of rented or leased residential units and private residences in residential subdivisions or commercial and industrial property, or tenants responsible according to written agreement, to provide and maintain one or more of the following receptacles or containers for the holding of solid wastes:

- (a) Garbage can: A container or receptacle constructed of a metal treated to prevent rusting, or heavy duty plastic for garbage and refuse, of substantial construction with a matching overhanging, tight-fitted lid and provided with handles sufficient for safe and convenient handling. Such receptacles or containers shall be water-tight and fly-tight, having a capacity of not more than thirty-two (32) gallons and shall be kept in serviceable conditions at all times.
- (b) Front and/or rear-loading bulk container: A container or receptacle, constructed of 14-gauge or heavier metal treated to prevent rust, or heavy-duty rigid plastic, of water-tight construction with doors or lids opening on sides or top and constructed such that it can be emptied mechanically by special trucks. Doors and lids must be manufactured from 12-gauge or heavier metal or heavy-duty rigid plastic.
- (c) Roll-off: A metal container or receptacle, treated to prevent rust, designed for collecting, storing, and transporting building rubbish, demolition debris, or hazardous industrial waste. Those roll-offs used to collect, store, or transport refuse shall in addition be of water-tight construction or the refuse stored therein shall be stored in such a manner so as to prevent leakage of liquid wastes from the roll-off. The unit may or may not use an auxiliary stationary packing mechanism for compaction of material into container or receptacle and is picked up and transported to the disposal site by specially equipped truck.
- (d) Poly-kart, roll-out, or toter: A container or receptacle constructed of a metal frame with molecular stabilized polyethylene body, or a total unit constructed of a heavy polyethylene plastic alloy, thus being "water-tight." Such containers shall have lids so constructed as to prevent insect and rodent entry. Each container shall have at least two (2) wheels and a handle for each and safe mobility.
- (e) Plastic bags: Plastic bags shall not be used for storage of solid waste containing garbage and shall not be used in place of the aforementioned receptacles. Plastic bags may be used in the following ways:
 - (1) As a liner for garbage cans;
 - (2) to hold and contain garbage and refuse which is placed in one of the aforementioned containers;
 - (3) to hold and contain lawn wastes.

A sufficient number of containers shall be provided to store all solid waste materials prior to removal from the premises and shall be kept in a sanitary and serviceable condition. All containers used for garbage shall be kept covered or closed to prevent the entrance of insects and rodents. The location of the containers or receptacles shall be kept clean and well-maintained.

9. Depositing Refuse and Garbage: Places Prohibited; Liability of Occupant of Premises.

If any garbage or refuse is found upon any private premises other than in such container or receptacle as set forth in Paragraph 8 and a prosecution follows for such offense, it shall be presumed in such proceedings that such garbage and/or refuse was deposited there by the occupant of such premises.

10. Depositing Refuse Matter on Premises of Another.

It shall be unlawful for any person within the County to willfully, maliciously or negligently, place or throw, or cause to be placed or thrown, upon the premises of another, any filth, refuse matter or other thing, to the annoyance of the owner or occupant thereof.

11. Noxious or Offensive Use of Building or Premises.

No building or premises in any part of the County shall be used for any trade, industry, or purpose that is noxious or offensive by reason of the emission of odor, dust, smoke, gas, fumes, noise, water, spray, or other substance or residue, and that is detrimental to the public health, safety, or welfare, and the use of such building or premises for such purposes is hereby declared to constitute a public nuisance.

12. Deposit and Accumulation of Offensive Substances Prohibited.

Within the County, it shall be unlawful for any person to deposit or to permit the accumulation of any foul, decaying, or putrescent substances or other offensive matter, in or upon any lot, street, or public way, or in or upon any public or private place, to permit the overflow of any foul liquids or the escape of any gas to such an extent that the same, or any of them, shall become, or be likely to become, hazardous to health, or that the same shall by reason of offensive odors, become a source of discomfort to persons living or passing in the vicinity thereof; and such conditions and things, as aforesaid, and each and all of them are hereby declared to be a public nuisance.

13. Offensive Substances Prohibited—Notices to Remove.

- (a) It shall be the duty of every owner, lessee, tenant or occupant of any lot or parcel of ground within the County to keep said premises owned, leased, or occupied by him, free from garbage and any other offensive or unwholesome matter, and it shall be unlawful for such owner, lessee, tenant, or occupant of such lot or parcel of ground to permit, keep or maintain thereon any such condition liable to become putrid or injurious to the public health, or any such condition liable to produce disease, or which is conducive to the breeding and existence of rats, mice, flies, mosquitoes, bacteria, or any other rodents or insects. The maintenance or permitting of any of the foregoing conditions on any such lot or parcel of ground is hereby declared to be a public nuisance and shall constitute a misdemeanor punishable as hereinafter provided in this Resolution.
- (b) Whenever it shall come to the knowledge of the director of health or his agents or employees that there exists upon such lot or parcel of ground such nuisance, then and in that event said director of health or such agents or employees shall cause a notice to abate and remove said nuisance within five (5) days to be served upon the owner or his authorized agent, and upon the tenant or occupant of said premises. Said notice shall be served either

in person or by mailing such notice by certified or registered mail. If such owner, lessee, tenant or occupant shall have failed or refused to abate and remove such nuisance at the expiration of the date fixed in such notice, the director of health may cause such nuisance to be removed from such parcel or lot, and from any roads, streets, or alleys abutting thereon.

- (c) If the director of health determines that there exists upon any lot or parcel of ground the conditions described above in such a manner as to constitute an immediate nuisance and hazard to the public health and safety, he shall request the Board to declare that such an immediate public nuisance exists, and after any such declaration, the director shall cause to be issued a written notice to abate and remove such public nuisance from such lot or parcel of land within twenty-four (24) hours. Said notice shall be served by personal service upon the owner or his authorized agent, and to any tenant, lessee, or occupant of the premises. If such owner, tenant, lessee or occupant shall have failed or refused to abate and remove such nuisance at the expiration of twenty-four (24) hours from delivery of notice, the director of health shall cause such nuisance to be removed from such parcel or lot and from any, roads, streets, or alleys abutting thereon.

14. Report to the Board Assessment of Cost-Collection of Assessment.

The director of health shall, not later than the 15th day of September of each year, report to the Board on all real estate cleared of a public nuisance since September 1 of the previous year under the provisions of this Resolution, together with the costs thereof. Whereupon, the Board, after public hearing at a regular board meeting, shall by resolution assess the costs against such real estate; provided, that notice of the time of such meeting of the Board for making such assessment and for the purpose of such meeting shall be published once in a newspaper published and of general circulation in the county at least five (5) days before said meeting of the board is held, or in lieu thereof, notice may be given to the owners of such real estate by personal service thereof five (5) days before such hearing. Any such assessment, when assessed as provided in this section, shall be a lien upon such real estate from the date of assessment and shall be collected in the same manner as general taxes. Such assessment shall be delinquent after December 1 following the date of assessment and shall draw interest at the rate of seven percent (7%) per annum from said date until paid.

15. Litter Thrown by Persons in Vehicles.

No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any thoroughfare, roadside, ditch, watercourse, public space, or private property in the County.

16. Keeping of Hazardous Vehicles Unlawful; Exceptions.

It shall be unlawful for any person in charge or control of any private property within the County, whether as owner, tenant, occupant, lessee, or otherwise, to allow any hazardous vehicle, to remain on the property longer than fifteen (15) days; provided, that this section shall not apply to a vehicle in an enclosed building, a vehicle on the premises of a business enterprise operated in a lawful place and manner, when necessary to the lawful operation of such business enterprise, or a vehicle in an appropriate storage place or depository maintained in a lawful place and manner.

It shall be unlawful for the owner of any hazardous vehicle, to leave or allow said vehicle to remain on any private property within the County for more than fifteen (15) days, except as provided in the above paragraph (A) of this section.

When a vehicle is declared a health and safety hazard and found to be in violation of this Resolution, the health director shall place a notice on the vehicle citing the violation and stating that the vehicle must be removed within 15 days. The director shall also issue a written notice to the property owner and to the vehicle owner of record citing the violation and ordering that the vehicle be removed within 15 days of receipt of said notice. The notice shall be served either in person or by certified mail, return receipt requested. If the health director is unable to determine the property owner, notice shall be given by publication in a newspaper of general circulation. Notice to the vehicle owner need not be given if the vehicle does not display a license plate or does not have an identification number traceable to the owner through the Nebraska Department of Motor Vehicles.

17. Health and Safety Hazards Prohibited.

- (a) It shall be unlawful for any person, whether they be the owner, lessee, tenant or occupant of any lot or parcel of ground within the County to permit, keep, maintain, or allow to exist on any private or public property any of the following things, practices, or conditions which shall be hereby declared health and safety hazards:
- (1) Stagnant water which emits an obnoxious odor or which is a source or potential source of mosquito breeding or otherwise presents a threat to the public health, safety and welfare.
 - (2) An open pit, well, quarry, cistern, excavation or other hole that has not been safely or properly sealed or abandoned without reasonable safeguards or barriers to prevent them from being accessible to humans.
 - (3) Failure to secure areas, buildings, or places against unauthorized access where such access is an attractive nuisance to children and other humans.
 - (4) Any property, whether vacant or improved which is infested by vectors or rodents.
 - (5) Uncontrolled or uncultivated growth of weeds, brush, vines, grasses, or other vegetation which offer vector or rodent harborage, contribute noxious pollens to the atmosphere, or unreasonably interfere with the use and enjoyment of abutting public or private property.
 - (6) Any building or other structure which is in such a dilapidated condition that it is unfit for human occupancy or kept in such an unsanitary condition that it presents a threat to the public health, safety and welfare.
 - (7) Defective sewage systems in or about any structure used for human occupancy. (For the purpose of this section, "human occupancy" shall mean a place where humans reside, work, carry on recreational activities or frequent for any purpose.)
 - (8) Any condition on private property which endangers the public or neighboring individuals or their property from damage caused by falling objects.

(9) Any man-made condition or structure which is not secure from the public and could be attractive to children and which is a potential source of danger through:

- (A) entrapment in areas of confinement;
- (B) injury caused by exposed sharp or pointed metal surfaces, glass, or other rigid surfaces;
- (C) injury from falling objects or collapse of structures;
- (D) injury resulting from falls from heights greater than six feet, or;
- (E) loss of life by drowning.

(10) The improper use, storage or disposal of any hazardous material which creates a potential hazard to the public or the environment except as provided in 40 C.F.R. §262.51.

(b) The enumeration of health and safety hazards in subsection (a) of this section shall not limit the power of the health director to investigate or declare any other condition a health and safety hazard which is detrimental to health or causing an unreasonable threat to the safety and welfare of the public.

18. Permit Required for Limited Landfill.

It shall be unlawful for any person to place, deposit or dump, building rubbish or demolition debris on grounds, premises, property or land for the purpose of filling within the County without having procured a permit therefore as hereinafter provided. Filling shall be considered the placement, without significant voids, of earth, building rubbish, and demolition debris for the purpose of providing a stable raised grade of the property on which it is placed.

Application. The application for a permit shall be to the director, in writing and shall contain:

- (a) A description and plat of the land to be used for the landfill;
- (b) A description of the sequence and plan of operation;
- (c) The type and capacity of equipment to be used for operations;
- (d) Existing and proposed roadways and easements;
- (e) Existing topography and water courses, together with a diagram and written statement explaining the proposed location and extent of earthwork and fill operations – including final elevations;
- (f) Proposed measures to control storm drainage;
- (g) Estimated volumes of limited refuse and demolition debris, and trees or parts of trees, to be placed in the landfill;
- (h) Approximate date of completion;
- (i) Types of materials to be placed in the landfill;
- (j) Whether it will be a private landfill used exclusively by the applicant for his materials or a public landfill, operated by the applicant and receiving materials from others;
- (k) Days and hours of the week the landfill will be in operation;
- (l) The names and addresses of the last known owners of the property within three hundred (300) feet of the location for which a permit is requested, as shown by the county real property tax records; and

- (m) The addresses of any occupied buildings on property within three hundred (300) feet of the location for which a permit is requested.

19. Review actions Required.

The following review action shall be required of any application for a limited landfill:

- (a) Action by Health Director. Upon receipt of an application for a permit required by the provisions of this Resolution, the health director shall examine the premises of the proposed landfill site to determine whether:
 - (1) The land is suitable;
 - (2) Proposed drainage is satisfactory; and
 - (3) The granting of the permit would not create a hazard to the public health or create a nuisance.

The health director shall forward this application and his findings and recommendations to the planning department and the County Engineer for their study, findings and recommendations.

- (b) Action by County Engineer. The County Engineer shall determine the effects the operation of the limited landfill may have on roads and traffic in the County.
- (c) Action by Planning Director. The Planning Director shall determine the effects the operation of the limited landfill may have on the neighborhood and other matters pertaining to the general welfare of the County and advise the County Board as to whether public convenience and necessity will be served by granting a permit to the applicant.

20. Application to Board.

After the studies, examinations, findings and reports have been completed by the health director, planning department and County Engineer, the application for a permit required by this division shall be forwarded to the County Board with their reports and recommendations attached.

21. Hearing Required.

Upon receipt of this application for a permit required by the provisions of this Resolution, together with the required findings and recommendations attached hereto, the County Clerk shall set a hearing date, which date shall be the date of the third board meeting following the date upon which the documents are received, at which time all parties interested in the granting or denying of the limited landfill permit may appear before the Board and be heard.

22. Notice of Hearing.

The Clerk shall notify, or cause to be notified by certified mail, every occupant and owner of any building and/or property within three hundred (300) feet of the location for which a permit has been requested under the provisions of this Resolution, that a hearing thereon has been set before the Board. The notice shall state therein the date, time, place and purpose of such hearing, and shall be mailed not less than fourteen (14) days prior to the date of said hearing.

The County Clerk shall publish such notice in the official newspaper of the County not less than fourteen (14) days set for the hearing. Failure to send notice is not recorded or where an address is unknown, shall not invalidate any proceedings in connection with the application. Any other notice as may be deemed desirable and practical may be given.

23. Action by Board.

If, after consideration of all the evidence produced at the hearing, provided for by this section, the Board shall find and determine that the location of the premises for which a permit has been requested shall not constitute a hazard to the public health, general welfare, or public safety of the residents within three hundred (300) feet of such location, or to the County as a whole, the Board may order and direct the Director to issue a limited landfill permit upon receipt of the yearly permit fee and bond certificate as required in Paragraph 24 and 25 hereof, notwithstanding the provisions of the County's zoning ordinance to the contrary. In no event shall the Board order or direct the issuance of a permit until after a public hearing as herein provided or shall have been held.

24. Bond.

No permit required by the provisions of this Resolution shall be issued until the applicant shall deliver to the County a cash or corporate bond in the amount of five thousand (\$5,000.00) per acre, conditioned as follows:

- (a) That the permittee, his agents and servants, will faithfully operate the landfill for which the permit is issued in accordance with the provisions of this Resolution.
- (b) That the permittee, his agents and servants, will comply with all the terms, conditions, provisions and regulations contained in this Resolution.
- (c) That the permittee, his agents and servants, will save harmless the County from any expense incurred through the failure of the permittee, his agents and servants, to operate and maintain the limited landfill as required by this Resolution including any expense the County may be put to for correcting any condition or violation of this Resolution by the County's own labor and equipment whenever the Board determines it is necessary for the County to correct any unsanitary condition or conditions violative of this Resolution or from any damages arising out of the negligence of the permittee or his agents or servants.
- (d) Bond shall run for a period of three (3) years after the limited landfill site has been finished and brought to final grade.

The amount of the bond required may be revised annually by the Health Director to reflect any increased costs of closing the site.

25. Permit Fee.

Before any permit for a limited landfill is issued, the applicant shall pay a permit fee of one hundred dollars (\$100.00) for each acre of land or part thereof utilized as a limited landfill.

26. Term of Permit; Not Transferable.

All permits issued under this Resolution shall expire one year following the date of issuance, unless sooner revoked and no permit shall be assignable or transferable.

27. Permit Renewal.

The permit shall be automatically renewable by the applicant, unless the Director has determined violations of this Resolution have occurred and the re-issuance of the permit should be reviewed by the Board.

28. Manner of Issuance.

Whenever the Board authorized the issuance of a limited landfill permit, it shall consist of an original and duplicates. A duplicate shall be recorded in the office of the Register of Deeds and returned to the Clerk, who shall keep a permanent file of all such original permits issued. The original shall be delivered to the applicant as evidence of his authority to operate a limited landfill. The permit shall state any restrictions or limitation.

29. Regulations.

The following regulations shall be followed by any person to whom a permit is granted by the County for operation of a limited landfill, and it shall be unlawful not to follow these regulations.

- (a) When building rubbish and demolition debris exists on the site at the time the permit is issued, such building rubbish and demolition debris shall be collected, compacted and covered with dirt or other material at least two (2) feet in depth at the finished grade, or with a cover of six (6) inches over areas on which the landfilling operations will be conducted.
- (b) No waste material other than building rubbish and demolition debris and trees or part of trees or earth may be put in a limited landfill. All burning is prohibited.
- (c) No limited landfill operations shall be conducted so that fill will be placed in streambeds or other areas where water courses would be obstructed or where erosion by the stream would remove cover material.
- (d) The permittee shall provide for surface drainage on the limited landfill site which will permit the drainage of storm water within six (6) hours after the last precipitation.
- (e) The permittee shall take the necessary measures to eliminate dust on the limited landfill site. Access to the limited landfill shall be controlled by proper fencing, gates, locks and other measures approved by the Director necessary to control access.
- (f) Routes used by trucks to and from the limited landfill site shall be approved by the County Engineer.
- (g) The limited debris, trees or parts of trees, shall be spread out on the working face so that the depth does not exceed a maximum of four (4) feet prior to its compaction. Tree part shall not exceed a size that cannot be worked into the limited landfill by the equipment used for spreading and compacting the working face of the site.
- (h) The compacting and leveling equipment must traverse all of the area where building refuse and demolition debris is deposited. When the slope of a bank is too steep to traverse, then the fill must proceed from the base of the slope.
- (i) The limited landfill shall be built in cells to minimize fire hazards. At the end of the day the active faces of the limited landfill shall be covered with a minimum of six (6) inches of dirt or sand when wood or other combustibles are placed in the fill. When the fill material is made

mainly of non-combustibles and there are no voids in the fill it shall be covered with dirt or sand at least weekly or more frequently when required by the enforcing officer.

- (j) When the limited landfill has been brought up to two (2) feet of the desire grade, it shall be covered with at least twenty-four (24) inches of compacted dirt and seeded in such a manner to prevent erosion. The finally graded and seeded surface shall be maintained at final grade free from erosion and in a well seeded manner for a period of three (3) years after filling operations have been completed.
- (k) Existing top soil shall be used for cover material, when possible, by removing the dirt prior to filling and by placing this dirt directly over the completed section of the limited landfill or by stockpiling this dirt until needed. Otherwise, the source of cover material shall be designated when application for a permit is made.
- (l) No materials other than those stated on the application shall be placed in the landfill without permission from the Board, and any such improper materials shall be immediately removed at the direction of the Health Department.
- (m) Materials shall not be placed on land without using the proper filling methods, or without following the requirements for salvage material storage. Materials placed in this manner will not be in violation of any anti-dumping prohibitions of this or any other ordinance.
- (n) The operation shall be in compliance with all applicable laws, ordinances, rules and regulations.

30. Suspension, Revocation, or Reinstatement of Permits; Appeals.

The health officer shall have the power to order the suspension or revocation of any permit for the violation of the terms and provisions of this Resolution; except that prior to such suspension or revocation, there shall be in addition to the inspection by the environmental health sanitarian, an inspection by one (1) or more of the following supervisory staff; supervisor of solid waste section, chief of the division of environmental health, or the health director. Any action of suspension or revocation shall be personally reviewed and approved by the Health Director. Notification of the order of suspension or revocation shall be made in writing and personally delivered or sent by registered or certified mail. Such order shall not become effective until the expiration of the time for appeal. Pending the determination of such appeal, the operation of any order of suspension or revocation shall be stayed.

Notwithstanding the other provisions of this Resolution, whenever the health authority finds insanitary or other conditions in the operation of a landfill which, in his judgment, constitute a substantial hazard to the public health, he may, without prior warning, notice or hearing, issue a written notice to the permit holder or operator citing such condition, specifying the time period within which such action shall be taken; and, if deemed necessary, such order shall state that the permit is immediately suspended or revoked, and any landfill operations are to be immediately discontinued. Any person to whom such an order is issued shall comply immediately therewith, but upon written petition to the health authority, shall be afforded a hearing as soon as possible, by a hearing board consisting of the Health Director and the chief of the division of environmental health. If the revocation or suspension is upheld, the aggrieved party may appeal as hereinafter provided. Any person whose permit has been suspended or revoked may, at any time, make application for reinspection for the purpose of reinstatement of

the permit upon a form to be provided for that purpose and shall pay a reinspection fee in the sum of fifty and 00/100 dollars (\$50.00), which shall not be refundable. Within ten (10) days following receipt of a written request, including a statement signed by the applicant that, in his opinion, the conditions causing suspension or revocation of the permit have been corrected, the health authority shall make a reinspection. If the applicant has corrected conditions so as to comply with the requirements of this Resolution, the permit shall be reinstated. Should such reinstatement be denied, the applicant may appeal as provided below.

Any person aggrieved by the denial, suspension, or revocation of any permit provided for in this Resolution may, within five (5) days of the receipt of written notice of the entry of such order, appeal to the Lincoln-Lancaster Board of Health.

31. Enforcement.

The enforcement of the provisions of this Resolution shall be under the direction of the Health Director and the Sheriff. For the purpose of enforcing this Resolution or abating any nuisance existing hereunder, the Health Director or any Health Department sanitarian or Sheriff may enter private property.

32. Penalty for Violations.

- (a) Any persons upon whom a duty is placed by the provisions of this Resolution who shall fail, neglect, or refuse to perform such duty, or who shall violate any of the provisions of this Resolution, shall be deemed guilty of a misdemeanor pursuant to Neb.Rev.Stat. §71-1631.01 (Reissue 1986), as amended.
- (b) Each day that a violation of any section in this Resolution continues shall constitute a separate and distinct offense and shall be punishable as such. The penalties herein provided shall be cumulative with and in addition to any penalty or forfeiture elsewhere in this Resolution provided.

33. Severability and Savings Clause.

- (a) Each section and each subdivision of this section of this title is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the passage of this Resolution is concerned and invalidity of any section or subdivision of a section of this title shall not invalidate any other section or subdivision of a section thereof.
- (b) This title shall in no manner affect pending actions either civil or criminal founded on or growing out of any ordinance or part of any ordinance hereby repealed and this title shall in no manner affect rights or causes of action either civil or criminal not in suit that may have already accrued or grown out of any ordinance or part of any ordinance hereby repealed.

DATED this 29th day of September, 1987, at the County-City Building, Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY NEBRASKA

APPROVED AS TO FORM
THIS 24TH DAY OF
September, 1987.
Patrick M. Heng
for MICHAEL G. HEAVICAN
Lancaster County Attorney

Leo Scherer
Marcia Malone
Kathy Campbell
Larry Hudkins
Jan Gauger

MGH/PMH/jp
9/22/87

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF ADOPTING)
PROCEDURES FOR THE INSPECTION OF)
ON-SITE WATER SUPPLY SYSTEMS AND) RESOLUTION NO. R-13-0064
ON-SITE WASTEWATER TREATMENT)
SYSTEMS PRIOR TO THE SALE, TRANSFER,)
OR CONVEYANCE OF PROPERTY IN)
LANCASTER COUNTY, NEBRASKA)

WHEREAS, pursuant to Neb.Rev.Stat. §23-174.10 (Reissue 2007), the Lancaster County Board of Commissioners has authority to adopt regulations to promote the public health, safety and welfare, which shall apply to all of the county except within the limits of any incorporated city or village and except within the unincorporated area where a city or village has been granted zoning jurisdiction and is exercising such jurisdiction; and

WHEREAS, the County Board adopted procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County on February 28, 2006, under County Resolution No. R-06-0005; and

WHEREAS, the Lincoln-Lancaster County Health Department has recommended that Resolution No. R-06-0005 be updated in its entirety to reflect the most current version of the procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County, as provided in Attachment "A," attached hereto and incorporated by this reference; and

WHEREAS, on October 15, 2013, the Board of Commissioners of Lancaster County, Nebraska, conducted a public hearing regarding the adoption of procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of


Lancaster County, that the procedures for inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County, Nebraska, as provided in Attachment "A," are hereby adopted, and shall become effective November 5, 2013.


BE IT FURTHER RESOLVED, that County Resolution No. R-06-0005 is hereby superseded and that all other resolutions and parts of resolutions in conflict herewith be and they are hereby replaced.


BE IT FURTHER RESOLVED, that a copy of this resolution be placed on file in the office of the County Clerk.

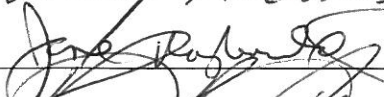
DATED this 15 day of October, 2013, in the County-City Building, Lincoln, Lancaster County, Nebraska.


BY THE BOARD OF COUNTY
COMMISSIONERS OF
LANCASTER COUNTY, NEBRASKA












APPROVED AS TO FORM
this 15 day of
October, 2013.



Deputy County Attorney
for JOE KELLY
Lancaster County Attorney

Attachment "A"

PROCEDURES FOR THE INSPECTION OF ON-SITE WATER SUPPLY SYSTEMS AND ON-SITE WASTEWATER TREATMENT SYSTEMS PRIOR TO THE SALE, TRANSFER, OR CONVEYANCE OF PROPERTY IN LANCASTER COUNTY, NEBRASKA

The procedures outlined herein define and regulate the inspection of on-site systems prior to the sale, transfer or conveyance of property within the unincorporated areas in Lancaster County outside of the incorporated cities and villages and their jurisdictional areas; authorize the issuance of permits; repeal any previous resolution or section thereof in conflict herewith; require registration of those who inspect on-site systems; and provide penalties for violations.

Section I. PURPOSE

The Board of County Commissioners of Lancaster County finds that properly planned, constructed, installed, operated and maintained on-site water supply systems and on-site wastewater treatment systems:

- A. Promote the health and welfare of the citizens of this county by preventing the pollution of ground and surface water;
- B. Prevent nuisances;
- C. Eliminate hazards to the public health by minimizing pollution of water supplies and hazards to recreational areas;
- D. Minimize disease transmission potential; and
- E. Minimize economic impact to the county and the public resulting from on-site water system and on-site wastewater treatment system failures.

It is therefore, declared to be the public policy of this county to ensure a safe and adequate supply of drinking water for those homes served by an on-site water supply system, ensure the adequate treatment and disposal of sewage from premises served by an on-site wastewater treatment system and eliminate and prevent health and safety hazards by regulating the operation and maintenance of on-site water supply systems and on-site wastewater treatment systems, requiring permitting of those who inspect on-site systems; and providing penalties for violations.

The intention of this resolution is not to cause existing permitted on-site systems that are in substantial conformance (pose a minimal likelihood of degradation of groundwater or surface water, or risk to public health) to be brought into compliance with County Resolution R-13-0062 On-site Wastewater Treatment Systems, and any amendments thereto (hereinafter referred to as R-13-0062) and County Resolution 02-31 Regulations for Operation and Maintenance of On-site Wastewater Treatment Systems, and any amendments thereto (hereinafter referred to as C.R. 02-31).

Section II. DEFINITIONS

Definitions for purposes of this resolution shall include definitions provided in R-13-0062 and C.R. 02-31; and shall also include the following:

AUTHORIZED AGENT shall mean a real estate agent, Property Transfer Inspector, or any individual or corporation authorized, in writing, to act as the legal representative in all matters authorized by the owner.

BUSINESS DAY shall mean any day, Monday through Friday, except official county holidays or a day during which the county does not operate for any reason.

FAILURE OF AN ON-SITE WATER SUPPLY SYSTEM shall mean (1) an unsafe water sample; (2) substantial nonconformance with water well construction requirements in Title 178 NAC 12; (3) substantial nonconformance with water well location from contamination source requirements in Title 178 NAC 12.

ON-SITE SYSTEM (OS) shall mean an On-site Wastewater Treatment System (OWWTS) and/or an On-site Water Supply System (OWSS).

ON-SITE WATER SUPPLY SYSTEM (OWSS) shall mean a private or shared well for domestic purposes.

OWNER shall mean any person who is an owner of record or a trustee under a deed of trust or similar trust document.

PROPERTY TRANSFER INSPECTOR shall mean any person meeting the requirements of a Property Transfer Inspector per this resolution and possessing a valid permit issued by the Lincoln-Lancaster County Health Director.

PUMPER shall mean a person that is certified by the Nebraska Department of Environmental Quality under Title 124 NAC as an On-site Wastewater Treatment System Professional in the category of Pumper.

TITLE 124 NAC shall mean the Nebraska Administrative Code Title 124 (Nebraska Department of Environmental Quality Title 124 - Rules and Regulations for the Design, Operation and Maintenance of On-site Wastewater Treatment Systems).

TITLE 178 NAC 10 shall mean the Nebraska Administrative Code Title 178 Chapter 10 (Nebraska Department of Health and Human Services Title 178 Environmental Health, Chapter 10 - Regulations Governing Licensure of Water Well and Pump Installation Contractors and Certification of Water Well Drilling and Pump Installation Supervisors, and Water Well Monitoring and Natural Resources Ground Water Technicians).

TITLE 178 NAC 12 shall mean the Nebraska Administrative Code Title 178 Chapter 12 (Nebraska Department of Health and Human Services Title 178 Environmental Health Chapter 12 - Water

Well Construction, Pump Installation and Water Well Decommissioning Standards).

TITLE 179 NAC 3 shall mean the Nebraska Administrative Code Title 179 Chapter 3 (Nebraska Department of Health and Human Services Title 179 Public Water Systems Chapter 3 - Monitoring and Analytical Requirements).

UNSAFE WATER SAMPLE shall mean a water sample which tests positive for coliform bacteria, or exceeds 10 mg/l Nitrate-Nitrogen, or which exceeds the Maximum Contaminant Level (MCL) for any other contaminant as established by the U.S. Environmental Protection Agency or Nebraska Department of Health and Human Services for a public water supply.

Section III. INSPECTION REQUIRED; EXCEPTIONS

Prior to the sale, transfer or conveyance of property upon which an OS is located, it shall be the duty of the owner to have each OS inspected per this resolution by a Property Transfer Inspector and secure a determination letter as provided in Section VII of this resolution. An inspection is not required for the following:

- A. When a determination letter approving an OS was issued within the preceding 36 months of the transfer.
- B. When a new OS was installed in compliance with R-13-0062 and C.R. 02-31 within the preceding 36 months of the transfer.
- C. A transfer creating or ending a joint tenancy or tenancy in common if at least one person is an original owner of the property or his or her spouse, including a transfer from one spouse to another, or a change in ownership solely to exclude a spouse.
- D. Where structures on the property will not be occupied and are to be demolished after property is sold, transferred, or conveyed.
- E. A transfer to establish, release, or foreclose a security interest.
- F. A transfer by intestate, will, or trust to an heir, devisee, or beneficiary.
- G. A transfer by warranty deed or quitclaim deed between immediate family members, including parents, grandparents, grandchildren, siblings, and children (including adopted children and stepchildren).

Section IV. INSPECTION OF ON-SITE WASTEWATER TREATMENT SYSTEMS (OWWTS)

- A. An inspection of an OWWTS by a OWWTS Property Transfer Inspector shall consist of determining compliance with R-13-0062, C.R. 02-31, Title 124 NAC, and the following:
 - 1. The septic tank shall be inspected to determine the depth of the sludge layer and scum layer; and
 - 2. The soil absorption field shall be visually inspected for signs or evidence of

- failure; and
 - 3. The soil absorption field shall be probed to determine the location of laterals and to check for excess effluent.
- B. An inspection of a wastewater lagoon by an OWWTS Property Transfer Inspector shall consist of determining compliance with R-13-0062, C.R. 02-31, Title 124 NAC, and the following:
 - 1. The dike shall be inspected for the presence of animal burrows, damage, cracks or crevices, and evidence of wastewater lagoon overflow or over-the-ground surface water inflow; and
 - 2. The wastewater lagoon shall be inspected for the presence of cattails, other emergent plants, and trees that might damage the wastewater lagoon seal or dike construction.

Section V. INSPECTION OF ON-SITE WATER SUPPLY SYSTEMS (OWSS)

- A. An inspection of an OWSS by an OWSS Property Transfer Inspector shall consist of:
 - 1. Determining compliance with Title 178 NAC 12; and
 - 2. Taking water samples from the OWSS and having such water samples analyzed for coliform bacteria, fecal coliform bacteria and Nitrate-Nitrogen to determine compliance with Title 179 NAC 3.
- B. Further water analysis may be required by the Health Director in cases of unsafe water samples, or in areas known or suspected to have contamination which could impact human health. Analysis may include testing for organic or inorganic chemicals. All such sampling and analysis shall be in compliance with Title 179 NAC 3.

Section VI. INSPECTION REPORTS; REQUIREMENTS

- A. The Property Transfer Inspector shall submit to the Department a signed property inspection report on forms approved by the Health Director. Inspection reports shall include, but are not limited to:
 - 1. The street address and the legal description of the property.
 - 2. The parcel identification number.
 - 3. The name of the owner or authorized agent.
 - 4. The location of the OS.
 - 5. Proximity to sources of contamination.
 - 6. A description of the current operational or functional status of the OS.
 - 7. Identification of any necessary repairs or replacement of all or portions of the OS.
 - 8. Results of the OWSS water analysis, where applicable.
 - 9. Other relevant observations related to the system(s), and potential health or environmental hazards, or nuisance conditions.
 - 10. Signature of Property Transfer Inspector.

- B. In the event that a complete inspection of the OWWTS cannot occur prior to the sale, transfer, or conveyance of property due to inclement weather conditions, the Property Transfer Inspector shall submit to the Health Director a signed written statement indicating what elements of the inspection could not be completed.
- C. The Property Transfer Inspector shall provide a copy of the inspection report to the owner or authorized agent.
- D. The inspection report filed with the Department shall be considered a public record.

**Section VII. REVIEW OF INSPECTION REPORT BY HEALTH DIRECTOR;
DETERMINATION LETTER**

- A. Upon receipt of an inspection report and review fee, the Health Director will:
 - 1. Document the day of receipt of the inspection report.
 - 2. Review and evaluate the inspection report.
 - 3. Provide a written or electronic determination letter to the owner or authorized agent within five (5) business days after receipt of the inspection report and review fee. The determination letter will issue:
 - i. The approval of the OS to mean the structure and operational status are in substantial conformance with R-13-0062, C.R. 02-31, Title 124 NAC and/or Title 178 NAC 12; or
 - ii. The denial of the OS to mean the OS adversely affects or may adversely affect the public health and/or the environment; or
 - iii. An inability to approve or deny the OWWTS based upon receipt of a signed
- B. The owner or authorized agent is considered notified of the determination letter when the Health Director sends it by U.S. mail to the owner's or authorized agent's last known mailing address.
- C. If the owner or authorized agent disputes the Health Director's determination, the owner or authorized agent shall have the right to a hearing and appeal as provided in this resolution. A hearing or appeal does not stay the effect of the Health Director's determination.

Section VIII. INSPECTIONS AND ENFORCEMENT; RIGHT OF ENTRY

- A. The Health Director is hereby authorized and directed to make such inspections as are necessary to determine compliance with this resolution.
- B. Upon presentation of proper credentials the Health Director may enter at reasonable times any building, structure, or property in the county to determine compliance with the requirements of this resolution. It shall be unlawful for any owner or occupier of the property or person in charge of the property to deny right of entry to the Health Director to make such inspection.

Section IX. PROPERTY TRANSFER INSPECTOR PERMIT; REQUIREMENTS

- A. Application for a permit for a Property Transfer Inspector shall be made to the Health Director on forms furnished by the Health Director. Such forms shall require the name, address, business address, daytime phone number of the applicant, which permit the applicant is applying for, and such other relevant information as may be required by the Health Director. The applicant shall complete the required forms.
- B. A Property Transfer Inspector may be permitted in two categories: On-site Water Supply Systems (OWSS) and/or On-site Wastewater Treatment Systems (OWWTS).
 - 1. OWSS Property Transfer Inspector. A person shall be certified in the State of Nebraska under Title 178 NAC 10 as a Water Well Contractor, a Water Well Drilling Supervisor, a Pump Installation Contractor or a Water Well Monitoring Technician.
 - 2. OWWTS Property Transfer Inspector. A person shall be certified by the State of Nebraska under Title 124 NAC as a Site Evaluator or Inspector, shall be a Journeyman Installer or Master Installer under R-13-0062.
- C. The applicant shall be required to take a Property Transfer Inspector training program and the Property Transfer Inspector Exam. Both the training program and exam must be approved by the Health Director.
- D. The Health Director shall issue a permit if:
 - 1. The applicant has properly completed the required application forms; and
 - 2. The applicant possesses the required certification requirements for the permit; and
 - 3. The applicant has paid the required permit fee; and
 - 4. The applicant has provided proof insurance meeting the requirements of this resolution; and
 - 5. The applicant has satisfactorily completed the training program and passed the exam.
 - 6. The applicant agrees to supplement all pertinent information, including applicant's address, business address, phone number, and such other information as the Health Director requires.
- E. The permit shall remain in force for two (2) years from its date of issue, unless suspended or revoked. The permit may be renewed without an exam, by paying the required fee, and providing documentation of required certification. Any person who does not renew their permit prior to or on the date of expiration shall complete a new permit application, pay the required fee, and pass the exam.
- F. Any person whose application for a Property Transfer Inspector permit has been denied by the Health Director shall be notified in writing as to the denial. Such person may within ten (10) business days after receipt of denial request a hearing before the Health Director to be held in compliance with this resolution.

Section X. CERTIFICATE OF INSURANCE

- A. Before any Property Transfer Inspector may be issued a permit under the provisions of this resolution, such Property Transfer Inspector shall be required to purchase and maintain a

policy of insurance sufficient in coverage and amount to fully satisfy any judgments and pay any and all liabilities, judgments, claims, and related expenses that may arise in connection with services provided under the provisions of this resolution. At a minimum, such insurance shall include:

1. Workers' Compensation Insurance fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.
2. Commercial or Comprehensive General Liability Insurance, naming and protecting the Property Transfer Inspector, Lancaster County, and the Lincoln-Lancaster County Health Department against claims for damages resulting from (i) bodily injury, including wrongful death; (ii) personal injury liability; and (iii) property damage which may arise from services provided under the provisions of this resolution. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

\$1,000,000 Each Occurrence
 \$1,000,000 Personal Injury
 \$2,000,000 Aggregate

- B. All Certificates of Insurance shall be subject to review and approval by the County Attorney's Office. All Certificates of Insurance shall be filed with the Health Department on the standard ACCORD Certificate of Insurance form showing the specific limits of insurance required by the preceding subsections A and B, and showing Lancaster County and the Lincoln-Lancaster County Health Department as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the County and the Health Department with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage. Any termination, reduction, or lapse of such insurance shall be grounds for suspension or revocation of the Property Transfer Inspector's permit, unless other insurance satisfying the requirements of this section is provided and is in full force and effect at the time of such expiration or cancellation.

Section XI. FEES

- | | |
|--|----------|
| A. Fee for evaluation and review of Property Transfer Inspector reports and any necessary site visits by Health Director | \$200.00 |
| B. Property Transfer Inspector permit fees: | |
| On-site Wastewater Treatment System (OWWTS) Property Transfer Inspector | \$30.00 |
| On-site Waste Supply System (OWSS) Property Transfer Inspector | \$30.00 |
| Both OWWTS & OWSS | \$30.00 |

All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund. No fees will be refunded.

Section XII. PROPERTY TRANSFER INSPECTION; PERMIT REQUIRED

It shall be unlawful for any person other than a Property Transfer Inspector or an authorized representative of the Health Director that is currently a Registered Environmental Health Specialist in the State of Nebraska to inspect any OS prior to transfer, sale or conveyance of property as required by this resolution.

Section XIII. PROPERTY TRANSFER INSPECTOR PERMIT; SUSPENSION, REVOCATION

It shall be a condition of the Property Transfer Inspector permit issued under this resolution that it may be suspended or revoked at any time by the Health Director for a violation of Title 124 NAC, Title 178 NAC 10, Title 179 NAC 3, or any of the provisions of this resolution. A permit granted under this resolution shall be subject to suspension or revocation in the following manner:

- A. The Health Director shall notify the person holding the Property Transfer Inspection Permit to be suspended or revoked as provided in Section XVI.
- B. The Health Director may suspend the permit for an appropriate period of time not to exceed ninety (90) days.
- C. The suspension or revocation shall be effective immediately upon notice.
- D. This person has a right to a hearing in which the Health Director shall conduct the hearing in accordance with this resolution.
- E. It shall be unlawful to inspect an OS after receiving notice of suspension or revocation.
- F. Actions for reinstatement, hearing, or appeal shall not stay or delay the suspension or revocation in any manner.

Section XIV. PROPERTY TRANSFER INSPECTOR PERMIT; REINSTATEMENT OF PERMIT

- A. Any person whose Property Transfer Inspector Permit has been suspended may apply to have the permit reinstated after the suspension period has expired. The person shall pass the exam and provide a statement signed by the person that the conditions causing suspension of the permit have been corrected.
- B. Any person whose Property Transfer Inspector Permit has been revoked may apply for a new permit after 90 days. The person shall complete a new permit application, pay the required fee, pass the exam, and provide a statement signed by the person that the conditions causing revocation of the permit have been corrected.

Section XV. ENFORCEMENT HEARINGS

- A. Unless this resolution provides otherwise, the Health Director shall conduct hearings allowed or required under this resolution as soon as practicable, but in no event later than:
 - 1. Three (3) business days after a request for hearing to appeal a permit suspension or revocation; or
 - 2. Five (5) business days after any other request; or

3. At an agreed upon time frame if such is requested by the person for whom the hearing is being held.
- B. The Health Director shall make recommendations based on the evidence adduced at the hearing for the Health Director's final determination of the matter.
 - C. The hearing need not be conducted according to the technical rules relating to evidence and witnesses. The person requesting the hearing and the Health Director may:
 1. Call and examine witnesses on any matter relevant to the issues of the hearing;
 2. Introduce documentary and physical evidence;
 3. Cross examine opposing witnesses on any matter relevant to the issues of the hearing; and
 4. Rebut evidence.
 - D. The Health Director may uphold, reverse, or modify the act or findings prompting the request or the Health Director may take such other reasonable action as the Health Director may determine proper related to the request.
 - E. The Health Director shall make a final determination within ten (10) business days after the hearing.
 - F. The Health Director's decision shall be final and binding upon the County and upon the person making the request. The Health Director's decision may be appealed to the district court as provided by state law.

Section XVI. NOTICE; SERVICE

- A. The Health Director may serve notice authorized or required by this resolution as follows:
 1. By personal service to the person holding the Property Inspector Permit; or
 2. By certified mail, postage prepaid, return receipt requested to the last known address of the person holding the Property Inspector Permit.
- B. The person making personal service may provide a written declaration, under penalty of perjury, identifying the person served and the time, date, and manner of service as proof of service.
- C. After a request for a hearing, the Health Director shall provide notice of the time, place and date for said hearing and shall identify the provisions of this resolution alleged to be violated and the facts alleged to constitute such violation.

Section XVII. PENALTY

Any person who is found to have violated any provision of this resolution shall be subject to the penalties provided in Neb. Rev. Stat. § 23-174 and § 23-114.05, as amended. In addition to any penalty sought or obtained under this resolution or other applicable law, the County Attorney may institute injunctive or other appropriate civil proceedings necessary to obtain compliance or to abate any nuisance resulting from violations of this resolution.

Section XVIII. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this resolution.

Section XIX. EFFECTIVE DATE

This resolution shall take effect and be in full force on November 5, 2013.

FACT SHEET

TITLE:

County Resolution amending CR No. R-06-0005 Procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County, Nebraska

SPONSOR:

Health Department

OPPONENTS:

None specifically identified

STAFF RECOMMENDATION:

For

OTHER DEPARTMENTS AFFECTED:

None

APPLICANT:

Health Department

REASON FOR LEGISLATION:

To update County Resolution CR No. R-06-0005 Procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County, Nebraska by amending Section X. Fees and re-adopting all of the sections of the existing regulations to provide a single document with all current regulations and fees.

DISCUSSION

Incremental fee increases are proposed for the review cost for regulation of property transfers with onsite systems, which address operational costs. No increase is proposed for individual Property Transfer Inspector permit fees. This revenue will allow the Department to provide required services, including reviews, inspections, education, and investigations, and to protect the public from illness and the spread of disease. This revenue was part of the FY 13/14 Budget that was approved by the joint budget committee.

In addition, we are asking the County Board to re-adopt the entire set of regulations so that the official record consists of a single document with all regulations and current fees.

POLICY OR PROGRAM CHANGE: No

COST OF TOTAL PROJECT: Projected revenue change will be a total of \$1055.

SOURCE OF FUNDS: User Fees

FACT SHEET PREPARED BY: Scott E. Holmes, REHS, MS
Environmental Public Health Division Manager

REVIEWED BY: Judith A. Halstead, MS, Health Director

CR No. R-06-0005

Procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County, Nebraska

Section X. FEES

- (a) Fee for evaluation and review of Property Transfer
Inspector reports and any necessary site visits by Health Director ~~.\$195.00~~ \$200.00

- (b) Property Transfer Inspector permit fees:
 - On-site Wastewater Treatment System
(OWWTS) Property Transfer Inspector \$30.00

 - On-site Waste Supply System (OWSS)
Property Transfer Inspector \$30.00

 - Both OWWTS & OWSS \$50.00

All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund. No fees will be refunded.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF AMENDING SECTION II)
OF COUNTY RESOLUTION NO. R-13-0064,) RESOLUTION NO. R-22-0013
PROCEDURES FOR THE INSPECTION OF)
ON-SITE WATER SUPPLY SYSTEMS AND)
ON-SITE WASTEWATER TREATMENT)
SYSTEMS PRIOR TO THE SALE, TRANSFER,)
OR CONVEYANCE OF PROPERTY IN)
LANCASTER COUNTY, AS PROVIDED IN)
ATTACHMENT "A.")

WHEREAS, pursuant to Neb. Rev. Stat. §23-174.10 (Reissue 2012), the Lancaster County Board of Commissioners adopted procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County on October 15, 2013, under County Resolution No. R-13-0064; and

WHEREAS, on January 11, 2022, the Lincoln-Lancaster County Health Department has recommended an amendment to those procedures, as provided in Attachment "A," attached hereto and incorporated by this reference; and

WHEREAS, on February 15, 2022, the Board of Commissioners of Lancaster County, Nebraska conducted a public hearing regarding the adoption of the amendment to Resolution No. R-13-0064, as provided in Attachment "A"; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, the amendment to County Resolution No. R-13-0064, procedures for the inspection of on-site water supply systems and on-site wastewater treatment systems prior to the sale, transfer, or conveyance of property in Lancaster County, as provided in Attachment "A" is hereby adopted, and shall become effective February 15, 2022.

BE IT FURTHER RESOLVED that a copy of this resolution be placed on file in the office of the County Clerk.

DATED this 15 day of February, 2022, in the County-City Building, Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COUNTY
COMMISSIONERS OF
LANCASTER COUNTY, NEBRASKA

Rick Vest

Christa Spakum

Deb Scher

Anna Adams

Frankly

APPROVED AS TO FORM
this 15 day of February, 2022.

[Signature]
Deputy County Attorney
for PAT CONDON
Lancaster County Attorney

Section II. DEFINITIONS

TITLE 124 NAC shall mean the Nebraska Administrative Code Title 124 (Nebraska Department of Environmental Quality Title 124 - Rules and Regulations for the Design, Operation and Maintenance of On-site Wastewater Treatment Systems, effective August 11, 2012).

BEFORE THE BOARD OF COUNTY COMMISSIONS
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF ADOPTING)
THE LANCASTER COUNTY AIR) RESOLUTION NO. R-13-0073
POLLUTION CONTROL RESOLUTION)

WHEREAS, it is hereby declared to be the public policy of Lancaster County to achieve and maintain reasonable levels of air quality which will protect human health and safety, by working cooperatively with industries and other entities to prevent injury to plant, animal life, and property; and to promote the public safety, health and welfare of its inhabitants; and

WHEREAS, the need to prevent excessive emission potential air contaminants in the area of Lancaster County (except the City Lincoln and the area over which it exercises zoning jurisdiction), and the resultant effect upon the public safety, health and welfare, requires adoption of a comprehensive and integrated air pollution control program; and

WHEREAS, to achieve the above stated goals, the Lancaster County Board of Commissioners adopted the Lancaster County Air Pollution Control Resolution of 1993 on November 16, 1993 under County Resolution No. 5069; and

WHEREAS, the Lincoln-Lancaster County Health Department has recommended that the previously adopted Lancaster County Air Pollution Control Resolution of 1993, Resolution No. 5069, be updated in its entirety to reflect the most current version of the Lancaster County Air Pollution Control Resolution, as provided in Attachment "A," attached hereto and incorporated by this reference.

WHEREAS, on December 10, 2013, the Board of Commissioners of Lancaster County, Nebraska, conducted a public hearing regarding the adoption of the updated Lancaster County Air Pollution Control Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, that the Lancaster County Air Pollution Control Resolution, as provided in Attachment "A," is hereby adopted, and shall become effective upon execution of this Resolution by the Board.


BE IT FURTHER RESOLVED, that County Resolution No. 5069 is hereby superseded and that all other resolutions and parts of resolutions in conflict herewith be and they are hereby replaced.


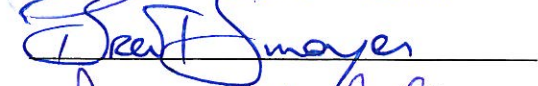


BE IT FURTHER RESOLVED, that a copy of this resolution be placed on file in the office of the County Clerk.

DATED this ____ day of December, 2013, in the County-City Building, Lincoln,
Lancaster County, Nebraska.

BY THE BOARD OF COUNTY
COMMISSIONERS OF
LANCASTER COUNTY, NEBRASKA

APPROVED AS TO FORM
this 10 day of
December, 2013.


Deputy County Attorney
for JOE KELLY
Lancaster County Attorney





Hudkins Absent

ATTACHMENT "A"

LANCASTER COUNTY AIR POLLUTION
CONTROL RESOLUTION

Section 1. Title. This Resolution shall be known and referred to as "The Lancaster County Air Pollution Control Resolution." Resolution Number 5069 entitled "The Lancaster County Air Pollution Control Resolution of 1993" and any amendments thereto are hereby rescinded.

Section 2. Purpose. It is the intent and purpose of this Resolution to provide methods and procedures for the control of air pollution; to achieve and maintain the National Ambient Air Quality Standards; to empower the Director to investigate and abate violations of said standards and regulations; to prescribe the duties of the Director and the Air Pollution Control Advisory Board; and to prescribe penalties for violations of this Resolution as adopted in accordance therewith. In addition to powers conferred elsewhere in the laws of the state and notwithstanding any other law of the state, the Director shall have the power to implement and enforce an air pollution control program within the Lancaster County under subsection (23) of Section 81-1504 or subsection (1) of Section 81-528 which program shall be consistent with the Clean Air Act (Act), as amended (42 U.S.C. 7401 et seq.). This Resolution together with the Lincoln-Lancaster County Air Pollution Control Program adopted by Resolution No. R-13-_____, and all amendments thereto, implemented by an interlocal agreement with the City of Lincoln comprise the Lancaster County Air Pollution Control Program.

Section 3. Definitions. Unless otherwise defined, or a different meaning is clearly required by context, the following words and phrases shall have the following meanings:

Act shall mean the Clean Air Act, as amended (42 U.S.C. 7401 et seq.).

Air contaminant or air contamination shall mean the presence in the outdoor atmosphere of any dust, fumes, mist, smoke, odor, vapor, gas, or other gaseous fluid, or particulate substance matter differing in composition from or exceeding in concentration the natural components of the atmosphere.

Air pollutant or air pollution shall mean the presence in the outdoor atmosphere of one or more air contaminants or combinations thereof present in the atmosphere in such quantities and of such duration as are or may tend to be injurious to human, plant, or animal life.

Air Pollution Control Program shall mean this Resolution and the Lincoln-Lancaster County Air Pollution Control Program adopted by Resolution No. R-13-_____, and all amendments thereto, and implemented by an interlocal agreement by the City of Lincoln and County of Lancaster to implement and enforce the Act.

Ambient air shall mean the portion of the atmosphere, external to buildings, to which the general public has access.

Board of Health shall mean the Lincoln-Lancaster County Board of Health.

Complaint shall mean any charge, however informal, to or by the Department that any person or agency, private or public, is polluting the air or is violating the provisions of the Air Pollution Control Program.

Control and controlling shall mean prohibition of contaminants as related to air pollution.

Department shall mean the Lincoln-Lancaster County Health Department.

Director shall mean the Health Director of the Lincoln-Lancaster County Health Department, or any representatives, agents, or employees of the Director.

Emissions shall mean releases or discharges into the outdoor atmosphere of any air contaminant or combination thereof.

Garbage shall mean all animal, fruit, or vegetable waste residue which is produced by preparation, dressing, use, cooking, dealing in, or storage of meats, fish, fowl, fruits, vegetables, cereals, or grains for human consumption, and coffee or tea grounds.

Odor shall mean that property of an air contaminant detectable by the Department, beyond the boundary line of the property on which the source is located.

Odorous emission shall mean any objectionable odor detectable upon investigation by the Department beyond the boundary line of the property on which the source of the emission is located. Odorous emission shall not include odors from:

- (1) Single family dwellings;
- (2) Restaurants other establishments for the purpose of preparing food employing less than five persons;
- (3) Materials with odors added for safety purposes;
- (4) Necessary materials where no suitable substitute is available and where the best modern practices to minimize odor are employed.

Open burning shall mean the burning of any matter in such a manner that the products of combustion resulting from such fires are emitted directly into the ambient air without passing through an adequate stack, duct, or chimney.

Owner or operator shall mean any person who owns, leases, operates, controls, or supervises a stationary source.

Person shall mean any individual, partnership, limited liability company, firm, association, public or private corporation, trustee, receiver, assignee, estate, public, or private institution, group, public or private agency, municipality or other governmental subdivision, political subdivision of this state, any other state or political subdivision or agency thereof of any legal successor, representative, agent or agency of the foregoing.

Refuse shall mean and include garbage, rubbish, ashes, street refuse, dead animals, vehicles and parts thereof, industrial wastes, construction wastes, sewage treatment residue, leaves and grass, and any other waste matter or material which accumulates in the conduct of a household, business establishment, shop, or factory of any kind or nature, and any other combustible waste material containing carbon in a free or combined state.

Salvage operation shall mean any operation conducted in whole or in part for the salvaging or reclaiming of any product or material.

Source shall mean any factory, grain elevator, machine, industrial plant, real or personal property, or person contributing to air pollution.

Stationary source shall mean any building, structure, facility, or installation which emits or may emit any air pollutant subject to regulation by the Act or by the Lincoln Lancaster County Air Pollution Control Program Regulations and Standards.

Section 4. Director Powers and Duties.

- (a) The duties of the Director shall include the investigation, prevention, and abatement of air pollution from any source and enforcing the provisions of the Air Pollution Control Program.
- (b) The Director shall have the power and duty to:
 - (1) Make such inspections and tests as the Director deems necessary to determine compliance with the provisions of the Air Pollution Control Program and to require the submission of air contaminant emission information in connection with such inspections, tests, and studies.
 - (i) Reports shall be made on forms furnished by the Department.
 - (ii) Director shall determine what information is required for reporting purposes, the persons to submit the information required, and the means maintaining current status of the information. All emission data furnished to or obtained by the Department concerning one or more air contaminant sources shall be made

available during business hours for inspection by the public as provided by the Act.

- (2) Exercise general supervision of the administration and enforcement of the Act and the Air Pollution Control Program;
- (3) Develop comprehensive programs for the prevention, control, and abatement of new or existing sources of air pollution;
- (4) Advise, consult, and cooperate with other agencies of the state, the federal government, and with affected groups, political subdivisions, and industries;
- (5) Act as the local air pollution agency, for all purposes of the Act and any other federal legislation pertaining to loans or grants for environmental protection and from other sources, public or private, for carrying out any of its functions, which loans and grants shall not be expended for other than the purposes for which provided;
- (6) Collect and disseminate information and conduct educational and training programs relating to air pollution and the prevention, control, and abatement of such pollution;
- (7) Issue, modify, or revoke orders:
 - (i) Prohibiting or abating discharges of air pollutants;
 - (ii) Requiring the construction of control systems or any parts thereof or the modification, extension, or adoption of other remedial measures to prevent, control, or abate air pollution;
- (8) Perform the following:
 - (i) Hold hearings required by the Air Pollution Control Program and give notice thereof,
 - (ii) Administer oaths, and
 - (iii) Make such testimony as the Director deems necessary.
 - (iv) Any of these powers may be exercised on behalf of the Director by a hearing officer designated by the Director;
- (9) Require under such conditions as the Director may prescribe, the submission of such plans, specifications, and other information as the Director deems necessary to carry out the Air Pollution Control Program. When deemed necessary by the Director, such plans and specifications shall be prepared and submitted by a professional engineer duly registered to practice in the State of Nebraska. Nothing in this section shall be construed to authorize the Director to specify the type, design, method of installation, or type of construction of any equipment of manufacturing processes;

- (10) Issue, continue in effect, revoke, modify, or deny permits, under such conditions as the Director may prescribe and consistent with the Act and the Air Pollution Control Program:
 - (i) To prevent, control, or abate air pollution,
 - (ii) For the discharge of air pollutants, and
 - (iii) For the installation, modification, or operation of control systems or any parts thereof;
- (11) Require proper maintenance and operation of control systems;
- (12) Exercise all incidental powers necessary to carry out the purposes of the Act and the Air Pollution Control Program;
- (13) Require access to existing and available records relating to:
 - (i) Emissions or discharges which cause or contribute to air pollution; or
 - (ii) The monitoring of such emissions or discharges;
- (14) Obtain such scientific, technical, administrative, and operational services including laboratory facilities, by contract or otherwise, as the Director deems necessary;
- (15) Encourage voluntary cooperation by persons and affected groups to achieve the purposes of the Act and the Air Pollution Control Program;
- (16) Consult with any person proposing to construct, install, or otherwise acquire an air contaminant source or a device or system for control of such source, upon request of such person, concerning the efficacy of such device or system or concerning the air, land, or water pollution problem which may be related to the source, device, or system. Nothing in any such consultation shall be construed to relieve any person from compliance with the Act or the Air Pollution Control Program, or any other provision of law;
- (17) Require all persons engaged or desiring to engage in operations which result or which may result in air pollution to secure a permit prior to installation or operation or continued operation;
- (18) Enter and inspect or cause to be inspected, during reasonable hours, any building, facility, or place, as provided in the Uniform Inspections Code;
- (19) Receive or initiate complaints of air pollution, hold hearings in connection with air pollution, and institute legal proceedings for the control or prevention of air, water, or land pollution, and for the recovery of penalties, in accordance with the Act and the Air Pollution Control Program;

- (20) Conduct tests and take samples of air contaminants, fuel, process materials, or any other substance which affects or may affect discharges or emissions of air contaminants from any source, giving the owner or operator a receipt for the sample obtained;
- (21) Develop and enforce compliance schedules, under such conditions as the Director may prescribe and consistent with the Act and the Air Pollution Control Program to present, control, or abate air pollution;
- (22) Advise planning agencies regarding air use aspects of plans and planning functions in order to prevent land use conflicts with air quality needs;
- (23) Conduct studies to determine what is necessary to meet assigned responsibilities;
- (24) Advise bodies with zoning responsibilities and make recommendations concerning both proposed and adopted zoning regulations affecting air pollution control;
- (25) Make recommendations for revisions of this Resolution and the Air Pollution Control Program;
- (26) Administer grants or other funds or gifts received for the purpose of carrying out any of the purposes of the Air Pollution Control Program, subject to the laws, regulations and resolutions of the State of Nebraska and the County of Lancaster; and
- (27) Consult with the Air Pollution Control Advisory Board and the Lancaster County Board of Commissioners on matters pertaining to the Air Pollution Control Program.

Section 5. Air Pollution Control Advisory Board; Appointment and Duties

As provided for in the Lincoln-Lancaster County Air Pollution Program:

- (a) The Mayor of the City of Lincoln shall appoint, with approval of the Lincoln City Council and the Lancaster County Board of Commissioners, an advisory board of nine members, four of whom shall be from industry. The Director and a member of the Lancaster County Board of Commissioners shall be ex officio members of the advisory board, and the Director shall serve as secretary to the advisory board. The City Attorney or a designated representative, and the Planning Director or a designated representative, shall advise the advisory board as necessary.
- (b) The members of the advisory board shall serve for a period of three years. Three original appointees to the advisory board shall serve a term of one year each; three original appointees to the advisory board shall serve a term of two years each; and three original appointees to the advisory board shall serve a term of three years each. Thereafter, all

appointments to the advisory board shall be for a term of three years each. Annually, the advisory board shall organize itself by the election from its membership of a president and vice-president who shall not be an ex officio member. The advisory board shall adopt its own rules and regulations for the conduct of its meetings. The advisory board shall meet at least annually and in addition, shall meet at the call of its president, the Mayor, the City Council, the Lancaster County Board of Commissioners, and the Board of Health, or upon written request signed by five of its members and filed with the secretary of the board.

- (c) The advisory board shall advise the Mayor, City Council, the Lancaster County Board of Commissioners, and the County Board of Health with respect to needed revision in this or any other resolution and on matters concerning the Air Pollution Control Program, and when necessary submit written evaluations of both the Air Pollution Control Program and the Department to the Mayor, City Council, the Lancaster County Board of Commissioners, and the Board of Health.

Section 6. Procedure for Abatement.

If the Director has determined by observation or tests that any act violates the provisions of this Resolution, a violation notice may be issued to the owner, operator, or the agent of either the owner or operator of any source of air pollution. The violation notice shall state the violation and specify the date by which the violation shall be corrected.

If the conditions causing the violation have not been rectified by the time described in the violation notice, the Director may refer the matter to the office of the County Attorney, and the County Attorney may institute the necessary legal proceedings in a court of competent jurisdiction for the purposes of assessing penalties or obtaining an injunction, or both, to secure compliance with the provisions of this Resolution.

Section 7. Appeal Procedure.

- (a) Any person who is aggrieved by a decision, notice, or order of the Director may appeal such decision, notice, or order
- (b) Enforcement of any decision, notice, or order of the Director shall be stayed during the pendency of any appeal properly and timely filed except in cases of emergency as defined by the Air Pollution Control Program or other applicable law.

Section 8. Variance.

Whenever it has been demonstrated to the Director that compliance with this Resolution cannot be effectively and promptly made, the Director may grant a variance as provided in the Air Pollution Control Program.

Section 9. Inspections; How Conducted.

All inspection, survey and examinations of premises conducted pursuant to the provisions of this Resolution relating to air pollution control shall be conducted in accordance with the provisions of the Uniform Inspections Code.

Section 10. Issuance of Building Permit.

No building permit to commence construction or modification of any source for which an application is required under the Air Pollution Control Program shall be issued by the Department of Building and Safety until the Director has issued a permit for construction or modification of the source.

Section 11. Odor Nuisances Prohibited.

- (a) It shall be unlawful to cause or permit odorous emissions from any source except animal confinement and feeding operations. Such violation may be established as follows:
 - (1) Upon complaint of the Director that the odorous emission endangers or tends to endanger the health or safety of the public, or that such emission is unreasonably offensive or objectionable causing unreasonable interference with the use or enjoyment of affected property; or
 - (2) Upon complaint of three or more unrelated people within a thirty-day period at their residences that any detectable odor endangers or potentially endangers health, safety or welfare or is unreasonably offensive or objectionable causing unreasonable interference with the use or enjoyment of the complainant's property.
- (b) It shall be unlawful to cause or permit odorous emissions from animal confinement and feeding operations. Such emissions shall not be a violation where:
 - (1) The owner or operator has employed all reasonable techniques to minimize odor;
 - (2) The operation is in compliance with all applicable regulations adopted by the state and zoning regulations of the County;
 - (3) The complaint is filed by a person other than a person in lawful possession of the land claimed to be affected by the odor; and

- (4) The complaint is filed by a person who acquired lawful possession of the affected land after the owner or operator began lawful operation.

Section 12. Open Burning.

- (a) Within Lancaster County, except the City of Lincoln and the area over which the City of Lincoln exercises zoning jurisdiction, the open burning of refuse and salvage materials shall be regulated as follows:
 - (1) Residential, rural residential, agricultural, and common-carrier right-of-way open burning:
 - (i) It shall be unlawful to cause, suffer, allow or permit open burning of refuse on residential, rural residential, agricultural (farm) property or common-carrier right-of-way, when the nearest boundary of the burning site is within one hundred (100) yards of an occupied dwelling, an occupied business structure, school or other institution, park or recreational area, other than what is located on the property where proposed open burning is to take place without first obtaining a Burn Permit as hereinafter provided in Section 13 of this Resolution.
 - (ii) Any refuse burned shall be indigenous to the property of the owner or person in lawful possession of the land.
 - (2) Industrial, commercial (other than salvage operations), institutional (to include schools, hospitals, churches, and related facilities), governmental and community solid waste disposal open burning:
 - (i) It shall be unlawful for governmental, industrial or commercial enterprise, or institutions, or on community solid waste disposal sites, to cause open burning of refuse without having a permit to do so issued by the Director as hereinafter provided in Section 13 of this Resolution.
 - (3) It shall be unlawful to intentionally burn any house, barn, shed and other structure without having a permit to do so issued by the Director as hereinafter provided in Section 13 of this Resolution.
- (b) Except as herein provided, regardless of whether a permit for open burning has been issued or not, and regardless of whether neighboring properties are affected or not, it shall be unlawful for any person, or industrial, commercial, government or institutional facility, or

solid waste disposal site within Lancaster County to cause, permit, or allow any of the following:

- (1) Burn any garbage or salvage material. Permits shall not be issued for the burning of such materials.
 - (2) Conduct any open burning which allows smoke from the fire to travel onto any street, road or highway in such a way as to obscure the vision of any person operating a vehicle on that street, road or highway.
 - (3) Except as permitted by the Director for fire training purposes, burn or use to start the burning process, any of the following materials:
 - (i) Gasoline, diesel oil, heavy oil, solvents, or other flammable petroleum products.
 - (ii) Treated wood of any kind including railroad ties, treated posts, utility poles, wood paneling and particle board.
 - (iii) Plastic and items containing plastic of any kind.
 - (iv) Rubber and asphaltic products including rubber tires roofing shingles, tar paper, asphaltic siding and sheeting and items containing rubber or asphaltic compounds.
 - (v) Any material being burned for the purpose of salvaging all or part of said material.
 - (vi) Any other chemical material which produces highly toxic smoke or fumes which may endanger the public or firefighters called to extinguish the fire.
 - (4) Conduct open burning which permits smoke from the fire to travel onto a neighboring property, park or recreational area where it becomes a public nuisance to people who occupy the neighboring dwelling, business structure, or are using the park or recreational area.
- (c) The Director or the chief of the appropriate fire department may prohibit any or all open burning when atmospheric conditions or local circumstances make such fires hazardous to health, welfare or safety of persons or property, and all permits for burning shall be subject to such prohibition or cancellation.
- (d) Any person who conducts open burning in Lancaster County must be present at the immediate site of the open burning at all times while the burning occurs. No person shall leave said site unattended until there are no smoldering embers or the fire has been completely extinguished, or both.

- (e) Within Lancaster County, it shall be prima facie evidence that the person who owns, controls, or occupies property on which open burning occurs has caused or permitted said open burning.

Section 13. Open Burning Permits.

- (a) A written application shall be filed with the Director giving reasons why no other practicable method except open burning can be employed to dispose of the refuse involved, the amount and kind of refuse to be burned, the exact location where the burning will take place, including the distances to adjacent structures; and the dates or days and times when the open burning is proposed to be done. Applications from industrial or commercial businesses must be accompanied by payment of a permit fee of \$140.00 per day on which burning is to take place. Said fee shall be credited to the Health Fund.
- (b) The Director shall immediately forward applications to the fire department having jurisdiction over the area in which the burning is to take place for the fire chief's approval. Upon receiving the application back from the fire department with its action noted, the Director shall act upon and notify the applicant within five (5) days.
- (c) The Director is authorized to issue a permit only if:
 - (1) There is no other practical method except open burning which can be employed to dispose of the refuse involved, and
 - (2) The appropriate fire department has approved the application as meeting their fire safety requirements.
 - (3) The fire is being set for purposes of training firefighters who are employed by or members of a rural fire district.
- (d) Applicants may be issued an extended permit covering a period of time not to exceed one year. Such permits may limit the number of times the applicant can burn in a specific time period. As a condition of issuance, specific pollution control procedures or methods may be required by the Director in order to protect the public health.
- (e) It shall be unlawful for the permittee to fail to carry out any control procedures or other conditions established as criteria for issuance of the permit. Said permit may be revoked by the Director at any time a violation of this Resolution is observed or conditions of the permit are not met.

Section 14. Air Pollution Nuisance. Prohibited.

- (a) The emission or escape into the open air from any source or sources whatsoever of smoke, ashes, dust, dirt, grime, acids, fumes, gases, vapors, odors, or any other substances or combinations of substances, in such manner or in such amounts as to endanger or tend to endanger the health, comfort, safety, or ,welfare of the public, or is unreasonably offensive and objectionable to the public, or shall cause unreasonable injury or damage to property or interfere with the comfortable enjoyment of property or normal conduct of business, is hereby declared to be a public nuisance. It shall be unlawful for any person to cause, permit, or maintain any such public nuisance.
- (b) Nothing in any section of the Air Pollution Control Program shall in any manner be construed as authorizing or legalizing the creation or maintenance of a nuisance as described in this section of this Resolution.

Section 15. Penalty.

Any person who violates any of the provisions of this Resolution or who fails to perform any duty imposed by the same shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by imprisonment in the county jail for a period of not to exceed three months or by a fine of not to exceed \$500.00 recoverable with costs, or both such fine and imprisonment. Each day that a violation continues shall constitute a separate and distinct offense and shall be punishable as such. In default of the payment of such fine and costs, the person or, if such person is a corporation, the officers of such corporation may be imprisoned in the county jail for a period of not more than sixty days and in addition thereto may be enjoined from continuing such violation.

Section 16. Severability.

If any clause, paragraph, subsection or section of this Resolution is held invalid, it shall be conclusively presumed that the Lancaster County Board of Commissioners would have enacted the remainder of this Resolution not directly related to such clause, paragraph, subsection or section.

Section 17. Effective Date.

This Resolution shall take effect upon its execution by the Lancaster County Board of Commissioners.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF AMENDING THE)
LANCASTER COUNTY AIR POLLUTION)
CONTROL RESOLUTION, TO INCREASE) RESOLUTION NO. R-22-0085
THE FEE FOR OPEN BURNING PERMITS, AS)
PROVIDED IN ATTACHMENT "A")

WHEREAS, pursuant to Neb. Rev. Stat. § 23-174.10, the Lancaster County Board of Commissioners adopted the Lancaster County Air Pollution Control Resolution on November 16, 1993 and again on December 10, 2013, under County Resolution No. R-13-0073, for the purpose of achieving and maintaining reasonable levels of air quality which will protect human health and safety and promote the public safety, health, and welfare of Lancaster County; and

WHEREAS, pursuant to Neb. Rev. Stat. §13-801, et seq., Lancaster County and the City of Lincoln entered into an Interlocal agreement for the purpose of providing for the establishment of the 1993 Lincoln-Lancaster County Air Pollution Program, which resolution was readopted at Lancaster County Resolution No. R-13-0072; and

WHEREAS, the Lancaster County Board of Commissioners amended the Lancaster County Air Pollution Control Resolution on August 9, 2016 under County Resolution No. R-16-0048, on September 18, 2018 under County Resolution No. R-18-0061 and on September 8, 2020 under County Resolution No. R-20-0056;

WHEREAS, pursuant to Neb. Rev. Stat. § 71-1630 and § 71-1635, Lancaster County cooperated with the City of Lincoln in the establishment and maintenance of a City-County Health Department; and

WHEREAS, the Lincoln-Lancaster County Health Department has recommended amendments to the Lancaster County Air Pollution Control Resolution to increase the cost for a burn permit, as provided in Attachment "A," attached hereto and incorporated by this reference; and


WHEREAS, on September 13, 2022, the Board of Commissioners of Lancaster County, Nebraska, conducted a public hearing regarding the adoption of the amendments to the Lancaster County Air Pollution Control Resolution, as provided in Attachment "A"; and


NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, the amendments to County Resolution No. R-20-0056, Lancaster County Air Pollution Control Resolution, as provided in Attachment "A," are hereby adopted, and shall become effective September 13, 2022. These amendments shall supersede all previous amendments not in conformance herewith.


BE IT FURTHER RESOLVED, that a copy of this resolution be placed on file in the office of the County Clerk.


DATED this 20 day of September, 2022, in the County-City Building, Lincoln, Lancaster County, Nebraska.


BY THE BOARD OF COUNTY
COMMISSIONERS OF
LANCASTER COUNTY, NEBRASKA



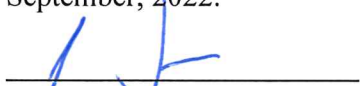








APPROVED AS TO FORM
this 20th day of
September, 2022.



Deputy County Attorney
for PAT CONDON
Lancaster County Attorney

SCHEDULE OF COSTS FOR SEPTEMBER 1, 2022 TO AUGUST 31, 2023

Section 13. Open Burning Permits.

- (a) A written application shall be filed with the Director giving reasons why no other practicable method except open burning can be employed to dispose of the refuse involved, the amount and kind of refuse to be burned, the exact location where the burning will take place, including the distances to adjacent structures; and the dates or days and times when the open burning is proposed to be done. Applications from industrial or commercial businesses must be accompanied by payment of a permit fee of ~~\$180.00~~ \$185.00 per day on which burning is to take place. All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund.
- (b) The Director shall immediately forward applications to the fire department having jurisdiction over the area in which the burning is to take place for the fire chief's approval. Upon receiving the application back from the fire department with its action noted, the Director shall act upon and notify the applicant within five (5) days.
- (c) The Director is authorized to issue a permit only if:
 - (1) There is no other practical method except open burning which can be employed to dispose of the refuse involved, and
 - (2) The appropriate fire department has approved the application as meeting their fire safety requirements.
 - (3) The fire is being set for purposes of training firefighters who are employed by or members of a rural fire district.
- (d) Applicants may be issued an extended permit covering a period of time not to exceed one year. Such permits may limit the number of times the applicant can burn in a specific time period. As a condition of issuance, specific pollution control procedures or methods may be required by the Director in order to protect the public health.
- (e) It shall be unlawful for the permittee to fail to carry out any control procedures or other conditions established as criteria for issuance of the permit. Said permit may be revoked by the Director at any time a violation of this Resolution is observed or conditions of the permit are not met.

SCHEDULE OF COSTS FOR SEPTEMBER 1, 2023 UNTIL SUCH TIME AS UPDATED BY RESOLUTION

Section 13. Open Burning Permits.

- (a) A written application shall be filed with the Director giving reasons why no other practicable method except open burning can be employed to dispose of the refuse involved, the amount and kind of refuse to be burned, the exact location where the burning will take place, including the distances to adjacent structures; and the dates or days and times when the open burning is proposed to be done. Applications from industrial or commercial businesses must be accompanied by payment of a permit fee of ~~\$185.00~~ \$190.00 per day on which burning is to take place. All fees are payable to the Lincoln-Lancaster County Health Department and shall be credited to the Health Fund.

- (b) The Director shall immediately forward applications to the fire department having jurisdiction over the area in which the burning is to take place for the fire chief's approval. Upon receiving the application back from the fire department with its action noted, the Director shall act upon and notify the applicant within five (5) days.
- (c) The Director is authorized to issue a permit only if:
 - (1) There is no other practical method except open burning which can be employed to dispose of the refuse involved, and
 - (2) The appropriate fire department has approved the application as meeting their fire safety requirements.
 - (3) The fire is being set for purposes of training firefighters who are employed by or members of a rural fire district.
- (d) Applicants may be issued an extended permit covering a period of time not to exceed one year. Such permits may limit the number of times the applicant can burn in a specific time period. As a condition of issuance, specific pollution control procedures or methods may be required by the Director in order to protect the public health.
- (e) It shall be unlawful for the permittee to fail to carry out any control procedures or other conditions established as criteria for issuance of the permit. Said permit may be revoked by the Director at any time a violation of this Resolution is observed or conditions of the permit are not met.

CITY OF HICKMAN
RESOLUTION 2023-15

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LINCOLN, NEBRASKA,
on behalf of the Lincoln-Lancaster County Health Department, (“CITY”),
and the CITY OF HICKMAN, NEBRASKA, having an address of 115 Locust Street, Hickman,
Nebraska 68372, for the purpose of providing health regulation inspection and enforcement
within the corporate limits of the City of Hickman and its extra-territorial jurisdiction.

WHEREAS, the City of Hickman is desirous of contracting with the CITY, through the Lincoln-Lancaster County Health Department, in the interest of:

- Protecting the public’s health and the environment from pollution;
- Providing minimum standards regulating design, construction, installation, maintenance, and operation of individual sewage disposal systems within Lancaster County; and
- Providing investigation of public health nuisance conditions as defined by City of Hickman ordinances;
- Reviewing transfers of properties that are served by individual domestic water wells or onsite wastewater treatment systems to assure they meet minimum standards regulating design, construction, installation, maintenance, and operation established in City of Hickman ordinances as applicable; and
- Reviewing newly proposed subdivisions that will not be served by public water supply or community wastewater treatment for water, wastewater and environmental hazards.

WHEREAS, the CITY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such services shall be provided within the corporate limits of the City of Hickman and its extra-territorial jurisdiction;

WHEREAS, such Interlocal Agreements are authorized and provided for by the provisions of Neb. Rev. Stat. §13-901 et. seq. hereinafter referred to as the Interlocal Cooperation Act; and

WHEREAS, the parties to this Interlocal Agreement enter into this cooperative Interlocal Agreement for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Each party agrees that it shall remain a distinct and separate entity with its own rights and authorities and that no separate board shall be created to fulfill the obligations of this Interlocal Agreement.

NOW, THEREFORE, it is agreed as follows:

1. **SERVICES**
 - i) The City of Hickman and the CITY enter into this Interlocal Agreement for the City of Hickman to:

- (1) Provide to the CITY any and all ordinances and regulations duly adopted by the City of Hickman related to individual sewage disposal systems, water supply systems, solid wastes, nuisances, air quality, open burning, and other health and safety hazards; and
 - (2) Act as the party primarily responsible for enforcement of the City of Hickman's ordinances, rules, and regulations related to the health and safety of the public.
- ii) The City of Hickman and the CITY enter into this Interlocal Agreement for the CITY to:
- (1) Investigate complaints presented by the City Clerk related to public health nuisance conditions, and other health and safety hazards;
 - (2) Generate necessary reports related to the findings of investigations conducted pursuant to this Interlocal Agreement and provide such reports to the City Clerk upon completion of each investigation;
 - (3) Cooperate with the City of Hickman Attorney in any enforcement actions brought by the City of Hickman involving any investigation conducted by the CITY according to the terms of this Interlocal Agreement;
 - (4) Appear as requested as a witness regarding the findings of investigations conducted according to the terms of this Interlocal Agreement.
 - (5) Review and permit all newly built or repaired on-site wastewater treatment systems within the corporate limits of the City of Hickman and its extra-territorial jurisdiction, assuring they meet minimum standards for design, construction, installation, maintenance, and operation as adopted by Ordinance.
 - (6) Review transfers of properties that are served by individual domestic water wells or onsite wastewater treatment systems to assure they meet minimum standards regulating design, construction, installation, maintenance, and operation as adopted by Ordinance.
 - (7) Review newly proposed subdivisions that will not be served by public water supply or community wastewater treatment for water, wastewater and environmental hazards.
 - (8) Review and permit open burning requests to assure they do not create health risks and meet minimum standards as adopted by Ordinance.
 - (9) The CITY retains the right to limit the amount of staff time and other resources it expends to provide services identified in this Interlocal Agreement.
2. **TERM** – The term of this Interlocal Agreement shall commence upon execution and shall continue until completion all obligations of this Interlocal Agreement but in no event longer than ten (10) years after the date of execution by the City.
 3. **TERMINATION FOR CONVENIENCE** – Either party may terminate this Interlocal Agreement for any reason for its own convenience. If either party elects to terminate this Interlocal Agreement prior to its expiration, the terminating party shall provide the other party with sixty (60) days written notice of the termination.
 4. **DUTIES GENERALLY** – Both parties to this Interlocal Agreement agree as follows:
 - i) To timely and professionally complete the services as described for both parties above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.

- ii) To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Interlocal Agreement.
- iii) To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
- iv) To conduct all activities related to the services in a lawful manner.
- v) To provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Interlocal Agreement.

5. **INDEPENDENT ENTITIES** – CITY has sole and exclusive charge and control of the manner and means of performance of the tasks required of it by this Interlocal Agreement. The CITY shall perform as an independent contractor, and it is expressly understood that neither the CITY nor any of its staff are employees of the City of Hickman and, thus they are not entitled to any City of Hickman benefits including, but not limited to, overtime, retirement benefits, workers' compensation insurance, sick leave, or injury leave. The CITY shall be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for all federal, state, local, and any other payroll taxes with respect to the CITY or its employees' compensation.

6. **INSURANCE**

- i) The City of Hickman shall maintain General Liability Insurance at its own expense during the life of this Interlocal Agreement, naming and protecting the City of Hickman and the City of Lincoln, its officials, employees, and volunteers as insured, against claims for damages resulting from (1) all acts or omissions, (2) bodily injury, including wrongful death, (3) personal injury liability, and (d) property damage which may arise from operations under this Interlocal Agreement whether such operations are by the City of Hickman and its employees, or those directly or indirectly employed by the City of Hickman. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
 - (1) All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 - (2) Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 - (3) Personal Injury Damage - \$1,000,000 each Occurrence; and
 - (4) Contractual Liability - \$1,000,000 each Occurrence; and
 - (5) Products Liability and Complete Operations - \$1,000,000 each Occurrence; and
 - (6) Medical Expenses (any one person) - \$10,000.
- ii) The following shall be provided and attached to this Interlocal Agreement by the City of Hickman:
 - (1) A Certificate of Insurance for its General Liability Insurance. The City of Lincoln shall be specifically named as an additional insurance on the General Liability Insurance Policy. The City of Hickman may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. The City of Lincoln shall be treated as an additional insured as if the City of Hickman possessed General Liability Insurance.
 - (2) Proof of Workers' Compensation Insurance, where appropriate.
- iii) The City of Hickman is required to provide the CITY with thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance as required by this

Interlocal Agreement. Further any General Liability Insurance Policy maintained in order to comply with this Interlocal Agreement shall specifically provide that the company from whom the policy is purchased will also provide the City of Lincoln thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance on the part of the City of Hickman.

iv) If the City of Hickman obtains General Liability Insurance during the term of this Interlocal Agreement, it shall add the City of Lincoln as an additional insured and provide a copy of the Certificate of Insurance and specific endorsement on the policy naming the City of Lincoln as an additional insured.

7. **INDEMNIFICATION** – To the fullest extent permitted by law, the City of Hickman shall indemnify, defend, and hold harmless the City of Lincoln, its officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of this Interlocal Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of the City of Hickman or anyone for whose acts any of them may be liable. This section will not require the City of Hickman to indemnify or hold harmless the City of Lincoln for any losses, damages, claims, and expenses arising out of or resulting from the sole negligence of the City of Lincoln. The City of Lincoln does not waive its governmental immunity by entering into this Interlocal Agreement and fully retains all immunities and defenses provided by law. This section survives termination of this Interlocal Agreement.
8. **AUDIT PROVISION** – The City of Hickman shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance records and materials germane to this Interlocal Agreement, as allowed by law.
9. **FAIR EMPLOYMENT** – The City of Hickman shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person’s race, color, religion, sex, disability, national origin ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. §48-1122, as amended.
10. **FAIR LABOR STANDARDS** – The City of Hickman shall maintain Fair Labor Standards in the performance of this Interlocal Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.
11. **NEBRASKA LAW** – This Interlocal Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.
12. **INTEGRATION, AMENDMENTS, ASSIGNMENT** – This Interlocal Agreement represents the entire Interlocal Agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Interlocal Agreement. This Interlocal Agreement may be amended only by written Interlocal Agreement of both parties. This Interlocal Agreement may not be assigned without the prior written consent of the other party.

13. **NEW EMPLOYEE VERIFICATION** - In accordance with Neb. Rev. Stat. 4-108 through 4-114, the City of Hickman agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. City of Hickman shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The City of Hickman may require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.
14. **SEVERABILITY & SAVINGS CLAUSE** – Each section and each subdivision of a section of this Interlocal Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Interlocal Agreement and invalidity of any section or subdivision of a section of this Interlocal Agreement shall not invalidate any other section or subdivision of a section thereof.
15. **CAPACITY** – The undersigned persons representing the City of Hickman and the City of Lincoln do hereby agree and represent that he or she is legally capable and authorized to sign this Interlocal Agreement and to lawfully bind the City of Hickman or the City of Lincoln to this Interlocal Agreement.

IN WITNESS WHEREOF, the City of Hickman and the City of Lincoln do hereby execute this Interlocal Agreement.

Phil Goering
 Mayor of Hickman
 115 Locust Street
 Hickman, Ne 68372

Leirion Gaylor Baird
 Mayor of Lincoln
 555 South 10th Street
 Lincoln, Nebraska 68508

Date of Execution

Date of Execution

ORDINANCE NO. 2023-12

AN ORDINANCE TO ADOPT THE STANDARDS AND REGULATIONS OF LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT REGARDING ON-SITE WASTEWATER TREATMENT SYSTEMS, SOLID WASTE, INSPECTION OF ON-SITE WATER SUPPLY SYSTEMS AND WASTEWATER TREATMENT SYSTEMS PRIOR TO THE SALE, TRANSFER OR CONVEYANCE OF PROPERTY, AND AIR POLLUTION CONTROL, IN ORDER TO MEET THE REQUIREMENTS FOR AN INTERLOCAL AGREEMENT WITH THE LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF PROVIDING HEALTH REGULATION INSPECTION AND ENFORCEMENT WITHIN THE CORPORATE LIMITS AND EXTRA-TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF HICKMAN, NEBRASKA, WHICH AGREEMENT IS TO BE APPROVED AND ADOPTED, AND TO PROVIDE THE EFFECTIVE DATE HEREOF, AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

Section 1. Except as provided by specific amendment, the standards and regulations set forth in Lancaster County Onsite Wastewater Treatment System Resolution R-15-004, as amended by R-22-014, as amended by R-22-086 (Exhibit A); Lancaster County Solid Waste Resolution R-87-4308 (Exhibit B); Lancaster County Property Transfer Resolution R-13-064, as amended by R-22-013, as amended by R-22-084 (Exhibit C); and Lancaster County Air Pollution Control Resolution R-13-073, as amended by R-22-0085 (Exhibit D); copies of which are attached hereto and incorporated herein by this reference, and as amended from time to time, are hereby adopted by reference and incorporated into the City of Hickman ordinances and municipal code.

Section 2. The Interlocal Agreement (Hickman RES2023-15) between the City of Lincoln, Nebraska, on behalf of the Lincoln-Lancaster County Health Department, ("City"), and the City of Hickman, Nebraska, for the purpose of providing health regulation inspection and enforcement within the corporate limits and extra-territorial jurisdiction of the City of Hickman, drafted September 12, 2023, as amended, is hereby approved and adopted by the City of Hickman, a copy of which is attached hereto (Exhibit E) and incorporated herein by this reference.

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

Passed and approved this 26th day of September, 2023.

Phil Goering, Mayor, City of Hickman

ATTEST:

Jaala Johnson, CMC, City Clerk

(SEAL)



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

September 22, 2023

City of Hickman
Attn: Kelly Oelke
PO Box 127
Hickman, Nebraska 68372

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Booster Pump Station (The "Project")
Hickman, Nebraska

Dear Ms. Oelke:

It is our understanding that the City of Hickman ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice 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.

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: October 1, 2023
Anticipated Completion Date: December 31, 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Seventy five thousand four hundred dollars (\$75,400.00). Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By *Dawn Killham*

By *Justin R Stank*

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF HICKMAN

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

- General Provisions
- Scope of Services
- Standard Labor Rate Schedule
- Reimbursable Expense Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated September 22, 2023 between City of Hickman, NE ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated September 22, 2023, between The 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: Hickman, Nebraska

Project Description: Booster Pump Station

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

DESIGN SERVICES

Phase 100 - Project Initiation and Administration

Task 101 – Project Administration

Coordinate activities between design groups and provide regular monitoring of production staff to ensure project schedule and budget are being maintained. Miscellaneous internal and external coordination, billings, QMP/PMP Documentation, and other project management tasks are also included.

Task 102 – Initial Kick-Off Meeting

Olsson to attend and preside over a kick-off meeting with the Hickman City Staff to determine specific design parameters, including future service area, fire flow requirements, fire protection system requirements and other water system operational characteristics necessary to prepare a preliminary design of a booster pump station and associated distribution system improvements for the second pressure zone.

Olsson will generate meeting minutes and distribute to all participants upon completion of the meeting.

Phase 200 – Preliminary Design

Task 201 – Internal Kickoff Meeting

Internal design team meeting to discuss the project needs, schedule, and coordination requirements.

Task 202 – Hydraulic Analysis

Olsson will utilize Hickman's existing hydraulic model to determine the appropriate pressure increase required to serve the proposed pressure zone service area and future growth, as well as to simulate the effect of adding the proposed booster pump station to the system. The model will be used to determine the necessary locations for installation of check valves and/or isolation valves to separate the future dual pressure zone system.

Task 203 – Preliminary Design Memorandum

Olsson will prepare a Preliminary Design Memorandum summarizing the purpose of the constructing of the booster pump station, results of the hydraulic analysis, and design parameters for the booster pump station, results of the hydraulic analysis, the design parameters for a pump station proposed operational characteristics, potential site locations and a budgetary cost estimate for the project. The preliminary document will be provided to the owner for review and comment.

Task 204 – Final Report

Olsson will incorporate comments from the Preliminary Design Memorandum meeting and prepare the Final Design Memorandum. Copies of the Final Design Memorandum will be provided to the Owner.

Phase 300 – Site Survey

Task 301 – Site Survey

Survey data will be collected at the booster pump station site. Buried utilities will be located based on records provided by the City and via One-Call. The site survey will not include a boundary survey, but research will be performed to accurately depict the right-of-way and property lines. Data will be used to prepare site drawings for use during design and plan preparation.

Phase 400 – Geotechnical Investigation

Task 401 – Drilling Services

○ Field Exploration

- a. Olsson will use a truck-mounted drill rig to complete the following soil test boring for the geotechnical exploration:

- One (1) soil test boring to a depth of 35 feet;
- One (1) bulk sample.

The soil boring will be advanced to the depth proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 35 linear feet.

- b. Soils will be sampled in general accordance with ASTM D1586 and ASTM D1587.
 - c. Olsson will obtain groundwater levels in the test boring at the time of drilling and upon completion of the drilling operations.
 - d. After obtaining groundwater level readings, Olsson will backfill the boring with the drilling spoils.
- **Field Exploration General Notes and Assumptions**
 - a. Olsson will contact Nebraska 811 to issue utility locate tickets in areas where drilling services are to be performed. The Nebraska 811 utility locate center only notifies participating operators, which typically include water and sewer transmission, fiber optic or telecom transmission, natural gas pipelines, and electrical distribution (up to electric meter).
To ensure the safety of the crew onsite, Client must inform Olsson of the location of all known private utilities and private utility service connections.
 - b. Each boring location must be readily accessible by conventional truck-mounted or all-terrain (agricultural tired) drilling rig.
 - c. Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete and asphalt pavement damage, and damage to underground sprinkler systems.

Task 402 – Geotechnical Services

- **Laboratory Services**

As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), thin-walled tube density tests (ASTM D7263), moisture content tests (ASTM D2216), Atterberg limit tests (ASTM D4318), percent passing No. 200 Sieve tests (ASTM D1140), Standard Proctor tests (ASTM D698), and one-dimensional collapse/consolidation tests (ASTM D2435).

- **Engineering Analysis and Report Preparation**

Olsson will perform engineering analyses and provide conclusions and recommendations regarding the following:

- a. Maximum allowable soil bearing pressures and estimates of maximum total and differential settlement for design of shallow foundations. Shallow foundation recommendations will include minimum footing sizes and the required frost depth or other minimum bearing depth. Remedial measures, such as over-excavation, surcharge, or

- ground improvement, will also be addressed, if needed.
- b. Lift thickness, moisture control, and compaction criteria for backfill and structural fill. OSHA standards for soil excavation criteria will be included or referenced.
 - c. Seismic soil site classification per ASCE 7 and IBC.
 - d. Anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
 - e. Shrink/swell characteristics of the on-site soils and the potential for reuse of on-site soils as structural fill.
 - f. Preparation of subgrade soils supporting concrete floor slabs, including an estimate of the modulus of subgrade reaction based on laboratory test results.
 - g. Foundation and slab-on-grade drainage requirements.
 - h. Lateral earth pressure values for restrained and/or unrestrained foundation/retaining walls, including passive pressures and sliding friction values to resist sliding.

Olsson will present our conclusions and recommendations in a written report that will include a map of boring locations, soil boring logs, and a summary of laboratory tests.

Phase 500 – Electrical Design

Task 501 – Electrical Design

Olsson will coordinate with Utility Company to design a new electrical service to the packaged pump station. Olsson will produce an electrical site plan to show the design of electrical service to packaged pump station (Assumes single point connection to pump station) and produce an electrical one-line diagram on the plans. Specifications for the electrical service will be provided on the plans. Excludes any design of packaged pump station, which will be performed by the pump station supplier.

Phase 500A – Generator Selection (Optional Phase)

Task 501A – Generator Section

Provide design of backup generator and Automatic Transfer Switch (ATS) to support packaged pump station. Include location for generator and ATS on electrical site plan. Produce specifications in book form for generator/ATS. Update electrical one-line diagram to include generator and ATS.

Phase 600 – Telecommunications Design

Task 601 – Telecommunications Design

- Engineer will provide 2 site visits during design. (Kickoff and 1 Client Review)
- Engineer will attend all client meetings virtually.
- Engineer will provide instrumentation and control system specifications.
- Engineer will provide piping and instrumentation diagram (P&ID) design, coordination, and drafting.
- Engineer will provide package system instrumentation specifications.
- Engineer will provide communications cabling and conduit design and drafting.
- Engineer will provide control system cabling conduit design and drafting.
- Engineer will provide package system PLC panel specifications.
- Engineer will review and specify vendor provided control system components to be compatible for integration with new and existing SCADA standard hardware and software.
- Engineer will provide a control system sequence of operation description for new equipment.
- Engineer will provide SCADA sequence of operation for coordination with Existing Control System Integrator.
- Engineer will NOT provide control system integration services.
- Engineer will NOT provide construction administration services.

Phase 700 – Structural Design

Task 701 – Structural Design

Provide design and detailing for the foundation and slab to support a booster pump station skid, using the geotechnical report, giving allowable bearing pressures as a reference. It's assumed that the foundation will be shallow, not requiring intermediate or deep foundation design. Book or sheet specifications will be provided as deemed necessary for the project for 3000 series specifications (concrete). Olsson will generate cost estimate information for the foundation for use in the Engineer's OPC (Task 803).

Phase 800 – Final Design

Task 801 – Construction Drawings

Prepare construction drawings for construction by private contractors on a competitive bid basis. Final construction drawings will be prepared in CAD file format acceptable to the City. Anticipated drawings may include the following:

- Cover Sheet
- Site Plan
- Pump Station Plan and Sections (provided by BPS Manufacturer)
- Electrical
- Instrumentation
- Foundation Design

- Distribution System Modifications
- Miscellaneous Details

Task 802 – Technical Specifications

Prepare project specifications for the solicitation of bids to include bidding documents and the technical specifications. Technical specifications will be developed relating to equipment, materials, and construction standards required for the work. Bidding documents shall include the Invitation to Bid, Bid Proposal, Agreement, Instructions to Bidders, General Conditions and Supplementary Conditions and other miscellaneous technical specification sections required to provide a complete bid package for use by prospective contractors.

The majority of the specifications will be included in the specifications book, although some divisions intend to provide their specifications on their individual plan sheets.

Task 803 – Prepare Opinion of Probable Cost (OPC)

Advise Client of any adjustments to the latest opinion of probable construction cost caused by changed in general scope, extend of character or design requirements of the Project of Construction Costs. Furnished to Client a revised opinion of probable Total Project Costs based on the Drawings and Specification.

Task 804 – Quality Control Review

Perform an independent quality control review of the 90% drawings and specifications. This review will verify conformity with the Preliminary Design and ensure completeness, biddability, and constructability.

Task 805 – Prepare Submittal Documents for NDEE Approval

Provide design drawings and technical specification for submittal to reviewing authority on behalf of the Client to obtain approval of such governmental authority having jurisdiction to approve the design of the Project and assist Client in consultations with appropriate authority. The NDEE review fee, calculated as one hundred dollars plus one half of one percent of the OPC, will be the responsibility of the Client.

Taks 806 – Revise Plans and Specifications form Comments

Review comments from the Owner and NDEE and will be incorporated into the final construction documents.

Phase 900 – Bidding Phase Services

Taks 901 – Prepare Notice to Bidders and Issue Bid Documents

Identify potential contractors and suppliers and distribute copies of Invitation to Bid. Maintain a record of prospective bidders and suppliers to whom drawings and specifications have been issued. Provide a sufficient number of sets of construction documents for bidding purposes and distribute drawing specifications to prospective bidders as requested.

Task 902 – Answer Questions and Prepare Agenda

Olsson will interpret construction contract documents and provide written responses (as required) to questions from bidders requiring clarification during the bidding period. Olsson will prepare and issue agenda to the construction contract documents when required.

Taks 903 – Bid Opening, Review and Evaluation of Bids

Olsson will attend the bid opening with the Client, prepare bid tabulation of bids received, and distribute to all bidders. Olsson will evaluate bids and make written recommendation to the City to award the project to the lowest responsible and responsive bidder.

Task 904– Conform Contract Documents

Prepare and distribute conforming copies of the construction contract documents. These services will include review of Contractor's bonds, furnishing the Contractor unsigned construction contract documents, and transmitting the construction contract documents to the City for signature and distribution. Receive copies of the Contractor's insurance certificates for the City.

Olsson 2023 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Regional / Practice Leader	\$ 376.00
Office Leader / Sr Project Manager	\$ 289.00
Senior Project Manager	\$ 289.00
Client Relationship Manager / Industry Expert	\$ 289.00
Team Leader	\$ 249.00
Technical Leader	\$ 211.00
Senior Engineer	\$ 212.00
Project Engineer	\$ 175.00
Associate Engineer	\$ 149.00
Assistant Engineer	\$ 126.00
Senior Scientist	\$ 191.00
Project Scientist	\$ 147.00
Associate Scientist	\$ 123.00
Assistant Scientist	\$ 100.00
Senior Planner	\$ 193.00
Project Planner	\$ 147.00
Associate Planner	\$ 124.00
Assistant Planner	\$ 102.00
Senior Landscape Architect	\$ 191.00
Project Landscape Architect	\$ 152.00
Associate Landscape Architect	\$ 128.00
Assistant Landscape Designer	\$ 105.00
GIS Specialist	\$ 152.00
Systems Specialist	\$ 151.00
Senior Architect	\$ 198.00
Project Architect	\$ 159.00
Associate Architect	\$ 131.00
Assistant Architect	\$ 109.00
Design Manager / Technical Manager	\$ 175.00
Design Associate	\$ 140.00
Senior Technician	\$ 114.00
Associate Technician	\$ 96.00
Assistant Technician	\$ 84.00
Commissioning Technical Manager / Manager	\$ 242.00
Commissioning Agent	\$ 212.00
Commissioning Senior Technician	\$ 180.00
Commissioning Associate Technician	\$ 154.00
Commissioning Assistant Technician	\$ 128.00
Stormwater Compliance Senior Specialist / Leader	\$ 196.00
Stormwater Compliance Specialist / Sr Coordinator	\$ 151.00
Stormwater Compliance Coordinator	\$ 119.00
Stormwater Compliance Assistant	\$ 93.00

Olsson 2023 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Project Senior Coordinator	\$ 131.00
Project Coordinator	\$ 100.00
Accounting Senior Specialist	\$ 166.00
Administrative Manager / Sr Specialist	\$ 114.00
Administrative Specialist/Sr Coordinator	\$ 107.00
Administrative Coordinator	\$ 95.00
Administrative Assistant	\$ 72.00
Public Engagement Specialist / Sr Coordinator	\$ 133.00
Public Engagement Coordinator	\$ 105.00
Public Engagement Assistant	\$ 88.00
Student Intern - Level 3	\$ 98.00
Student Intern - Level 2	\$ 84.00
Student Intern - Level 1	\$ 70.00

Note: Olsson's labor rates will increase by 5% on January 1st every year of a multi-year contract

Billing Rate Schedules for Surveying, Construction, Drilling, and Special Inspections/Materials Testing will be provided as an Appendices, as needed.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.655/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

RESOLUTION NO. 2023-17
Surplus Property Declaration

WHEREAS, The City of Hickman has authority under Nebraska State Statute 17-503.01 and Section 6-111 of the Municipal Code of Hickman, to order the sale of City owned personal property through the adoption of a resolution by the City Council directing the sale and the manner and terms of the sale, and

WHEREAS, The City of Hickman has personal property with a fair market value of less than \$5,000.00, described as follows, that is hereby declared to be surplus property and the same is hereby directed to be sold at or above the stated minimum bids:

2016 Gravely Pro Turn 460
Commercial Mower
Model No. 992274
Serial No. 050191
Hours: 1,059
Minimum Bid: \$2,250.00

2016 Gravely Pro Turn 460
Commercial Mower
Model No. 992274
Serial No. 050193
Hours: 875
Minimum Bid: \$2,250.00

Rubber Speed Bumps: 6-foot Black/Yellow Reflective Striped (Qty 8) with Lag Bolts (4 per strip); End Caps (Qty 16) with Spike (Qty16).
Manufactured from earth-friendly, 100% recycled tires. Embedded "cat-eye" reflectors to enhance visibility. Pre-drilled for anchoring spike or lag bolts. NEW not used, sold as lot.
Minimum Bid: \$1,500.00

WHEREAS, The City of Hickman has established the following terms and conditions for the sale of the above described property:

- 1) Bids must be submitted via auctions on eBay at www.ebay.com;
- 2) Property is being sold "as-is" without warranty;
- 3) Item will be sold to the highest bidder; if the highest bidder fails to make payment it will result in either a) the City accepting the next highest bid on eBay, or b) the City rejecting all bids and canceling the sale;
- 4) Payment must be made via PayPal, Money Order, personal check or cash;
- 5) Sold property must be paid for within ten (10) business days after the date of auction ending;
- 6) Property will not be released until payment clears the City's bank or upon payment with cash;
- 7) Upon notification of payment clearing the City's bank, arrangements must be made within six (6) business days to remove the property from the City property between normal business hours (Monday through Friday; 7:30 am to 3:30 pm);

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Governing Body of the City of Hickman that the above described surplus property be sold by the City of Hickman after notice of such sale has been posted in three prominent places within the municipality for a period of not less than seven (7) business days prior to the sale of such property via eBay. Said notice shall give general description of the surplus property offered for sale and state the terms and conditions of such sale.

PASSED AND APPROVED this 26th day of September 2023.

Phil Goering, Mayor

ATTEST: Jaala Johnson, CMC, City Clerk

RESOLUTION NO. 2023-18

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

WHEREAS, the City of Hickman, Nebraska receives Highway Allocation Funds from the State of Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HICKMAN, NEBRASKA, that the City of Hickman will transfer \$82,267.00 from the City of Hickman's General Fund to the City of Hickman's Street Fund to cover the 25% Match of Highway Allocation Receipts.

PASSED AND APPROVED this 26th day of September 2023.

Mayor Phil Goering

ATTEST:

Jaala Johnson, CMC, City Clerk

(SEAL)

REGIONAL CHILDCARE SURVEY

Committed individuals within the Bennet community are looking to establish a childcare committee and are seeking feedback on past and current childcare needs within the region.

We encourage all residents, business owners, community leaders, and current providers to participate by taking this survey. Your feedback is valued and appreciated!

Visit www.surveymonkey.com/r/375H8PX to access the survey on your computer or scan the QR Code.

The survey will close on September 22, 2023.

Please call
402-677-9911
if you need
assistance or have
any further
questions.





NMPP MEAN NPGA ACE

MEMORANDUM

TO: Participants in NMPP's Annual Typical Bill Rate Survey

FROM: David Russell, Director of Digital Solutions

DATE: September 12, 2023

SUBJECT: 2023 Typical Bill Survey Process Update

We wanted to take a moment to update you on an important decision regarding our annual Typical Bill Survey. After considerable deliberation, we have decided to postpone the customary NMPP rate survey this year. We anticipate resuming this practice in the fall of 2024.

Over the years, the rate survey has served as a vital tool in understanding and benchmarking our industry's dynamics. However, our analyses have shown, in general, that the survey's rates have not experienced significant fluctuations from the previous year, indicating the forthcoming reported rates would likely not deviate substantially from last year's data.

Furthermore, we are committed to constantly improving the quality and relevance of the data we provide. During this hiatus, we plan to dedicate our efforts toward refining our methodology and making improvements to the overall product. This decision aligns with our proactive approach to constantly evolving and adapting in order to provide you with the most accurate and beneficial data possible.

By resuming in 2024, we intend to return with a more robust, insightful, and valuable tool that will aid in more precise and informed decision-making. We truly believe this strategic pause will allow us to come back with a product that is more aligned with the current trends and demands of our industry.

We understand many rely on this data, and we are here to support you during this period. Should you have any queries or require further assistance, please do not hesitate to reach out to us. We are more than happy to help.

Thank you for your understanding and continued partnership. We look forward to delivering a more refined and enhanced rate survey in 2024. If you have any questions regarding the survey or require further assistance, please contact Mandy Hansen, Member Services Project Manager at (402)473-8259 or mhansen@nmppenergy.org.