

City Council Regular Meeting
Tuesday, November 28, 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 November 14, 2023 City Council Meeting Minutes

5.B. Claims and Accounts Payable Report

6. Proclamations, Presentations, Appointments, Affirmations & Introductions
 - 6.A. Presentation of areas proposed as blighted and substandard and in need of redevelopment pursuant to the Nebraska Community Development Law. Legal Descriptions: Lots One (1) and Two (2), Wizkidz Addition, Lancaster County, Nebraska.
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. Ordinance 2023-14, Annexation of Wizkidz Addition (3rd & Final Reading)
 - 9.B. Ordinance 2023-15, Final Plat Barber Estates Addition (Introduced 11.14.2023)
10. New Business
 - 10.A. Resolution - 2023-26, Declaration of Areas as Blighted and Substandard and in Need of Redevelopment Pursuant to the Nebraska Community Development Law, Legal Descriptions: Lots One (1) and Two (2), Wizkidz Addition, Lancaster County, Nebraska.
 - 10.B. Consideration of Change of Order No. 1 for Adding Valves for the Water Treatment Plant 2nd Train Project
 - 10.C. Certificate of Payment No. 2 to Midwest Mechanical Industrial Services, LLC for Hickman Water Treatment Plant 2nd Train Project in the amount of \$121,125.00.
 - 10.D. Consideration of Change of Order No. 1 for Removal of Abandoned Sewer Piping for the Wastewater Treatment Plant Headworks and Final Clarifier Project
 - 10.E. Consideration of Test Well Proposal
 - 10.F. Consideration of Termination of License and Management Agreement with Hickman Legion Post 105 (RES2023-02)

- 10.G. Consideration of All-Inclusive/Accessible Playground Equipment Project with Hickman Area Community Foundation Fund (Main Park)
- 10.H. Consideration to Cancel December 26, 2023 City Council Regular Scheduled Meeting and Consolidate City Business into the January 9, 2023 City Council Meeting
- 10.I. Request to Use City Property for Annual Animal Run Event on Saturday February 3, 2024 with Proof of Insurance
- 11. City Administrator's Report
- 12. Governing Body Comments & Council Correspondence
 - 12.A. Candidate Filing Dates & Filing Fee for Primary & General Elections 2024
- 13. Meeting Adjournment

MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD NOVEMBER 14, 2023

Council President Doug Wagner called the meeting to order at 7:00 pm on November 14, 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, Chad Parker, and John Meese were present for Roll Call. Mayor Goering 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 October 24, 2023 and October 27, 2023 Meeting Minutes, and line-item content of Claims Report with the Governing Body. Motion by Council Member Noren and a second by Meese to approve the consent agenda. The following Council Members voted “YEA”: Noren, Wagner, Ziemann, Borchardt, Parker, Meese. The following Council Members voted “NAY”: None. Motion passed 6-0.

Proclamations, Presentations, Appointments, Affirmations & Introductions – None

Reports

Deputy Dowhower presented the Lancaster County Sheriff's Report to the Governing Body. City Administrator presented and discussed the October 2023 Community Center Report with the Governing Body.

Motion by Council Member Parker and a second by Ziemann to approve Reports Agenda. The following Council Members voted “YEA”: Noren, Wagner, Ziemann, Borchardt, Parker, Meese. The following Council Members voted “NAY”: None. Motion passed 6-0.

Public Hearings

Council President Wagner presented the purpose of the hearing is to provide an opportunity for public comment on a replat of a future developable outlot into buildable lots for three multi-family units, garage unit(s), and outlot(s) in Hickman's municipal limits using 4.28 acres, as shown on the Preliminary Plat for Barber Estates Addition. Legal Description: Tower Ridge Addition, Outlot A, Hickman, NE 68372. Located in the SW ¼ of S27, T8, R7, 6th Principal Meridian, Lancaster County, Nebraska.

Council President Wagner opened the Public Hearing at 7:11PM.

Nate Burnett with Rega Engineering, 601 Old Cheney spoke in favor of the preliminary plat. Mr. Burnett reviewed the details of the preliminary plat with the Governing Body and discussed that this was not a change of zone request as it is already zoned for the use. The waivers for this project are setbacks only on the South side of site for ROW for the City of Hickman and one and a half parking stalls per unit, which is now an adopted regulation.

Mr. Walt Nelson at 825 E. 9th Street discussed that he would like to have Mr. Barber at the meetings for questions by neighbors on this project. Mr. Nelson discussed the road to Chicory from the apartment building is supposed to have a curb with a couple of feet of grass per the Planning Commission meeting, the neighborhood is wanting to separate the apartment building from their families. Mr. Nelson thanked Mayor Goering and City Staff for putting this project through the meeting process and for the Council Members that came to the neighborhood to hear the residents' concerns. Lori Wichman at 935 Chicory spoke about the amount of traffic going through their neighborhood is already high and this project will only increase that traffic.

John Macke spoke on the crosswalk that was presented at the Planning Commission meeting going to Hickman Road.

Chelsea Hood-Reese 795 E. 9th Street spoke on affordable housing being truly affordable, the water flow direction and pressure of water flow with storms, and concerns of how this project will impact the water flow in their neighborhood. Ms. Hood-Reese discussed the rollover curb being used for emergency vehicles and who will maintain that area.

Danielle Brink at 735 E 9th Street spoke on the amount of green space with the project, the water retention, and the additional children that would be added to the school district.

Cory Ostrander at 880 Morning Glory Ct discussed the rollover curb and the water retention plan for the project.

No neutral public comments were received for the Public Hearing.

Motion by Council Member Parker and a second by Meese to close the Public Hearing at 7:38PM. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker, Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

Council President Wagner presented The purpose of the hearing is to provide an opportunity for public comment on a replat of a future developable outlot into lots and outlot(s) in Hickman's municipal limits using 4.28 acres, as shown on the Final Plat for Barber Estates Addition. Legal Description: Tower Ridge Addition, Outlot A, Hickman, NE 68372. Located in the SW ¼ of S27, T8, R7, 6th Principal Meridian, Lancaster County, Nebraska.

Council President Wagner opened the Public Hearing at 7:38PM.

Nate Burnett with Rega Engineering, 601 Old Cheney spoke in favor of the Final Plat. Mr. Burnett discussed that the final plat is to legally create lots and outlots for the project. The vegetation curb rollover is a secondary path for emergency vehicles that is required by the City of Hickman and not the main path. The detention area for water overflow was increased in size per the request of Planning Commission.

Mr. Walt Nelson at 825 E. 9th Street spoke in opposition and discussed city government listening to their citizens. Mr. Nelson presented the issues the current residents of the neighborhood, for the project not to use Chicory as an exit, the builder plant and maintain a plant buffer between the lots, the waterflow to not run into their properties, residents of apartments remembering that they have families living all around them. Mr. Nelson asked if there are any regulations with pets in the apartment building. That the parking for the apartment residents do not use the neighborhood streets. The timeline of the project be planned out properly.

Joy Helmink at 940 Chicory spoke in opposition and discussed the concerns with increased traffic in the neighborhood.

Chelsea Hood-Reese 795 E. 9th Street spoke in a neutral capacity and discussed the concerns for vehicle, foot, and construction traffic. Ms. Hood-Reese discussed emergency vehicle traffic and what is the first plan in place for those vehicles. Ms. Hood-Reese discussed the water flow and the state of the berm that is currently in place.

Lori Wichman at 935 Chicory Lane spoke in neutral capacity and stated that she does not understand why we are building the apartments and that she does not feel that we need to increase the amount of apartments buildings we have. Ms. Wichman discussed the use of Chicory Lane and property values decreasing because residents of apartment buildings don't take care of them.

Cory Ostrander at 880 Morning Glory Court spoke in neutral capacity and discussed the project being a phased project and the concerns with what items will be done in what phases.

Motion by Council Member Noren and a second by Parker to close the Public Hearing at 7:57PM. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker, Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

Council President Wagner presented The purpose of the hearing is to provide an opportunity for Public Comment on the City of Hickman's acquisition of land for the expansion of the City's Municipal Wells for the Water Department. Legal Description: The South Half of the Northeast Quarter of Section 15, Township 7 North, Range 7 East of the 6th P.M. Lancaster County, Nebraska.

Council President Wagner opened the Public Hearing at 7:58PM.

No public comments in support or opposition were received.

Joy Helmink at 940 Chicory requested information on the location of land and if the city has enough infrastructure to fulfill the addition.

Motion by Council Member Ziemann and a second by Noren to close the Public Hearing at 8:02PM.

The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker, Meese.

The following Council Members voted "NAY": None. Motion passed 6-0.

Unfinished Business

Council President Wagner presented Ordinance 2023-14, Annexation of Wizkidz Addition.

Motion by Council Member Noren and a second by Wagner to pass Ordinance 2023-14 on the second reading. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker, Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

New Business

Council President Wagner presented the Certificate of Payment No. 1 to Midwest Mechanical Industrial Services, LLC for Hickman Water Treatment Plant 2nd Train Project in the amount of \$98,325.00. Motion by Council Member Ziemann and a second by Parker to approve Certificate of Payment No. 1 to Midwest Mechanical Industrial Services, LLC for Hickman Water Treatment Plant 2nd Train Project in the amount of \$98,325.00. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker, Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

Council President Wagner presented Master Agreement Work Order: Agreement for Professional Services with Olsson for Buel Phase 3 Apartment Complex Addition Power Distribution Design. This is an amendment to the agreement with the city for electrical infrastructure and is standard with new developments for the city. Motion by Council Member Noren and a second by Meese to approve Master Agreement Work Order: Agreement for Professional Services with Olsson for Buel Phase 3 Apartment Complex Addition Power Distribution Design. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker, Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

Council President Wagner presented Resolution 2023-22, Local Approval of Lottery/Keno Sales Outlet. A resolution approving J & K Dreams dba the Hickman Bar & Grill as a keno sales outlet for the City of Hickman keno lottery. Be it resolved by the city council of the city of Hickman, Nebraska:

SECTION 1. Subject to the granting of all necessary state licenses and approvals, the City hereby approves J & K Dreams dba The Hickman Bar & Grill as a Keno Sales Outlet in the City of Hickman at 107 Locust Street, Hickman, Nebraska.

SECTION 2. Zeilinger Keno Inc., the City's approved lottery operator (Resolution 2014-13), will facilitate and coordinate all necessary forms and applications for J & K Dreams dba The Hickman Bar & grill for Keno Sales at 107 Locust Street, Hickman, Nebraska.

SECTION 3. This resolution shall be in full force and effect from and following the passage and publication hereof as required by law. PASSED AND APPROVED this 14th day of November, 2023.

The City Administrator discussed that the resolution is requirement of the Nebraska Department of Revenue Charitable Gaming Department approving J&K Dreams to continue with the sales of keno lottery. Motion by Council Member Parker and a second by Ziemann to approve Resolution 2023-22, Keno Sales Outlet. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker, Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

Council President Wagner presented Resolution 2023-23, Signing of the Year-End Certification of City Street Superintendent 2023. Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson. Be it resolved that the Mayor Village Board Chairperson of the City of Hickman is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s). Adopted 14th day of , 2023 at Hickman, Nebraska. City Council Board Members, Noren, Wagner, Ziemann, Borchardt, Parker, Meese. City Council Board Member Chad Parker Moved the adoption of said resolution.

Member John Meese Seconded the Motion Roll Call 6 Yes 0 No 0 Abstained 0 Absent Resolution adopted, signed, and billed as adopted.

City Administrator discussed that this is a requirement by state statute for the city's Street Superintendent, Justin Stark with Olsson's. This is how the city receives the highway allocation fund revenues. Motion by Council Member Parker and a second by Meese to approve Resolution 2023-23, Signing of the Year-End Certification of City Street Superintendent 2023. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker, Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

Council President Wagner presented Resolution 2023-24, WHEREAS, Rega Engineering Group, Inc. on behalf of FUN, LLC, Mr. Matthew Barber, has submitted a preliminary plat to the City of Hickman, Nebraska, for Barber Estates Addition Subdivision, property legally described as Timber Ridge addition, outlot a (SW ¼ of S27, T8, R7, 6th principal meridian, Lancaster County, Nebraska). and generally located North of 7th Street (Hickman Road) and approximately 828 feet East of Chestnut Street (South 68th Street); and,

WHEREAS, the Planning Commission of the City of Hickman met on October 3, 2023 to hold a public hearing and review said preliminary plat, and voted to recommend to the City Council conditional approval of Barber Estates Addition Preliminary Plat with the following conditions:

1. To allow internal lots to have a zero-foot setback for principal and accessory buildings, if, the minimum distance between buildings complies with building codes and state fire marshal requirements, and in no case shall a building be constructed over a lot line.
2. To allow a twenty-foot building setback around the south side of property and amend the waiver to state a twenty foot setback on the south side only.
3. To allow off-street parking to be constructed to a minimum requirement is 1.5 stalls per dwelling unit.
4. To allow the pedestrian sidewalk to loop internally.
5. To provide a sidewalk connection to Seventh Street.
6. To provide additional study and development into the retention pond drainage.
7. To provide vegetation, opposed to a fence, for screening on the north side in the open spaces where the garage is not located.

WHEREAS, the City Council of the City of Hickman has reviewed the preliminary plat and has

determined it is in the best interest of the City of Hickman, Nebraska to grant acceptance of the preliminary plat, with the inclusion of the recommendations of the Planning Commission as stated above, and allow the developer to prepare and submit a final plat in conformance with the approved preliminary plat drawn; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hickman, Nebraska, that Barber Estates Addition Subdivision, property legally described as TIMBER RIDGE ADDITION, OUTLOT A (SW ¼ OF S27, T8, R7, 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA) and generally located North of 7th Street (Hickman Road) and approximately 828 feet East of Chestnut Street (South 68th Street) is hereby approved, with the conditions of incorporating the recommendations from the City Engineer and any permitting and building requirements of all governing and regulatory bodies, prior to submitting the final plat for Barber Estates Addition Subdivision. PASSED AND APPROVED THIS 14TH DAY OF NOVEMBER 2023.

City Administrator discussed that the waivers are included in the resolution from the Planning Commission October, 2023 meeting.

Motion by Council Member Parker and a second by Meese to approve Resolution 2023-24, Barber Estates Addition Preliminary Plat. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker, Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

Council President Wagner presented Resolution 2023-25, RESOLUTION NO. 2023-25 City of Hickman, Nebraska, a resolution of the Mayor and City Council of the city of Hickman, Nebraska authorizing the acquisition of certain real property for use by the city. Recitals

A. KENNETH J. HESSER REVOCABLE TRUST, owns certain real property located in Lancaster County more particularly described as: S15, T7, R7, 6TH PRINCIPAL MERIDIAN, S1/2 NE

B. The City's acquisition of the above-described real property will benefit the City and its residents as the property will be used for expansion of the City's Municipal Well's for the Water Department.

C. Neb. Rev. Stat. § 18-1755 and Hickman Municipal Code § 6-110 authorize the City to acquire real property upon approval of the acquisition by action taken in a public meeting after notice and public hearing.

D. The City has held a public hearing and desires to purchase the real property.

NOW THEREFORE, be it resolved by the City of Hickman, Nebraska:

1. The City hereby approves the acquisition of real property from Kenneth J. Hesser Revocable Trust, in accordance with the authority under Nebraska law and the Hickman Municipal Code.

2. The Mayor and City Administrator of the City is hereby authorized to execute a Purchase Agreement and to take all actions necessary to effectuate the acquisition of real property from Kenneth J. Hesser Revocable Trust. This has been approved on November 14, 2023.

City Administrator discussed that the city has been looking for additional water supply and after multiple closed session meeting discussions the city is planning to purchase Real Property for expansion of municipal wells for the Water Department. The property is located South of Hickman near 82nd and Olive Creek Road. The resolution authorizes the Mayor and City Administrator to execute a purchase agreement and to take actions necessary to effectuate the real property. Text edit with Resolution 2023-25 to include Charlene A. Hesser as owner in addition to owner Kenneth J. Hesser Revocable Trust. Motion by Council Member Parker and a second by Ziemann to approve Resolution 2023-25, Resolution 2023-25 with friendly text edits. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker, Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

City Administrator presented Ordinance 2023-15, Final Plat Barber Estates Addition. The Subdivision Agreement was finalized and includes waivers recommended by Planning Commission, owner maintenance falls upon subdivider, internal sidewalks being ADA compliant and remain privately owned, property subject to corridor overlay district guidelines by the City of Hickman, installing water and wastewater systems with utility easements around the border property, electrical infrastructure easements, adhering to the regulations for stormwater drainage at the responsibility of the developer, maintenance of property access points, parking lots, sidewalks and lighting by subdivider, and stop signs placed by subdivider. Councilmembers discussed additional language to the agreement and having the developer and City Engineer attend the next meeting.

Council Member Noren introduced Ordinance 2023-15 and asked City Clerk to read by title, an ordinance to approve the subdivision agreement and final plat of Barber Estates Addition, a subdivision within the zoning jurisdiction of the city of Hickman, Lancaster County, Nebraska; and to provide for an effective date thereof.

Motion by Council Member Ziemann and a second by Borchardt to table Ordinance 2023-15 until the November 28th City Council meeting. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker, Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

City Administrator's Report

City Administrator discussed that the city staff will be placing pedestrian crossing street signs on Hickman Road to help with traffic. The city will be putting together RFPs for an Auditor for the city and present them to the City Council. There will be a booster pump meeting this week for the Water Treatment Plant project. City staff are finishing up interviews for the Office Assistant and Treasurer position and will have an announcement about those positions soon. The city received the \$133,192.00 grant for the Roundabout, Underpass project from Lower Plat South NRD for the 50% of eligible items of that project. Motion by Council Member Ziemann and a second by Meese to approve the City Administrator's Report. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker, Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

Governing Body Comments and Correspondence

Council President Wagner announced that the City Office will be Closed for Thanksgiving Holiday November 23 & 24, 2023.

Adjournment

Motion by Council Member Parker and a second by Ziemann to adjourn the meeting at 8:47PM. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Borchardt, Parker, Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

Doug Wagner, Council President

Jaala Johnson, CMC, City Clerk

City Council Meeting November 28, 2023
Accounts Payable as of November 22, 2023

Vendor	Memo	Open Balance	Check No.
Al's Johns	INV# 80141- Portable Restroom for Flag Football & Soccer	150.00	
Andy's Truck & Auto	Replace 4 Tires & Oil Change Equinox	557.00	
Bizco Technologies	October 2023 Proofpoint Monitoring Service	36.00	
Capital City	Inv # 293650- Refuse and Recycling Monthly Service	120.00	
Conner Sperling	2023 Referee Fees(6 Games)	240.00	
DHHS Drinking Water Division	Inv# 41748- Wade's Water License Grade 6 Renewal	115.00	
DHHS Drinking Water Division	Inv# 39938- Wade's Water License Grade 2 Renewal	115.00	
DHHS Drinking Water Division	Inv# 40103- Trent's Water License Grade 3 Renewal	115.00	
Executive Answering Service	Inv# 222500022- Answering Service 10.17.2023-11/13/2023	75.25	
Fish Window Cleaning	Inv# 284560040 - Community Center Window Cleaning Inside & Out	514.67	
Hawkins, Inc.	Invoice #6628568 Water Treatment Chemicals	1,064.05	
Hawkins, Inc.	Invoice #6625570 Chlorine Cylinder	10.00	
Ian McDaniel	2023 Referee Fees(3 Games)	120.00	
Jami Painter	Utility Deposit Refund	100.00	
JEO Consulting Group, Inc.	Inv# 145880- Project No. R230102- ArcGIS Online Payment #3	3,492.50	
NE Public Health Environmental Lab	Inv # 571622- Water Sampling , Treatment Plant	135.00	
Norris Public Power	Inv# 10885 - Fault 10.16.23 4hrs	1,032.00	
Olsson	Inv# 479105- Project # 020-31290 Phase 710 Water Model Consult Services	1,482.73	
Olsson	Inv# 479074- Project # 022-02777 WTP Improvement	6,660.82	
Olsson	Inv# 478824- Project # 017-32130 Roundabout Intersection Improvement	6,647.42	
Olsson	Inv# 478843- Project # 021-01497 WRRF Headworks & Final Clarifier	10,268.40	
Sargent Drilling	Annual Testing Wells 1,2,3,4	2,456.00	
Schmader Electric Const. Co., Inc.	Inv# 2660 - RxR Repair from Outage	1,175.00	
Schmader Electric Const. Co., Inc.	Inv# 2659 - Swap Primary for Great Plains	345.00	
Schmader Electric Const. Co., Inc.	Inv# 2658 - Fencerock Repair	645.00	
Schmader Electric Const. Co., Inc.	Inv# 2645 - Tool Repair, Crimper	576.46	
Securitas Technology Corporation	Inv# 6003721943- Maint. 12/1/2023 to 2/29/2024 - Main Park Security	112.05	
TCA Outdoor Power	Inv# 19831 - Chainsaw Blades & Loop	155.95	
University of Nebraska Omaha	Clerks School 2024	273.00	
TOTAL		\$38,789.30	

**City Council Meeting November 28, 2023
Accounts Payable as of November 22, 2023**

Vendor	Memo	Payment	Check No
Ameritas Life Ins., Corp.	Employee Pension Plans	\$3,438.20	ACH
Black Hills Energy	Utilities - 588 Chestnut & 5th St. Street Shop, Community Center	\$285.64	ACH
ICMA Mission Square	Employee Retirement Contribution	\$513.70	ACH
IRS	Payroll Taxes	\$6,945.75	EFTPS
Nebraska Department of Revenue	Sales Tax October 2023	\$13,697.28	ACH
Nebraska Department of Revenue	Payroll Taxes October 2023	\$2,486.08	ACH
Payroll Distribution (Net Pay)	City Staff 11.17.2023	\$21,671.30	ACH
State of NE	Employee Liabilities	\$217.85	ACH
Office Depot	October 2023, Name Plates	\$51.31	ACH
UNUM	December 2023 Employee Premiums	\$106.05	ACH
Windstream	Acct#xxxx9853 - Wastewater Treatment Plant Phone	\$73.78	ACH
Windstream	Acct# xxxx2029 - City Office Phone & Internet	\$892.34	ACH
Windstream	Acct# xxxx9419 - Water Treatment Plant Phone	\$103.51	ACH
TOTAL		\$ 50,482.79	
TOTAL CLAIMS REPORT		\$ 89,272.09	

Reviewed and Approved on November 28, 2023

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

City of Hickman, Nebraska.

Blight & Substandard Determination Study.

Redevelopment Area #2.

June, 2023.



HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH

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**HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH**

*COMPREHENSIVE PLANS & ZONING * HOUSING STUDIES *
DOWNTOWN, NEIGHBORHOOD & REDEVELOPMENT PLANNING *
CONSULTANTS FOR AFFORDABLE HOUSING DEVELOPMENTS**

**Lincoln, Nebraska* 402.464.5383 **

Becky Hanna, Tim Keelan, Keith Carl & Ember Batelaan

City of Hickman, Nebraska
Blight & Substandard Determination Study
Redevelopment Area #2

BLIGHT & SUBSTANDARD DETERMINATION STUDY

EXECUTIVE SUMMARY

Purpose of Study

The purpose of this **Blight and Substandard Determination Study** is to apply the criteria set forth in the **Nebraska Community Development Law, Section 18-2103**, to the designated **Redevelopment Area** in the City of Hickman, Nebraska. The results of this **Study** will assist the City in declaring **Redevelopment Area #2** as both **blighted and substandard**.

Location

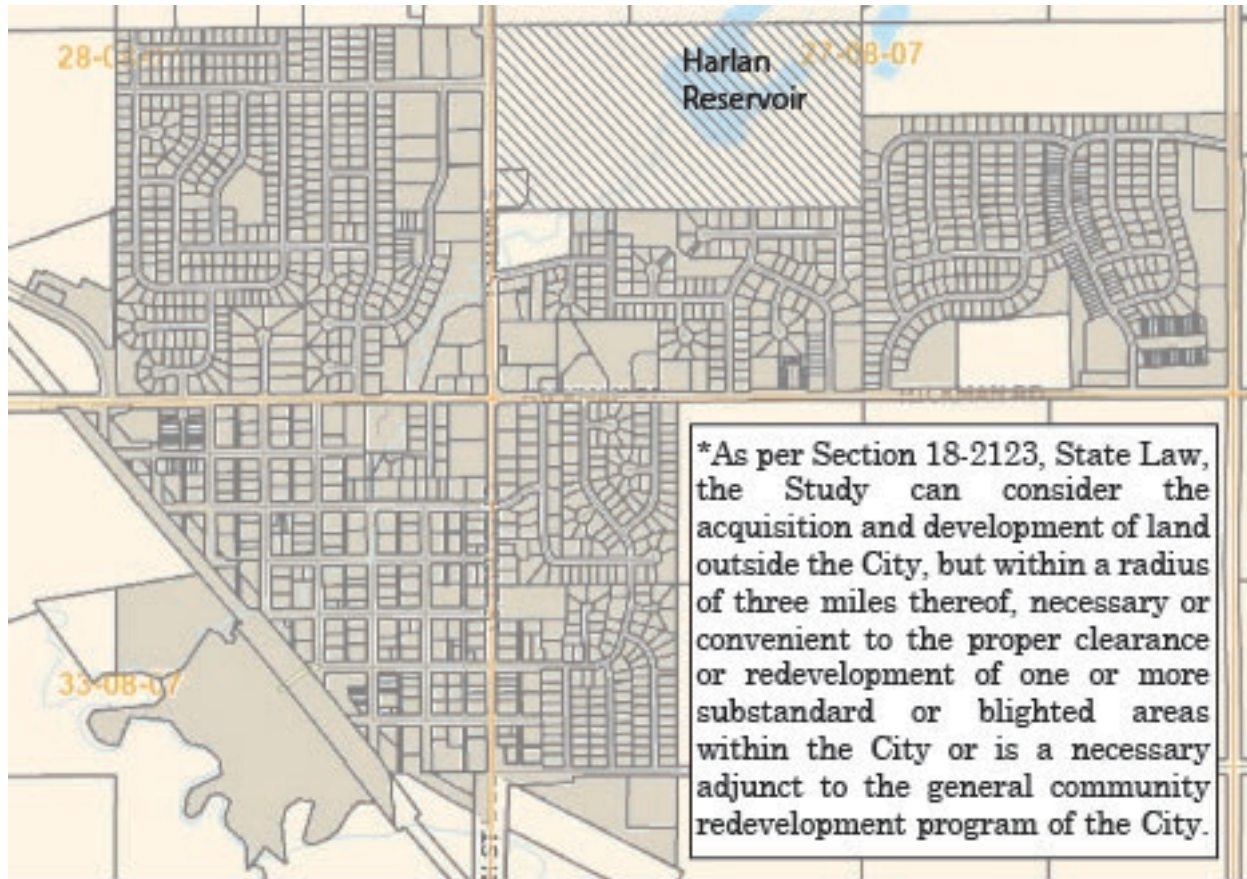
Redevelopment Area #2 equals approximately **79 acres**, currently located outside, but adjacent the Corporate Limits of the City of Hickman, as identified in **Illustration 1, Context Map, Page 2**. The **Area** consists primarily of undeveloped land use, with one single family residential structure and four associated accessory structures. The undeveloped parcel contains The Harlan Reservoir and grassland, pasture and cropland.

The Redevelopment Area includes the following parcels of record on file with the Lancaster County Assessor's Office: 1527321001000 and 1527321002000.



The **Area** will need to be annexed by and into the City of Hickman to be eligible for Tax Increment Financing, as specific redevelopment projects make application to the City.



**ILLUSTRATION 1
 CONTEXT MAP
 REDEVELOPMENT AREA #2
 HICKMAN, NEBRASKA**



Legend

-  Redevelopment Area
-  City of Hickman Corporate Limits

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 COMMUNITY PLANNING & RESEARCH**

This **blight and substandard evaluation** included an **exterior structural assessment of five structures, field inventory of two primary parcels,** conversations with both City of Hickman and staff and a review of available reports and documents containing information which could substantiate the existence of **blight and substandard conditions.**

SUBSTANDARD AREA

As set forth in the Nebraska legislation, a **substandard area** shall mean one in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the presence of the following factors:

1. Dilapidated/deterioration;
2. Age or obsolescence;
3. Inadequate provision for ventilation, light, air, sanitation or open spaces;
4. (a) High density of population and overcrowding; or
(b) The existence of conditions which endanger life or property by fire and other causes; or
(c) Any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, and is detrimental to the public health, safety, morals or welfare.

BLIGHTED AREA

As set forth in the Section 18-2103 Nebraska Revised Statutes (Cumulative Supplement 2012), a **blighted area** shall mean "an area, which by reason of the presence of the following factors:

1. A substantial number of deteriorated or deteriorating structures;
2. The advanced age and associated condition of structures;
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
4. Insanitary or unsafe conditions due to the age, condition or small diameter of water mains;
5. Deterioration of site or other improvements;
6. Diversity of ownership;
7. Tax or special assessment delinquency exceeding the fair value of the land;
8. Defective or unusual conditions of title;
9. Improper subdivision or obsolete platting;

10. The existence of conditions which endanger life or property by fire or other causes;
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability; and
12. Is detrimental to the public health, safety, morals or welfare in its present condition and use; and in which there is at least one or more of the following conditions exists;
 1. Unemployment in the study or designated blighted area is at least one hundred twenty percent of the state or national average;
 2. The average age of the residential or commercial units in the area is at least 40 years;
 3. More than half of the plotted and subdivided property in an area is unimproved land that has been within the City for 40 years and has remained unimproved during that time;
 4. The per capita income of the study or designated blighted area is lower than the average per capita income of the City or Village in which the area is designated; or
 5. The area has had either stable or decreasing population based on the last two decennial censuses.

While it may be concluded the mere presence of a majority of the stated **Factors** may be sufficient to make a finding of **blight and substandard**, this evaluation was made on the basis that existing **Blight and Substandard Factors** must be present to an extent which would lead reasonable persons to conclude public intervention is appropriate or necessary to assist with any development or redevelopment activities. Secondly, the distribution of **Blight and Substandard Factors** throughout **Redevelopment Area #2** must be reasonably distributed so basically good areas are not arbitrarily found to be blighted simply because of proximity to areas which are **blighted and substandard**.

On the basis of this approach, Redevelopment Area #2 is found to be eligible as "blighted" and "substandard" within the definition set forth in the legislation.

SUBSTANDARD FACTORS

Three of the **Four Substandard Factors** have a “**strong presence**” within **Redevelopment Area #2**, set forth in the **Nebraska Community Development Law**, and **One Factor** has “**no presence.**” The **Substandard Factors** are described in detail, below.

**TABLE 1
SUBSTANDARD FACTORS
REDEVELOPMENT AREA #2
HICKMAN, NEBRASKA**

1.	Dilapidated/deterioration.	○
2.	Age or obsolescence.	☑
3.	Inadequate provision for ventilation, light, air, sanitation or open spaces.	☑
4.	Any combination of factors that are detrimental to the public health, safety, morals, or welfare.	☑
	Strong Presence of Factor	☑
	Reasonable Presence of Factor	▪
	No Presence of Factor	○

Source: Hanna:Keelan Associates, P.C., 2023.

Strong Presence of Factor -

As per information obtained from the Lincoln/Lancaster County Assessor’s Office and the results of the **Survey** analysis, four of the five structures in the **Redevelopment Area** are estimated to be **40+ years of age** (built during or prior to 1983). The **average age** of the structures in the **Redevelopment Area** is an estimated **64 years**. The **Factor of Age or Obsolescence** is a **strong presence** throughout the **Area**.

The conditions which result in the ***Inadequate Provision for Ventilation, Light, Air, Sanitation or Open Space*** are a **strong presence** throughout **Redevelopment Area #2**. The **Area** lacks a public street and sidewalk system throughout. Additionally, the **Area** lacks modern infrastructure including water and sanitary sewer systems and modern storm sewer system.

The field analysis determined that the **Substandard Factor, Any Combination of Factors that are Detrimental to the Public Health, Safety, Morals, or Welfare**, is a **strong presence** throughout the **Redevelopment Area**. The **primary contributing elements include functionally and economically obsolete land areas and the lack of a modern infrastructure system, as well as aging structures.**

No Presence of Factor -

The results of the **Structural/Site Conditions Survey** identified **one of the five structures in Redevelopment Area #2** as being in a *deteriorating condition, with minor defects*, with the remaining four structures being in *sound condition*. This **Factor** is of little or no presence throughout the **Area**.

The prevailing substandard conditions in the Redevelopment Area, as determined by the field survey, include:

1. **Functionally and economically obsolete undeveloped land areas;**
2. **Advanced age of the structures, with an estimated average age of 64 years;**
3. **The Area lacks modern infrastructure** including streets, sidewalks and electrical, water and sanitary sewer systems.



BLIGHT FACTORS

Of the **12 Blight Factors**, throughout **Redevelopment Area #2**, as set forth in the **Nebraska Community Development Law**, **seven** represent a **strong presence**, **one** was present to a **reasonable extent** and **three** were present to **little or no extent**. The Factor, “defective or unusual condition of title,” was not reviewed. **Blight Factors** are reasonably distributed throughout the **Redevelopment Area**.

**TABLE 2
BLIGHT FACTORS
REDEVELOPMENT AREA #2
HICKMAN, NEBRASKA**

- | | | |
|-----|--|-----------|
| 1. | A substantial number of deteriorated or dilapidated structures. | ○ |
| 2. | Existence of defective or inadequate street layout. | ☐ |
| 3. | Faulty lot layout in relation to size, adequacy, accessibility or usefulness. | ☐ |
| 4. | Insanitary or unsafe conditions. | ☐ |
| 5. | Deterioration of site or other improvements. | ■ |
| 6. | Diversity of Ownership. | ○ |
| 7. | Tax or special assessment delinquency exceeding the fair value of land. | ○ |
| 8. | Defective or unusual condition of title. | NR |
| 9. | Improper subdivision or obsolete platting. | ☐ |
| 10. | The existence of conditions which endanger life or property by fire or other causes. | ☐ |
| 11. | Other environmental and blighting factors. | ☐ |
| 12. | One of the other five conditions. | ☐ |

Strong Presence of Factor	☐
Reasonable Presence of Factor	■
Little or No Presence of Factor	○
NR = Not Reviewed	NR

Source: Hanna:Keelan Associates, P.C., 2023.

Strong Presence of Factor –

The *Existence of Defective or Inadequate Street Layout* is a **strong presence** throughout the **Redevelopment Area**, due to a lack of platted and developed streets, as well as the lack of a sidewalk system. Existing public streets adjacent the **Redevelopment Area** include S 68th Street, Sunflower Drive, Goldenrod Lane and E 11th Street. Sunflower Drive and Goldenrod Lane could be extended into the **Area** from the south and E 11th Street could be extended into the **Area** from the east.

Faulty Lot Layout is a **strong presence** throughout **Redevelopment Area #2**. The parcels within the **Redevelopment Area** lack proper, modern subdivision compliance, as per the City's Zoning and Subdivision Regulations.

Insanitary or Unsafe Conditions are a **strong presence** throughout the **Redevelopment Area**. Conditions contributing to this **Factor** include a lack of modern infrastructure, including a public street and sidewalk system as well as a lack of modern water and sanitary sewer systems. Additionally, the **Area** contains aging structures.

Improper Subdivision or Obsolete Platting is a **strong presence** throughout the **Redevelopment Area**, primarily due to irregular tracts (parcels) of land. Future development in the **Area** would require proper subdivision, as per the City's Zoning and Subdivision Regulations.

The *Existence of Conditions Which Endanger Life or Property by Fire or Other Causes* is a **strong presence** throughout the **Redevelopment Area**. The **Area** contains aging structures, as well as functionally and economically obsolete undeveloped land. Additionally, the **Area** lacks a modern infrastructure system, including public streets and sidewalks and water and sanitary sewer systems.

Other Environmental and Blighting Factors are a **strong presence** throughout the **Redevelopment Area**. The **Area** contains aging structures and with associated parcels having “fair” site conditions with “minor” debris.

One of the Required Five Additional Blight Factors has a **strong presence** throughout the **Redevelopment Area**. Based on the **Survey** analysis and official records of the Lancaster County Assessor's Office, the estimated average age of all residential and accessory structures in the **Area** is an estimated 64 years, exceeding the blight criteria of 40+ years of age.

Reasonable Presence of Factor –

Deterioration of Site or Other Improvements is a **reasonable presence** throughout **Redevelopment Area #2**. Of the two parcels in the **Area**, one parcel was observed to have “fair” overall site conditions and contained “minor” debris.

Little or No Presence of Factor –

The results of the **Structural/Site Conditions Survey** identified **one of the five structures** in **Redevelopment Area #2** as being in a *deteriorating condition, with minor defects*, with the remaining four structures being in *sound condition*. This **Factor** is of little or no presence throughout the **Area**.

Diversity of Ownership has **little or no presence** throughout **Redevelopment Area #2**. Research of public records from the Lincoln/Lancaster County Assessor's Office indicates that **two distinct individuals/ownership groups** own property within the **Redevelopment Area**.

Tax or Special Assessment Delinquency Exceeding the Fair Value of Land has **little or no presence** throughout the **Redevelopment Area**. Research of public records from the Lincoln/Lancaster County Assessor's Office concluded that of the two parcels within the **Area**, **none were recorded as property tax exempt**. No parcels were recorded as property tax delinquent.

The Factor *Defective or Unusual Condition of Title* was not reviewed.

Conclusion.

It is the conclusion of the Consultant that the number, degree and distribution of **Blight and Substandard Factors**, as documented in this **Executive Summary**, are beyond remedy and control solely by regulatory processes in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided in the **Nebraska Community Development Law**. **The primary blight and substandard conditions present, include functionally and economically obsolete undeveloped land and the lack of a modern infrastructure system.** It is also the opinion of the Consultant that findings in this **Blight and Substandard Determination Study** warrant designating **Redevelopment Area #2** as "substandard" and "blighted."

The conclusions presented in this **Study** are those of the Consultant engaged to examine whether conditions of **blight and substandard** exist. The City of Hickman Planning Commission and Hickman City Council should review this **Study** and, if satisfied with the summary of findings contained herein, may adopt a resolution making a **finding of blight and substandard** and this **Study** a part of the public record.

BASIS FOR REDEVELOPMENT

For a project in the **City of Hickman** to be eligible for redevelopment under the **Nebraska Community Development Law**, the subject area or areas must first qualify as both a “**substandard**” and “**blighted**” area, within the definition set forth in the **Nebraska Community Development Law**. This **Study** has been undertaken to determine whether conditions exist which would warrant designation of **Redevelopment Area #2** as a “**blighted and substandard area**” in accordance with provisions of the law.

As set forth in Section 18-2103 Neb. Rev. Stat. (Cumulative Supplement 2012), a **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. Dilapidation/deterioration;
2. Age or obsolescence;
3. Inadequate provision for ventilation, light, air, sanitation or open spaces;
4.
 - (a) High density of population and overcrowding; or
 - (b) The existence of conditions which endanger life or property by fire and other causes; or
 - (c) Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals or welfare.

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of:

1. A substantial number of deteriorated or deteriorating structures;
2. Existence of defective or inadequate street layout;
3. Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
4. Insanitary or unsafe conditions;
5. Deterioration of site or other improvements;
6. Diversity of ownership;
7. Tax or special assessment delinquency exceeding the fair value of the land;
8. Defective or unusual conditions of title;

9. Improper subdivision or obsolete platting;
10. The existence of conditions which endanger life or property by fire or other causes;
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability;
12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:
 1. Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average;
 2. The average age of the residential or commercial units in the area is at least 40 years;
 3. More than half of the plotted and subdivided property in the area is unimproved land that has been within the City for 40 years and has remained unimproved during that time;
 4. The per capita income of the designated blighted area is lower than the average per capita income of the City or Village in which the area is designated; or
 5. The area has had either stable or decreasing population based on the last two decennial censuses.

The Consultant for this **Blight and Substandard Determination Study** was guided by the premise that the finding of **blight and substandard** must be defensible and sufficient evidence of the presence of **Factors** should exist so members of the City of Hickman Planning Commission and Hickman City Council, acting as reasonable and prudent persons, could conclude public intervention is necessary or appropriate. Therefore, each factor was evaluated in the context of the extent of its presence and the collective impact of all **Factors** found to be present.

Also, these deficiencies should be reasonably distributed throughout **Redevelopment Area #2**. Such a "reasonable distribution of deficiencies test" would preclude localities from taking concentrated areas of blight and substandard conditions and expanding the areas arbitrarily into non-blighted/substandard areas for planning or other reasons. The only exception which should be made to this rule is where projects must be brought to a logical boundary to accommodate new development and ensure accessibility, but even in this instance, the inclusion of such areas should be minimal and related to an area otherwise meeting the reasonable distribution of deficiencies test.

THE STUDY AREA

The purpose of this **Study** is to determine whether all or part of the designated **Redevelopment Area #2** in the City of Hickman, Nebraska, qualifies as a **blighted and substandard area**, within the definition set forth in the **Nebraska Community Development Law, Section 18-2103**.

Location

Redevelopment Area #2 equals approximately **79 acres**, located outside, but adjacent the Corporate Limits of the City of Hickman, as identified in **Illustration 1, Context Map, Page 2**. The **Area** is comprised of undeveloped and residential land uses and the Harlan Reservoir Environs. Both functionally and economically obsolete buildings and land areas exist throughout the **Area**.

The Redevelopment Area includes the following parcels of record on file with the Lancaster County Assessor’s Office: 1527321001000 and 1527321002000.

The **Area** will need to be annexed, by and into the City of Hickman, to be eligible for Tax Increment Financing, as specific redevelopment projects make application to the City.

Table 3 presents the estimated **Existing Land Use** within the **Redevelopment Area**, in terms of number of acres and percentage of total for all existing uses. The existing land use is identified on **Illustration 2, Page 13**. Undeveloped land and the Harlan Reservoir are the primary land uses in the **Redevelopment Area**.

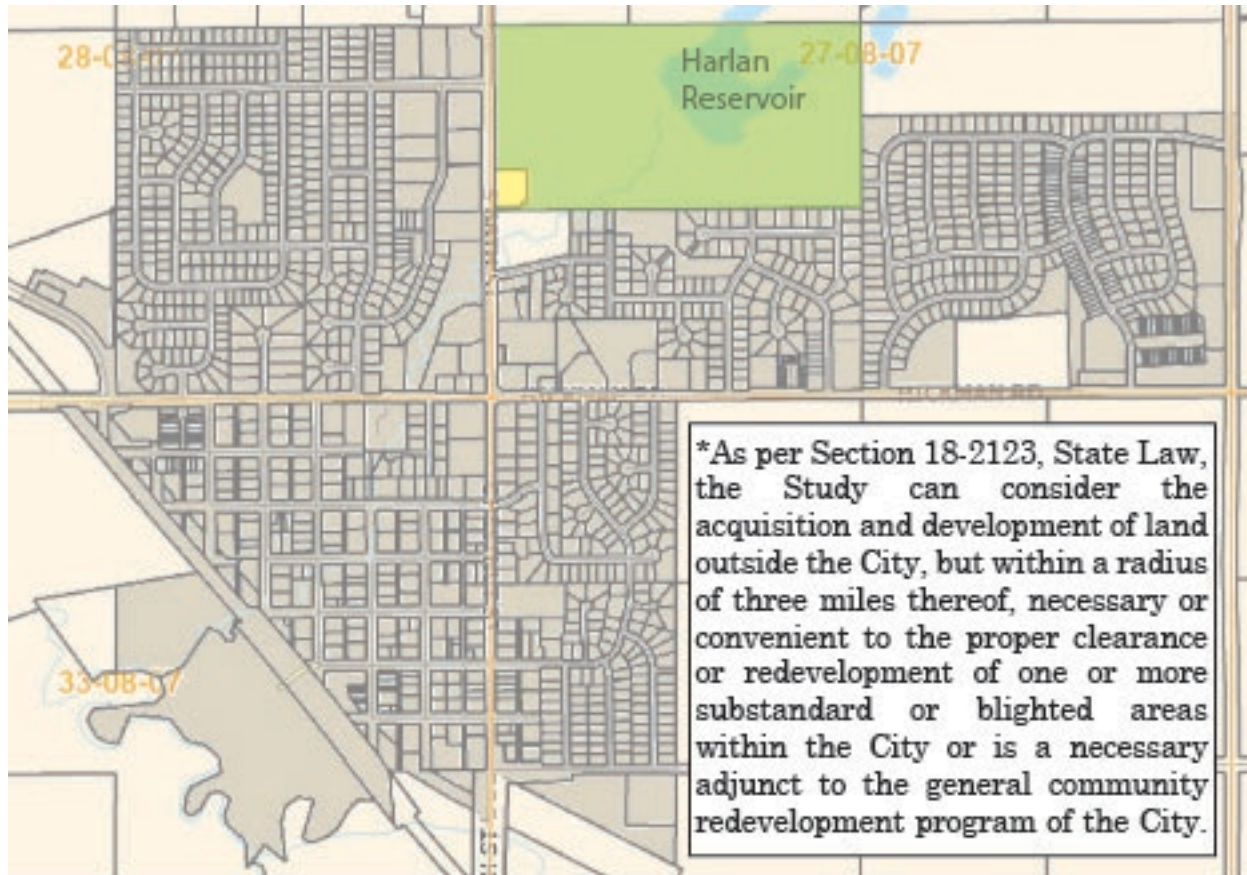
**TABLE 3
EXISTING LAND USE
REDEVELOPMENT AREA #2
HICKMAN, NEBRASKA**

<u>Land Use</u>	<u>Acres</u>	<u>Percent</u>
Residential	1.36	1.7%
Harlan Reservoir Environs	28.11	35.7%
<u>Undeveloped</u>	<u>49.37</u>	<u>62.6%</u>
Totals	78.84	100.0%

Source: Hanna:Keelan Associates, P.C., 2023.

Illustration 3, Page 14 identifies the existing **Zoning Districts** in the **Redevelopment Area**. One Zoning District and one Overlay District are present within the **Area**. These include the “TA Transitional Agricultural District” and the “CO Corridor Overlay District.” Official Zoning activities throughout the **Redevelopment Area** are administered by the City of Hickman.

**ILLUSTRATION 2
EXISTING LAND USE MAP
REDEVELOPMENT AREA #2
HICKMAN, NEBRASKA**

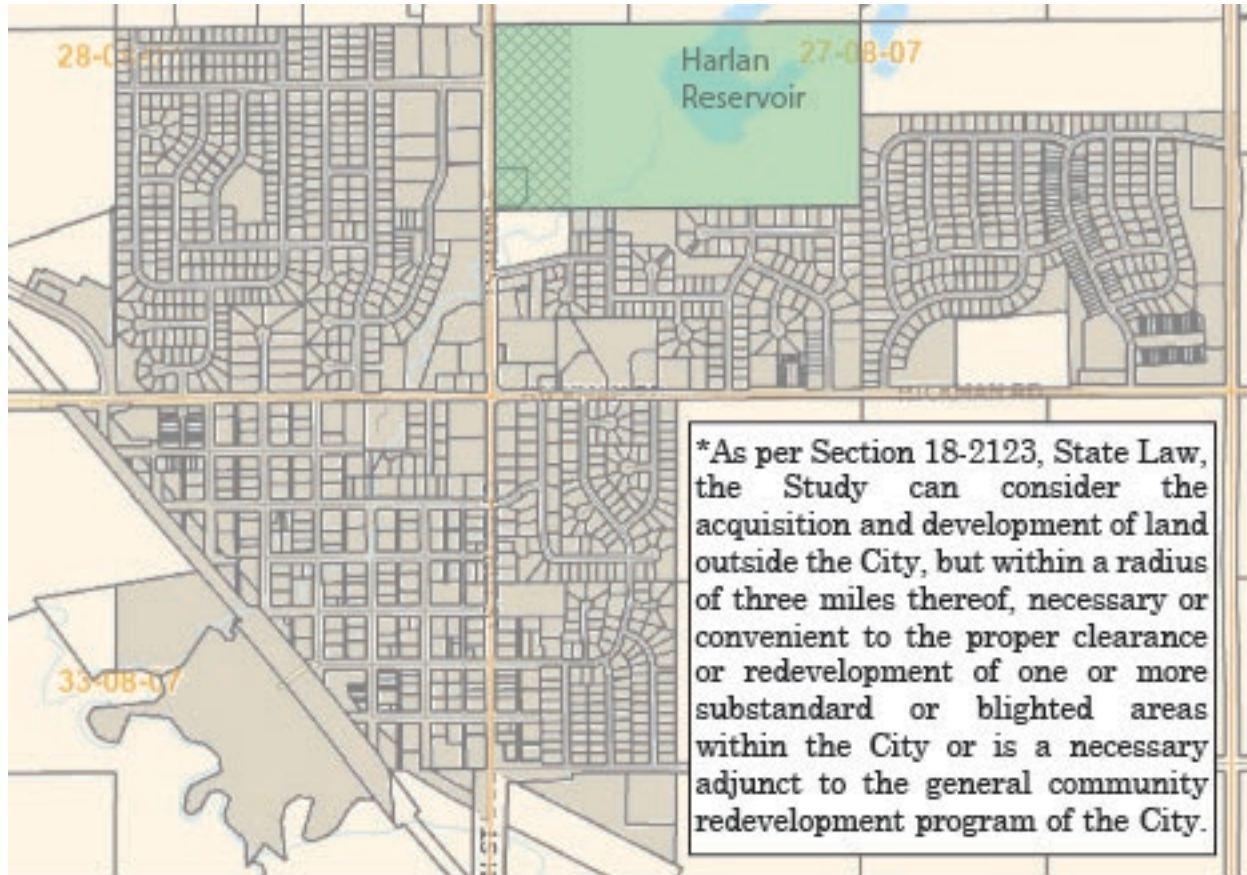


Legend





- Redevelopment Area
- City of Hickman Corporate Limits
- Residential
- Undeveloped

**HANNA-KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH**

**ILLUSTRATION 3
EXISTING ZONING DISTRICTS MAP
REDEVELOPMENT AREA #2
HICKMAN, NEBRASKA**



Legend

-  Redevelopment Area
-  City of Hickman Corporate Limits
-  Transitional Agriculture District
-  Corridor Overlay District

**HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH**

THE RESEARCH APPROACH

The **blight and substandard determination research approach** implemented for the **City of Hickman Redevelopment Area #2** included an area-wide assessment (100 percent sample) of all of the Blight and Substandard Factors identified in the **Nebraska Community Development Law**, with the exception of **defective or unusual condition of title**. All **Factors** were investigated on an area-wide basis.

Structural/Site Conditions Survey Process

The rating of building conditions is a critical step in determining the eligibility of an area for redevelopment. It is important that the system for classifying buildings be based on established evaluation standards and criteria, and results in an accurate and consistent description of existing conditions.

A **Structural/Site Conditions Survey** was conducted in June, 2023. A total of **five structures** received a comprehensive exterior inspection. These structures were evaluated to document structural deficiencies in individual buildings and to identify related environmental deficiencies in the **Redevelopment Area**.

The **Structural/Site Conditions Survey** evaluated conditions of **two legal parcels** of record identified by the Lincoln/Lancaster County Assessor's Office. Parcels were evaluated for existing and adjacent land uses, overall site conditions, existence of debris, parking conditions and street, sidewalk and alley surface conditions. The **Redevelopment Area contains approximately 79 acres**.

The **Structural/Site Conditions Survey Form** and associated results are provided in the **Appendix**.

Research on Property Ownership and Financial Assessment of Properties

Public records and aerial photographs of all parcels in the **Redevelopment Area** were analyzed to determine the number of property owners within the **Area**.

An examination of public records was conducted to determine if tax delinquencies existed for properties in the **Redevelopment Area**. The valuation, tax amount and any delinquent amount was examined for each of the properties.

ELIGIBILITY SURVEY AND ANALYSIS FINDINGS

An analysis was made of each of the **Blight and Substandard Factors** listed in the Nebraska legislation to determine whether each or any were present in **Redevelopment Area #2** and, if so, to what extent and in what locations. The following represents a summary evaluation of each **Blight and Substandard Factor** presented in the order of listing in the law.

SUBSTANDARD FACTORS

(1) Dilapidation/Deterioration of Structures

The rating of structural conditions is a critical step in determining the eligibility of a substandard area for redevelopment. The system for classifying structures must be based on established evaluation standards and criteria and result in an accurate and consistent description of existing conditions.

The following summarizes the process used for assessing building conditions in the **Redevelopment Area**, the standards and criteria used for evaluation and the findings as to the existence of dilapidation/deterioration of structures.

The **Structural/Site Conditions Survey** was based on an exterior inspection of all **five existing structures** within the **Area**, to note structural deficiencies in individual buildings and to identify related environmental deficiencies for individual sites or parcels within the **Area**.

1. Structure/Building Systems Evaluation.

During the on-site field analysis, each component of a structure/building was examined to determine whether it was in sound condition or had minor, major or critical defects. Structures/building systems examined included the following three types, **one Primary** and **two Secondary**.

Structural Systems (Primary Components). These include the basic elements of any structure/building: roof structure, wall foundation and basement foundation.

(Secondary Components)

Building Systems. These components include: roof surface condition, chimney, gutters/down spouts and exterior wall surface.

Architectural Systems. These are components generally added to the structural systems and are necessary parts of the structure/building, including exterior paint, doors, windows, porches, steps and fire escape and driveways and site conditions.

The evaluation of each individual parcel of land included the review and evaluation of: adjacent land use, street surface type, street conditions, sidewalk conditions, parking, railroad track/right-of-way composition, existence of debris, existence of vagrants and overall site condition, and the documentation of age and type of structure/building.

2. Criteria for rating components for structural, building and architectural systems.

The components for the previously identified Systems were individually rated utilizing the following criteria.

Sound. Component that contained no defects, is adequately maintained and requires no treatment outside of normal ongoing maintenance.

Minor Defect. Component that contains minor defects (loose or missing material or holes and cracks over a limited area). These can be corrected through the course of normal maintenance. The correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated systems. Minor defects are considered in rating a structure/building as deteriorating/dilapidated.

Major Defect. Components that contained major defects over a widespread area and would be difficult to correct through normal maintenance. Structures/buildings having major defects would require replacement or rebuilding of systems by people skilled in the building trades.

Critical Defect. Components that contained critical defects (bowing, sagging or settling to any or all exterior systems causing the structure to be out-of-plumb or broken, loose or missing material and deterioration over a widespread area) so extensive the cost of repairs would be excessive in relation to the value returned on the investment.

3. Final Structure/Building Rating.

After completion of the **Exterior Rating** of each structure/building, each individual structure/building was placed in one of four categories, based on the combination of defects found with Components contained in Structural, Building and Architectural Systems. Each final rating is described below:

Sound. Defined as structures/buildings that can be kept in a standard condition with normal maintenance. Structures/buildings, so classified, **have less than six points.**

Deteriorating-Minor. Defined as structures/buildings classified as deficient--requiring minor repairs--**having between six and 10 points.**

Deteriorating-Major. Defined as structures/buildings classified as deficient--requiring major repairs--**having between 11 and 20 points.**

Dilapidated. Defined as structurally substandard structures/buildings containing defects that are so serious and so extensive that it may be most economical to raze the structure/building. Structures/buildings classified as dilapidated will **have at least 21 points.**

An individual *Exterior Rating Form* is completed for each structure/building. The results of the *Exterior Rating* of all structures/buildings are presented below.

Primary Components	Secondary Components
One Critical = 11 pts.	One Critical = 6 pts.
Major Deteriorating = 6 pts.	Major Deteriorating = 3 pts.
Minor = 2 pts.	Minor = 1 pt.

Major deficient buildings are considered to be the same as deteriorating buildings as referenced in the Nebraska legislation; substandard buildings are the same as dilapidated buildings. The word "building" and "structure" are presumed to be interchangeable.

4. Survey Conclusions.

The condition of the total **five buildings** within **Redevelopment Area #2** were determined based on the findings of the **Survey**. These **Survey** results indicated the following:

- Four (4) structures were classified as structurally **sound**;
- One (1) structures was classified as **deteriorating** with **minor** defects.
- Zero (0) structures were classified as **deteriorating** with **major** defects; and
- Zero (0) structures were classified as **dilapidated**.

The results of the **Survey** identified the condition of structures throughout **Redevelopment Area**. **Of the five structures, one structure** was identified as **deteriorating** with **minor defects** and the remaining structures were aging, but in reasonably sound condition. Additional details on structural deterioration are identified within the **Appendix**. **Table 4** identifies the results of the structural rating process per building type.

Conclusion.

The results of the Structural/Site Conditions Survey indicate deteriorating structures are of little or no presence throughout Redevelopment Area #2.



**TABLE 4
EXTERIOR SURVEY FINDINGS
REDEVELOPMENT AREA #2
HICKMAN, NEBRASKA**

Exterior Structural Rating

<u>Activity</u>	<u>Sound</u>	<u>Deteriorating (Minor)</u>	<u>Deteriorating (Major)</u>	<u>Dilapidated</u>	<u>Number of Structures</u>	<u>Deteriorating and/ or Dilapidated</u>
Residential	1	0	0	0	1	0
Accessory	<u>3</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>1</u>
Totals	4	1	0	0	5	1
Percent	80.0%	20.0%	0.0%	0.0%	100.0%	20.0%

Source: Hanna:Keelan Associates, P.C., 2023.

**TABLE 5
ASSESSOR'S RATING OF RESIDENTIAL STRUCTURES
REDEVELOPMENT AREA #2
HICKMAN, NEBRASKA**

<u>Building Rating</u>	<u>Quality</u>	<u>Condition</u>
Good (6)	0	0
Average Plus (5)	0	0
Typical (4)	0	1
Average Minus (3)	1	0
Fair (2)	0	0
Poor (1)	0	0
Not Available (Accessory Buildings)	<u>4</u>	<u>4</u>
Total	5	5

Source: Lincoln/Lancaster County Assessor, 2023.

(2) Age or Obsolescence.

As per the results of the **Structural/Site Conditions Survey** and with confirmation from the Lancaster County Assessor’s Office, one of the two structures in **Redevelopment Area #2**, with age of construction records available, is 40+ years of age (built during or prior to 1983). This residential structure was constructed in 1900 and one of the four accessory structures associated with this residential structure was constructed in 2018. The other three accessory structures are estimated to be 40+ years of age due to deterioration and observation of historical aerial footage available from the Lancaster County Assessor for the **Area**. This concludes that an estimated four of the five structures are 40+ years of age. The estimated **average age of structures in the Area, with age of construction records available, is an estimated 64 years.**

Conclusion.

The age and obsolescence of structures is a strong presence throughout Redevelopment Area #2.

(3) Inadequate Provision for Ventilation, Light, Air, Sanitation or Open Spaces.

The results of the **Structural/Site Conditions Survey**, along with other field data, provided the basis for the identification of the inadequate provision for ventilation, light, air, sanitation or open spaces in **Redevelopment Area #2**.

As per the results of the **Survey, one of the five structures** in the **Area** was rated as **deteriorating with minor defects**, with three of the remaining four structures being 40+ years of age. When not adequately maintained or upgraded to present building standards, aging structures can pose health, safety and sanitary problems.

The overall site conditions in the **Redevelopment Area** revealed that one of two parcels was found to be in **“fair” condition**. Factors related to this condition include a structure deteriorating with minor defects, with other structures aging, and site features such as landscaping conditions that are noticeably deteriorating including the presence of debris.

Additionally, the **Area** lacks modern infrastructure, including a street and sidewalk system and water and sanitary sewer systems. Future development in the **Area** would require the development of such. Water and sanitary sewer systems near the **Redevelopment Area** are approximately 10 years old and could be expanded into the **Area**.

Conclusion

The inadequate provision for ventilation, light, air, sanitation or open spaces in Redevelopment Area #2 is a strong presence and constitutes a Substandard Factor.

(4) **Any Combination of Factors that are Detrimental to the Public Health, Safety, Morals or Welfare.**

1. Advanced Age of Structures.

Four of the five total structures in the **Redevelopment Area** were estimated to have been built during or prior to 1983, thus 40+ years of age. The single residential structure was determined to be an estimated 123 years of age, with three associated accessory structures estimated to be 40+ years of age. The average age of **structures** in the **Area** is estimated to be **64 years**.

2. Lack of Adequate and/or modern Utilities.

The **Redevelopment Area** lacks a modern water and sanitary sewer system. An extension of the water and sanitary sewer systems will be necessary to support future development in the **Area**.

3. Overall Site Condition

The **Structural/Site Conditions Survey** identified **one of the two parcels** to be in a “fair” **condition**, as well as each parcel lacking sidewalks. Additionally, one parcel contained debris to a “**minor**” **extent**. This debris consisted of various trailers, ladders and miscellaneous objects. Another parcel lacks complete development due to the Harlan Reservoir Environs, which includes a dam and lake. The Environs contains overgrowth of mixed vegetation.



Conclusion.

The combination of Factors that are detrimental to the public health, safety, morals or welfare are a strong presence throughout Redevelopment Area #2.

BLIGHT FACTORS

(1) Dilapidation/Deterioration of Structures.

The rating of building conditions is a critical step in determining the eligibility of a substandard area for redevelopment. The system for classifying buildings must be based on established evaluation standards and criteria and result in an accurate and consistent description of existing conditions.

This section summarizes the process used for assessing building conditions in **Redevelopment Area #2**, the standards and criteria used for evaluation and the findings as to the existence of dilapidation/deterioration of structures.

The **Structural/Site Conditions Survey** was based on an exterior inspection of all **five existing structures** within the **Area**, to note structural deficiencies in individual buildings and to identify related environmental deficiencies for individual sites or parcels within the **Area**.

1. Structures/Building Systems Evaluation.

During the on-site field analysis, each component of a structure/building was examined to determine whether it was in sound condition or had minor, major or critical defects. Structures/building systems included the following three types, **one Primary** and **two Secondary**.

Structural Systems (Primary Components). These include the basic elements of any structure/building: roof structure, wall foundation and basement foundation.

(Secondary Components)

Building Systems. These components include: roof surface condition, chimney, gutters/down spouts and exterior wall surface.

Architectural Systems. These are components generally added to the structural systems and are necessary parts of the structure/building, including exterior paint, doors, windows, porches, steps and fire escape and driveways and site conditions.

The evaluation of each individual parcel of land included the review and evaluation of adjacent land use, street surface type, street conditions, sidewalk conditions, parking, railroad track/right-of-way composition, existence of debris, existence of vagrants and overall site condition, and the documentation of age and type of structure/ building.

2. **Criteria for Rating Components for Structural, Building and Architectural Systems.**

The components for the previously identified Systems were individually rated utilizing the following criteria.

Sound. Component that contained no defects, is adequately maintained and requires no treatment outside of normal ongoing maintenance.

Minor Defect. Component that contained minor defects (loose or missing material or holes and cracks over a limited area) which often can be corrected through the course of normal maintenance. The correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated systems. Minor defects are considered in rating a structure/building as deteriorating/dilapidated.

Major Defect. Components that contained major defects over a widespread area and would be difficult to correct through normal maintenance. Structures/buildings having major defects would require replacement or rebuilding of systems by people skilled in the building trades.

Critical Defect. Components that contained critical defects (bowing, sagging or settling to any or all exterior systems causing the structure to be out-of-plumb or broken, loose or missing material and deterioration over a widespread area) so extensive the cost of repairs would be excessive in relation to the value returned on the investment.

3. **Final Structure/Building Rating.**

After completion of the **Exterior Rating** of each structure/building, each individual structure/building was placed in one of four categories, based on the combination of defects found with Components contained in Structural, Building and Architectural Systems. Each final rating is described below:

Sound. Defined as structures/buildings that can be kept in a standard condition with normal maintenance. Structures/buildings, so classified, **have less than six points.**

Deteriorating-Minor. Defined as structures/buildings classified as deficient--requiring minor repairs--**having between six and 10 points.**

Deteriorating-Major. Defined as structures/buildings classified as deficient--requiring major repairs-- **having between 11 and 20 points.**

Dilapidated. Defined as structurally substandard structures/buildings containing defects that are so serious and so extensive that it may be most economical to raze the structure/building. Structures/buildings classified as dilapidated will **have at least 21 points.**

An individual ***Exterior Rating Form*** is completed for each structure/building. The results of the ***Exterior Rating*** of all structures/buildings are presented in a ***Table format.***

Primary Components	Secondary Components
One Critical = 11 pts.	One Critical = 6 pts.
Major Deteriorating = 6 pts.	Major Deteriorating = 3 pts.
Minor = 2 pts.	Minor = 1 pt.

Major deficient buildings are considered to be the same as deteriorating buildings as referenced in the Nebraska legislation; substandard buildings are the same as dilapidated buildings. The word "building" and "structure" are presumed to be interchangeable.

4. Survey Conclusions.

The condition of the total **five buildings** within the **Redevelopment Area** were determined based on the findings of the exterior **Survey**. These **Survey** results indicated the following:

- Four (4) structures were classified as structurally **sound**;
- One (1) structures were classified as **deteriorating** with **minor** defects.
- Zero (0) structures were classified as **deteriorating** with **major** defects; and
- Zero (0) structure was classified as **dilapidated.**

The results of the **Survey** identified the condition of structures throughout **Redevelopment Area**. **Of the five structures, one structure** was identified as **deteriorating** with **minor defects** and the remaining structures were aging, but in reasonably sound condition. Additional details on structural deterioration are identified within the **Appendix**. **Table 6** identifies the results of the structural rating process per building type.

Conclusion.

The results of the Structural/Site Conditions Survey indicate deteriorating structures are of little or no presence throughout Redevelopment Area #2.

**TABLE 6
EXTERIOR SURVEY FINDINGS
REDEVELOPMENT AREA #2
HICKMAN, NEBRASKA**

Exterior Structural Rating

<u>Activity</u>	<u>Sound</u>	<u>Deteriorating (Minor)</u>	<u>Deteriorating (Major)</u>	<u>Dilapidated</u>	<u>Number of Structures</u>	<u>Deteriorating and/ or Dilapidated</u>
Residential	1	0	0	0	1	0
Accessory	3	1	0	0	4	1
Totals	4	1	0	0	5	1
Percent	80.0%	20.0%	0.0%	0.0%	100.0%	20.0%

Source: Hanna:Keelan Associates, P.C., 2023.

**TABLE 7
ASSESSOR'S RATING OF RESIDENTIAL STRUCTURES
REDEVELOPMENT AREA #2
HICKMAN, NEBRASKA**

<u>Building Rating</u>	<u>Quality</u>	<u>Condition</u>
Good (6)	0	0
Average Plus (5)	0	0
Typical (4)	0	1
Average Minus (3)	1	0
Fair (2)	0	0
Poor (1)	0	0
Not Available <u>(Accessory Buildings)</u>	<u>4</u>	<u>4</u>
Total	5	5

Source: Lincoln/Lancaster County Assessor, 2023.

(2) Existence of Defective or Inadequate Street Layout.

The **Redevelopment Area** lacks a public street and sidewalk network. S 68th Street is adjacent the western edge of the **Area** and is currently undergoing construction. The large, undeveloped tract of land in the **Redevelopment Area** can be considered both **functionally and economically obsolete**, due to the lack of adequate street access and modern water and sanitary sewer systems. Future development would require an extension of the street network from the development to the south of the **Area**.



Conclusion.

The existence of defective or inadequate street layout has a strong presence in Redevelopment Area #2.

(3) Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness.

The review of property ownership and subdivision records and results of the **Structural/Site Conditions Survey** resulted in the determination of conditions associated with **faulty lot layout in relation to size, adequacy, accessibility or usefulness** of land throughout **Redevelopment Area #2**.

1. Inadequate Lot Size and Adequacy Issues.

Irregularly subdivided lots (parcels) exist in the **Area** lacking uniform width or depth and in need of proper subdivision (as per City codes) prior to development activities.

2. Accessibility or Usefulness.

The two irregular tracts of land (parcels) are both functionally and economically obsolete, undeveloped as per today's standards. Additionally, the **Area** lacks a modern public street network, creating ingress/egress accessibility issues for the **Area**.

Conclusion.

Faulty lot layout in relation to size, adequacy, accessibility or usefulness is a strong presence of Factor throughout Redevelopment Area #2.

(4) Insanitary and Unsafe Conditions.

The results of the **Structural/Site Conditions Survey**, along with information obtained from City of Hickman Staff, provided the basis for the identification of insanitary and unsafe conditions within **Redevelopment Area #2**.

1. **Age of Structures.**

Four of the five structures in the **Redevelopment Area** are estimated to be 40+ years of age, or built during or prior to 1983. Additionally, the estimated **average age of structures is 64 years**. The advanced age of the structures results in deteriorating buildings having deferred maintenance, thus potentially creating insanitary and unsafe conditions.

2. **Deteriorating/Dilapidated Buildings and Sites.**

One of the five structures in the **Redevelopment Area** was determined to be **deteriorating with minor defects**. Structures in these conditions, in combination with **“fair” overall site conditions** and **“minor” debris** can result in hazards that are detrimental to adjacent property owners and endanger local pedestrians and patrons, and thus create insanitary and unsafe conditions. Additionally, undeveloped parcels containing an overgrowth of mixed vegetation has the potential to create health hazards to adjacent property owners and pedestrians.

3. **Lack of Adequate Utilities & Infrastructure.**

The **Area** lacks a modern infrastructure system, including a public street and sidewalk system, as well as, water and sanitary sewer systems. An extension of the water and sanitary sewer system would be required for future development in this **Area**. Water and sanitary sewer systems near the **Area** was constructed of PVC within the last 10 years and could potentially be extended into the **Area**.

Conclusion.

Insanitary and unsafe conditions are a strong presence of Factor throughout Redevelopment Area #2.



(5) **Deterioration of Site or Other Improvements.**

The results of the **Structural/Site Conditions Survey** determined the condition of site improvements within **Redevelopment Area #2**. The **Appendix** documents the present condition of these site features in the **Area**. The primary issue in **Redevelopment Area #2** is the existing condition and age of buildings and associated debris. **Area** conditions that lead to these findings included:

1. The evaluation of the overall site conditions in the **Area** concluded that **one of the two parcels** was observed to be in **“fair” condition**, partially due to the existence of **“minor” debris**. Another parcel contains the Harlan Reservoir Environs, consisting of a dam and lake. The Environs contains an overgrowth of mixed vegetation. Portions of the Environs are undevelopable due to existing conditions.
2. One of the five structures in the **Redevelopment Area** was identified as **deteriorating** with **minor defects**. Additionally, four of the five structures were estimated to be 40+ years of age.

Conclusion.

Deterioration of site improvements is a reasonable presence in Redevelopment Area #2.



(6) Diversity of Ownership.

Two individuals/ownership groups own property in **Redevelopment Area #2**. Land assemblage of larger proportions is necessary for major developments to be economically feasible and attract financial support. Such assemblage can be difficult without the financial assistance of public intervention programs.

Conclusion.

The Factor, diversity of ownership, has little or no presence of Factor in the Redevelopment Area.

(7) Tax or Special Assessment Delinquency Exceeding the Fair Value of the Land.

An examination of public records was conducted to determine the status of taxation for properties located within **Redevelopment Area #2**. Real estate is taxed at approximately 98 percent of fair value, rendering it almost impossible for a tax to exceed value in a steady real estate market. A public protest system is designed to give the owner appeal rights for potential tax adjustment.

1. Real Estate Values.

The tax values within the **Redevelopment Area** generally appeared to be equal to the market value of the properties. The total estimated assessed valuation within the **Area** is **\$455,100**.

2. Real Estate Taxes.

Public records were examined for the purposes of determining if delinquent taxes were currently outstanding on parcels within the **Redevelopment Area**. The records indicated that **none** of the parcels in the **Area** were classified as delinquent by the Lancaster County Treasurer's Office.

3. Tax Exempt.

Information from the Lancaster County Assessor's and Treasurer's Offices identified that **none** of the parcels in the **Redevelopment Area** have property tax exemption.

Conclusion.

Taxes or special assessments delinquency have little or no presence in Redevelopment Area #2.

(8) Defective or Unusual Condition of Title.

Whenever land is sold, mortgaged, or both, a title insurance policy is typically issued, at which time any title defects are corrected. Once title insurance has been written, all other titles in the same subdivision or addition will only have to be checked for the period of time subsequent to the creation of the addition or subdivision, as everything previous is the same and any defects will already have been corrected. Thus, the only possibility for title problems are from improper filings, since platting on properties that have not been mortgaged or sold is very small.

Conclusion.

Examination of public records does not provide any basis for identifying any defective or unusual conditions of title. Such few conditions as may exist would contribute to neither any existing problems nor to difficulty in acquisition or redevelopment and are therefore not found to exist at a level large enough to constitute a Blight Factor in Redevelopment Area #2.

(9) Improper Subdivision or Obsolete Platting.

An analysis of the subdivision conditions in **Redevelopment Area #2** revealed that improper subdivision and obsolete platting is prevalent throughout the **Area** and will require proper subdivision (as per City Codes) prior to development activities. **The Area in its present state is functionally and economically obsolete.**

Conclusion.

A strong presence of Factor exists for improper subdivision or obsolete platting in Redevelopment Area #2.



(10) **The Existence of Conditions Which Endanger Life or Property by Fire and Other Causes.**

1. **Lack of Modern Infrastructure.**

The **Redevelopment Area** currently lacks a modern public infrastructure system, consisting of streets, sidewalks and water and sewer systems.

2. **Advanced Age of Structures.**

Four of the five structures in the **Redevelopment Area** have an estimated age of 40+ years. The **average age of structures**, with age of construction records available, is an estimated **64 years**. The aging of structures plays a role in the potential need for moderate- to substantial rehabilitation of such.

3. **Condition of Structures.**

One of the five structures in the **Area** was identified as being in a **deteriorating condition** with **minor defects**.

4. **Site Condition.**

One of the two parcels was determined to have “**fair**” **overall site conditions**, due to the existence of “**minor**” **debris**, a deteriorating structure and other aging buildings. Another parcel lacks complete development due to the Harlan Reservoir Environs, which includes a dam and lake. The Environs contains overgrowth of mixed vegetation, which hinders development opportunities.

Conclusion.

The conditions which endanger life or property by fire and other causes are a strong presence of Factor throughout Redevelopment Area #2.



(11) Other Environmental and Blighting Factors.

The **Nebraska Community Development Law** includes a statement of purpose regarding additional criterion for identifying blight, viz., "economically or socially undesirable land uses." Conditions which are considered to be economically and/or socially undesirable include: (a) incompatible uses or mixed-use relationships, (b) economic obsolescence, and c) functional obsolescence. For purpose of this analysis, functional obsolescence relates to the physical utility of a structure or property and economic obsolescence relates to a property's ability to compete in the market place. These two definitions are interrelated and complement each other.

The two parcels in the **Redevelopment Area** can be considered both functionally and economically obsolete. One parcel contains structures with an average age of 64 years. The other parcel is partially developed as the Harlan Reservoir Environs, containing a dam and lake with an overgrowth of mixed vegetation. The entire **Area** lacks a modern infrastructure system. The **Area** will need to be properly subdivided, as per City code, prior to any development activities.

Conclusion.

Other Environmental Blighting Factors are a strong presence throughout **Redevelopment Area #2**, containing functionally and economically obsolete parcels.



(12) Additional Blighting Conditions.

According to the definition set forth in the **Nebraska Community Development Law**, Section 18-2102, in order for an area to be determined "blighted" it must contain at least one of the five conditions identified below:

1. Unemployment in the designated blighted and substandard area is at least one hundred twenty percent of the state or national average;
2. **The average age of the residential or commercial units in the area is at least forty years;**
3. More than half of the plotted and subdivided property in the area is unimproved land that has been within the City for forty years and has remained unimproved during that time;
4. The per capita income of the designated blighted and substandard area is lower than the average per capita income of the Village or City in which the area is designated; or
5. The area has had either stable or decreasing population based on the last two decennial censuses.

One of the aforementioned criteria is prevalent in the designated blighted area.

The average age of residential or commercial units in the area is at least forty (40) years.

Based upon the results of the **Field Survey** and confirmed by the analysis of Lancaster County Assessor's Office official records, the estimated average age of the **five structures** in the **Redevelopment Area** is **64 years**. The residential structure was built in the early 1900s. Three of the four remaining structures are estimated to be 40+ years of age.

Conclusion.

The criteria of average age of residential and commercial units in the area is at least 40 years of age. One of the five additional blighting conditions is a strong presence in Redevelopment Area #2.

DETERMINATION OF REDEVELOPMENT AREA ELIGIBILITY

Redevelopment Area #2 meets the requirements of the **Nebraska Community Development Law** for designation as both a "**Blighted and Substandard Area.**" **Three** of the **four Factors** that constitute the **Area** as substandard are present to a strong extent. Of the **12 possible Factors** that can constitute the **Area** blighted, **eight** have either a reasonable or strong presence in the **Redevelopment Area.** **Factors** present in each of the criteria are identified below.

Substandard Factors

1. Age or obsolescence.
2. Inadequate provision for ventilation, light, air, sanitation or open spaces.
3. Any combination of factors that are detrimental to the public health, safety, morals, or welfare.

Blight Factors

1. Street layout.
2. Faulty lot layout.
3. Insanitary or unsafe conditions.
4. Deterioration of site or other improvements.
5. Improper subdivision or obsolete planning.
6. The existence of conditions which endanger life or property by fire or other causes.
7. Other environmental and blighting factors.
8. One of the other five conditions.

Although all of the previously listed **Factors** are at least reasonably present throughout **Redevelopment Area #2**, the conclusion is that the average age of the structures, street layout, faulty lot layout and presence of **functionally and economically obsolete properties** are a sufficient basis for designation of the **Area** as **blighted** and **substandard**.

The extent of **Blight** and **Substandard Factors** in the **Redevelopment Area**, addressed in this **Study**, is presented in **Tables 1** and **2**, **Pages 5** and **7**. The eligibility findings indicate that the **Area** is in need of revitalization and strengthening to ensure it will contribute to the physical, economic and social well-being of the City of Hickman and support a variety of new developments.



**Structural/Site Conditions
Survey Form**

Parcel # _____
Address: _____

Section I: EXISTING LAND USE.

1. Type of Units: ___ SF ___ MF ___ Mobile Home
2. Vacant Parcel: _____ Developable _____ Undevelopable
3. Non-residential Use: _____ Commercial _____ Industrial _____ Public
4. Mixed Use _____
5. Occupied _____ Vacant _____

Section II: STRUCTURAL COMPONENTS.

	Primary Components	(Critical) Dilapidated	(Major) Deteriorating	Minor	None	Sound
1	Roof					
2	Wall Foundation					
3	Foundation					
_____ Concrete _____ Stone _____ Rolled Asphalt _____ Brick _____ Other						
	Secondary Components	(Critical) Dilapidated	(Major) Deteriorating	Minor	None	Sound
4	Roof					
_____ Asphalt Shingles _____ Rolled Asphalt _____ Cedar _____ Combination _____ Other						
5	Chimney					
6	Gutters, Downspouts					
7	Wall Surface					
_____ Wood _____ Masonry _____ Siding _____ Stucco _____ Combination _____ Other						
8	Paint					
9	Doors					
10	Windows					
11	Porches, Steps, Fire Escape					
12	Driveways, Side Condition					

Final Rating:

_____ Sound _____ Deficient-Minor _____ Deficient-Major _____ Dilapidated
Built Within: _____ 1 year _____ 1-5 years _____ 5-10 years
 _____ 10-20 years _____ 20-40 years _____ 40-100 years _____ 100+ years

Section III: PARCEL/SITE COMPONENTS

1. Street Surface Type: _____
2. Street Condition: _____ E _____ G _____ F _____ P
3. Sidewalk Condition: _____ N _____ E _____ G _____ F _____ P
4. Parking (Off-Street): _____ N _____ E _____ G _____ F _____ P
 _____ # of Spaces _____ Surface
5. Railroad Track/Right-of Way Composition: _____ N _____ E _____ G _____ F _____ P
6. Existence of Debris: _____ MA _____ MI _____ N
7. Overall Site Condition: _____ E _____ G _____ F _____ P

Redevelopment Area #2 - Site and Structural Conditions.

Overall Site Conditions	Total	Percent	Residential	Undeveloped
Excellent	0	0.0%	0	0
Good	1	50.0%	0	1
Fair	1	50.0%	1	0
Poor	0	0.0%	0	0
Total	2	100.0%	1	1

Street Type	Total	Percent	Residential	Undeveloped
None	2	100.0%	1	1
Concrete	0	0.0%	0	0
Asphalt	0	0.0%	0	0
Gravel	0	0.0%	0	0
Brick	0	0.0%	0	0
Total	2	100.0%	1	1

Street Condition	Total	Percent	Residential	Undeveloped
None	2	100.0%	1	1
Excellent	0	0.0%	0	0
Good	0	0.0%	0	0
Fair	0	0.0%	0	0
Poor	0	0.0%	0	0
Total	2	100.0%	1	1

Sidewalk Condition	Total	Percent	Residential	Undeveloped
None	2	100.0%	1	1
Excellent	0	0.0%	0	0
Good	0	0.0%	0	0
Fair	0	0.0%	0	0
Poor	0	0.0%	0	0
Total	2	100.0%	1	1

Debris	Total	Percent	Residential	Undeveloped
None	1	50.0%	0	1
Minor	1	50.0%	1	0
Major	0	0.0%	0	0
Total	2	100.0%	1	1

Age of Structures	Total	Percent	Residential	Accessory	Undeveloped
Not Available	3	60.0%	0	3	N/A
1-5 Years	1	20.0%	0	1	N/A
5-10 Years	0	0.0%	0	0	N/A
10-20 Years	0	0.0%	0	0	N/A
20-40 Years	0	0.0%	0	0	N/A
40-100 Years	0	0.0%	0	0	N/A
100+ Years	1	20.0%	1	0	N/A
Total	5	100.0%	1	4	N/A

Final Structure Rating	Total	Percent	Residential	Accessory	Undeveloped
Sound	4	80.0%	1	3	N/A
Deteriorating - Minor	1	20.0%	0	1	N/A
Deteriorating - Major	0	0.0%	0	0	N/A
Dilapidated	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Doors	Total	Percent	Residential	Accessory	Undeveloped
None	0	0.0%	0	0	N/A
Sound	3	60.0%	1	2	N/A
Minor	2	40.0%	0	2	N/A
Substandard	0	0.0%	0	0	N/A
Critical	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Windows	Total	Percent	Residential	Accessory	Undeveloped
None	1	20.0%	0	1	N/A
Sound	4	80.0%	1	3	N/A
Minor	0	0.0%	0	0	N/A
Substandard	0	0.0%	0	0	N/A
Critical	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Porches and Steps	Total	Percent	Residential	Accessory	Undeveloped
None	0	0.0%	0	0	N/A
Sound	5	100.0%	1	4	N/A
Minor	0	0.0%	0	0	N/A
Substandard	0	0.0%	0	0	N/A
Critical	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Paint	Total	Percent	Residential	Accessory	Undeveloped
None	2	40.0%	0	2	N/A
Sound	3	60.0%	1	2	N/A
Minor	0	0.0%	0	0	N/A
Substandard	0	0.0%	0	0	N/A
Critical	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Driveway and Site	Total	Percent	Residential	Accessory	Undeveloped
None	0	0.0%	0	0	N/A
Sound	4	80.0%	1	3	N/A
Minor	1	20.0%	0	1	N/A
Substandard	0	0.0%	0	0	N/A
Critical	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Roof Structure	Total	Percent	Residential	Accessory	Undeveloped
None	0	0.0%	0	0	N/A
Sound	5	100.0%	1	4	N/A
Minor	0	0.0%	0	0	N/A
Substandard	0	0.0%	0	0	N/A
Critical	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Wall Foundation	Total	Percent	Residential	Accessory	Undeveloped
None	0	0.0%	0	0	N/A
Sound	5	100.0%	1	4	N/A
Minor	0	0.0%	0	0	N/A
Substandard	0	0.0%	0	0	N/A
Critical	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Foundation	Total	Percent	Residential	Accessory	Undeveloped
None	4	80.0%	0	4	N/A
Sound	1	20.0%	1	0	N/A
Minor	0	0.0%	0	0	N/A
Substandard	0	0.0%	0	0	N/A
Critical	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Foundation Type	Total	Percent	Residential	Accessory	Undeveloped
Other/None	4	80.0%	0	4	N/A
Concrete	1	20.0%	1	0	N/A
Stone	0	0.0%	0	0	N/A
Rolled Asphalt	0	0.0%	0	0	N/A
Brick	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Roof Surface	Total	Percent	Residential	Accessory	Undeveloped
None	0	0.0%	0	0	N/A
Sound	4	80.0%	1	3	N/A
Minor	0	0.0%	0	0	N/A
Substandard	1	20.0%	0	1	N/A
Critical	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Roof Type	Total	Percent	Residential	Accessory	Undeveloped
None	0	0.0%	0	0	N/A
Asphalt Shingles	4	80.0%	1	3	N/A
Rolled Asphalt	0	0.0%	0	0	N/A
Metal	1	20.0%	0	1	N/A
Combination	0	0.0%	0	0	N/A
Other	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Chimney	Total	Percent	Residential	Accessory	Undeveloped
None	5	100.0%	1	4	N/A
Sound	0	0.0%	0	0	N/A
Minor	0	0.0%	0	0	N/A
Substandard	0	0.0%	0	0	N/A
Critical	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Gutters, Downspouts	Total	Percent	Residential	Accessory	Undeveloped
None	2	40.0%	0	2	N/A
Sound	3	60.0%	1	2	N/A
Minor	0	0.0%	0	0	N/A
Substandard	0	0.0%	0	0	N/A
Critical	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Wall Surface	Total	Percent	Residential	Accessory	Undeveloped
None	0	0.0%	0	0	N/A
Sound	4	80.0%	1	3	N/A
Minor	1	20.0%	0	1	N/A
Substandard	0	0.0%	0	0	N/A
Critical	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Wall Surface Type	Total	Percent	Residential	Accessory	Undeveloped
Wood	4	80.0%	1	3	N/A
Masonry	0	0.0%	0	0	N/A
Siding	0	0.0%	0	0	N/A
Combination	0	0.0%	0	0	N/A
Stucco	0	0.0%	0	0	N/A
Other/Metal	1	20.0%	0	1	N/A
Total	5	100.0%	1	4	N/A

Parking Surface	Total	Percent	Residential	Accessory	Undeveloped
None	2	40.0%	0	2	N/A
Concrete	2	40.0%	1	1	N/A
Asphalt	0	0.0%	0	0	N/A
Gravel	1	20.0%	0	1	N/A
Dirt	0	0.0%	0	0	N/A
Brick	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Parking Spaces	Total	Percent	Residential	Accessory	Undeveloped
None	2	40.0%	0	2	N/A
1 to 2	3	60.0%	1	2	N/A
3 to 5	0	0.0%	0	0	N/A
6 to 10	0	0.0%	0	0	N/A
11 to 20	0	0.0%	0	0	N/A
21 or more	0	0.0%	0	0	N/A
Total	5	100.0%	1	4	N/A

Redevelopment Area #2 Parcels.

1527321001000*	1527321002000*	*= Outside Current Corporate Limits
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Public Work & Parks Department Report

November 2023

Public Works

- 811 Locate Tickets

Water & Wastewater

- Meters for new builds.
- Changed out meters
- Routine sampling
- Water treatment plant is at the stage to start filling the vessels with media.
- The wastewater plant poured the base for the clarifier.
- Hauled sludge.

Electric

- Great Plains has finished the replacement project.
- Schmader Electric has finished installing the electricity for Terrace View 5th addition.
- Spickelmier bored the innerduct in for the 4/0 that is to run on the north side of the terrace view additions and feed a PMH9 switch gear on west side of 82nd St.
- We have bored in and looped the B phase at Fence Rock. This will allow them to be back-fed.
- Repaired a few streetlights.
- Locate is called in to install a streetlight at the bottom of 5th street along trail.
- Replaced a light pole the was hit on 2nd and Elm.
- Pulled polls on corner of 2nd and Elm and the alley on 3rd between main and locust.

Streets

- Reclaimed a couple alleys between locust and walnut streets.
- Speed advisory signs have been installed in place of no salt signs on roundabout
- Put up Christmas lights.

Parks

- Seasonal activities have come to an end so making a list of things that need addressed before spring.
- Installed the pole and light on the trail that was missing by 5th street.
- Making a plan to enhance the lighting on the trail. Going to replace a few of the older lights with higher wattage lights and see if that helps with the dark areas.

OPEN CODE VIOLATIONS REPORT

NEW VIOLATIONS

Updated November 16, 2023

Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
9th and Asher	RV blocking view of intersection	10/24/2023	Deputy	10/30/2023	action complete	1 in person complaint regarding an RV blocking view of an intersection. Deputy noted vehicle legally parked in the driveway, no obstruction and no further complaints received.
Village View	Vehicle standing on city street greater than 24 hours	10/24/2023	Deputy	10/30/2023	action complete	1 in person complaints regarding a vehicle parked in the city street for a while and has not moved. Referred the complaint the Sheriff Deputy and vehicle was moved.
w. 10th Street	sprinklers running in freezing temps	10/30/2023	property owner	11/2/2023	action complete	1 in person complaint about neighbors running sprinklers daily in freezing temperatures. Spoke with property owner about the sprinklers. She had them taken care of.
Hickory Street	Vehicle standing on city street greater than 24 hours	11/15/2023	Deputy	11/16/2023	in process	2 online complaints regarding a vehicle parked in the city street and has not moved. Sheriff Deputy removed vehicle was moved off street.
1010 Titan Drive	unlawful use of water	11/17/2023	Property Owner	11/27/2023	in process	1 telephone complaint the construction site workers were using the neighbors outside water spigot. Letter sent to property owner
Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
Pioneer Ct	dead trees	8/28/2023	property owner	11/29/2023	in process	Phone Complaint. Dead trees and heavy under growth. Property owner contacted a tree service. Verified with tree service a November date for removal and clean up. Will follow up for progress.
6880 Hickman Rd	litter	10/17/2023	property owner	11/17/2023	in process	Certified letter sent requesting cleanup of property.
7000 Hickman Rd	litter	10/17/2023	property owner	11/17/2023	in process	Certified letter sent requesting cleanup of property.

30 new single family building permits have been issued to date in 2023 compared to 66 this date 2022; 72 in 2021; 51 in 2020; 32 in 2019.
 1 new multi-family permit received for Appt. Building #3 at Hickman Hills.



MEETING MINUTES

CONSTRUCTION PROGRESS MEETING

	Overnight
	Regular Mail
X	Hand Delivery
	Other: Email

NAME OF PROJECT:	Hickman WWTF Improvements
PROJECT LOCATION:	Hickman, NE
MEETING LOCATION:	Hickman City Office, 115 Locust Street, Hickman, NE
DATE & TIME:	Thursday November 16, 2023 - 11:30 AM
PROJECT #:	021-01497

- **Sign-In** See attached
- **Approval of Previous Meeting Minutes**
 - Progress Meeting Minutes 10/23/2023
- **Shop Drawing Status Report**
 - Submittals Reviewed:
 - A total of 20 have been submitted so far.
 - Submittals Returned for Correction, in the Past Month:
 - None
 - Submittals Approved, in the Past Month:
 - 03 30 00 Water Stop
 - 03 30 00 Cast in Place Concrete
 - 33 05 61 Concrete Manholes
 - Pressure Relief Valves
 - 03 31 00 Concrete Forming and Accessories
 - Submittals Currently in for Review:
 - 05 51 33 Metal Stairs and Ladders
 - 08 31 23 Floor Doors
 - 08 41 13 Aluminum Framed Entrances
 - 08 71 00 Door Hardware
 - 46 21 13 Chain and Rake Bar Screens
 - 46 43 21 Circular Clarifier Equipment
 - FD02 Concrete Grout
 - Any critical/short fuse items?
 - Equipment
 - Architectural items, order from supplier going together.

- **Contractor's Schedule Status Report**
 - Review of Work Progress since the last meeting:
 - Final clarifier sump poured.
 - Pipes under clarifier installed.
 - Anticipated Progress During Next Work Period
 - Final clarifier base slab pour next week.
 - Final clarifier walls started.
 - Excavation of headworks building.
 - Items Which May Impede Planned Progress
 - Mueller, supplier, was hacked. Slow getting back up and running.

- Other Progress Discussion Items
 - RAS Site Piping Neuvirth looking at alternate route.
 - Fabric under rock for clarifier base
 - Stripping time for forms, see ACI 306.
 - Deduct for 8" plug valve outside clarifier coming.
 - Pricing for replacement of 6" plug valve near SBR Basins.
 - Plan to pump sludge material out of SBR to Sludge Wet Well north side of pump station.

- **RFIs, RFPs, CPRs, Change Orders, etc.**
 - Field Orders – This Period
 - Field Order 002 – Additional Clarifier Details
 - RFIs – This Period
 - RFI 010 – Clarification Bypass Structure Rebar Connection
 - RFI 011 – Envirodyne Final Clarifier Questions
 - RFI 011A – Motor Operators for Plug Valves
 - RFI 012 – Clarifier Sump Dimensions
 - RFI 013 – Water Stop At Clarifier Base Slab
 - RFI 014 – Clarifier Grout
 - CPRs
 - CPR 002 – Site Piping Change – Will update based on additional discussion.
 - CPR 003 – RAS Pump Station Piping – Will update based on existing utility location/decision.
 - CPR 004 – Vertical Expansion Joints Clarifier
 - Not Recommended for Approval
 - CPR 005 – RFI 10 L Bar Alterations
 - Will be updated based on discussions/decision.
 - WCDs
 - No WCDs to date.
 - Change Orders – This Period
 - CO 001 – Remove Existing Pipe and Manhole on south side of site.
 - \$6,635.50
 - Recommend for Approval
- **Pay Applications**
 - No pay application submitted yet.
 - Will be submitting for next months first meeting.
- **Next Progress Meeting**
 - Proposed Thursday, December 14th, 2023 @ 11:30 AM

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

ORDINANCE NO. 2023-14

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

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

Section 1. Pursuant to Neb. Rev. Stat. Section 18-3301, and at the request of the owners thereof, the real property described below is hereby annexed into the corporate limits of the City of Hickman, Lancaster County, Nebraska:

Property Description: The real property located and as described on the legal description of WIZKIDZ ADDITION, Lot 1 and Lot 2, and S27, T8, R7, 6th Principal Meridian, LOT 3 SW, Hickman, NE 68372 aka Parcel ID 1527321001000, 1527321002000, and 1527300002000, attached hereto and made a part hereof as Exhibit "A";

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

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

Section 4. The Extraterritorial Jurisdiction (ETJ) shall be extended upon approval of annexation of said property and the Official Zoning Map of the City of Hickman shall be amended to reflect said changes.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____ 2023.

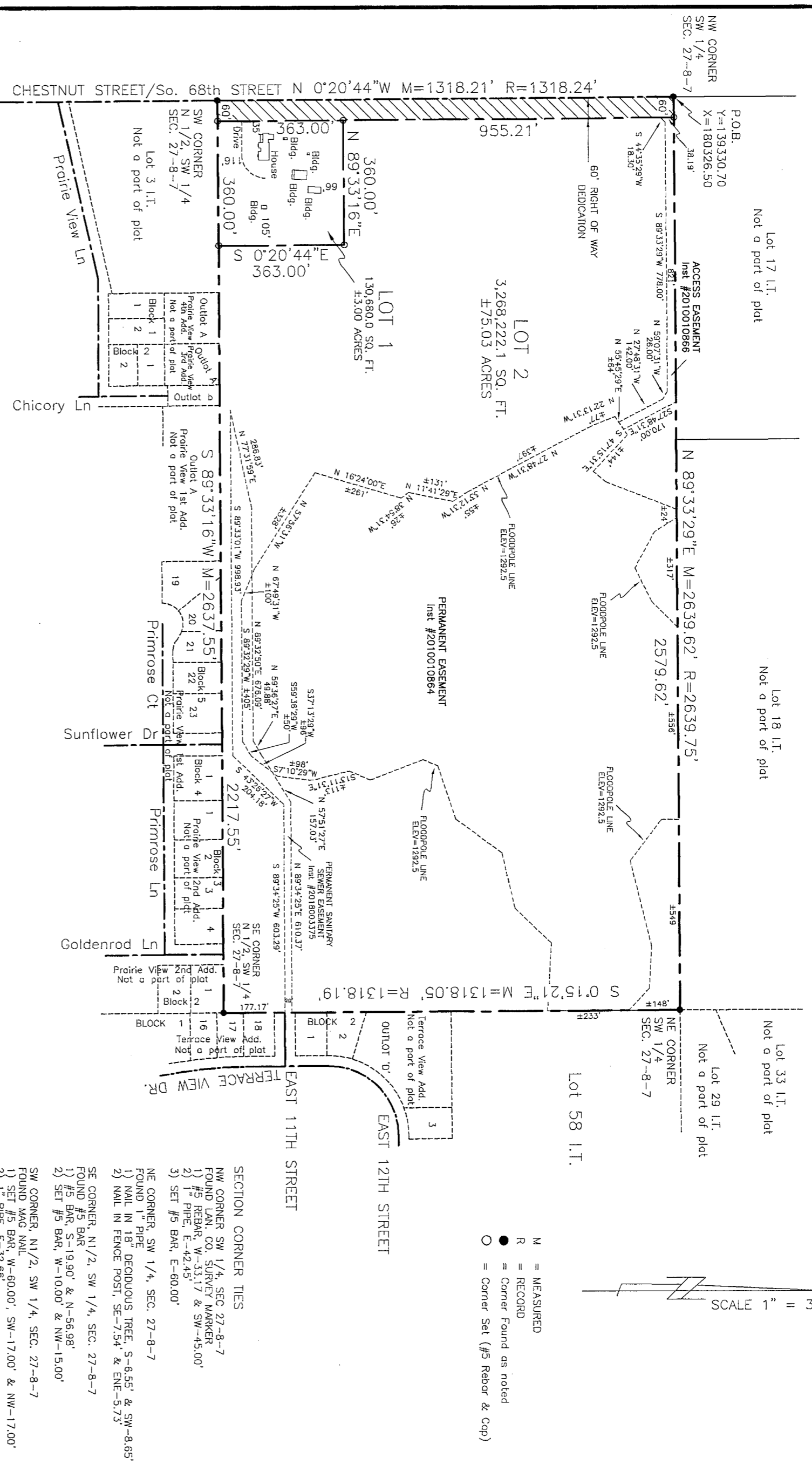
CITY OF HICKMAN

(SEAL)

Phil Goering, Mayor

ATTEST: Jaala Johnson, CMC City Clerk

WIZKIDZ ADDITION ADMINISTRATIVE PLAT



Inst # 2023025426 Thu Aug 24 11:34:12 CDT 2023
 Filing Fee: \$52.00
 Lancaster County, NE Assessor/Register of Deeds Office
 Lancaster County, NE Assessor/Register of Deeds Office
 Section 27, Township 8 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, More Particularly Described as Follows:
 WIZKIDZ
 # 6230

PERMETER DESCRIPTIONS
 ALL OF LOTS 50 AND 51 IRREGULAR TRACTS, LOCATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE 6th P.M., LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE EASTERLY ON THE NORTH LINE OF SAID LOT 51, AND THE NORTH LINE OF SAID SOUTHWEST QUARTER, ON AN ASSIGNED BEARING OF N 89°33'29"E, 2639.62', TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY ON THE EAST LINE OF SAID SOUTHWEST QUARTER, S 0°15'21"E, 1318.05', TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SOUTHWEST QUARTER; THENCE WESTERLY ON THE SOUTH LINE OF SAID NORTH HALF, S 89°33'16"W, 2637.55', TO THE SOUTHWEST CORNER OF SAID NORTH HALF; THENCE NORTHERLY ON THE WEST LINE OF SAID SOUTHWEST QUARTER, N 0°20'44"W, 1318.21', TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 5,477,994.62 SQUARE FEET OR 73.84 ACRES, MORE OR LESS.

OWNERS CERTIFICATION
 I, THE UNDERSIGNED, VAN A. O'CONNOR & REBECCA A. O'CONNOR, OWNERS; BARBARA K. PESTER AND JEFF WISMER, WIZKIDZ LLC, MANAGING MEMBERS, OWNERS; OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN CERTIFY THAT I HAVE LAID OUT, PLATTED, AND SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.
 CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL ASSESSMENTS ARE EXPLAINED AS FOLLOWS:
 THERE ARE STRIPS OF GROUND SHOWN OR DESCRIBED ON THIS PLAT AND MARKED EASEMENT, RESERVED FOR THE USE OF PUBLIC UTILITIES AND SUBJECT TO THE PARAMOUNT RIGHT OF UTILITY OR CITY TO INSTALL, REPAIR, REPLACE, AND MAINTAIN ITS INSTALLATIONS.
 THE 60' WIDE RIGHT OF WAY SHOWN ALONG CHESTNUT STREET AND OR SOUTH 68th STREET IS HEREBY DEDICATED TO THE PUBLIC.
 DIRECT VEHICLE ACCESS INTO LOT 2, FROM EAST 11TH STREET, GOLDENROD LANE, SUNFLOWER DRIVE, AND OUTLOT B, PRAIRIE VIEW 3RD ADDITION IS NOT ALLOWED UNTIL LOT 2 IS SUBDIVIDED.
 THE CONSTRUCTION OR LOCATION OF ANY FENCE OR OTHER IMPROVEMENT WHICH OBSTRUCTS DRAINAGE SHALL BE PROHIBITED OVER, UPON, OR UNDER ANY DRAINAGE EASEMENT SHOWN THEREON.
 THE BUILDING SETBACKS WILL COMPLY WITH THE ZONING DISTRICT IN WHICH THE STRUCTURE WILL BE LOCATED.
 ONE NEW COMMERCIAL/RESIDENTIAL ACCESS POINT OFF CHESTNUT STREET AND OR SOUTH 68th STREET IS ALLOWED.
 NATIONAL WETLANDS INVENTORY SHOWS FRESHWATER WETLANDS THROUGHOUT LOT 2.

LOT 2 CONTAINS THE UPPER SALT CREEK DAM AND PERMANENT EASEMENT THIS EASEMENT IS GRANTED FOR THE PURPOSE OF AND IN CONNECTION WITH THE CONSTRUCTION, RECONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND INSPECTION OF A FLOODWATER RETARDING STRUCTURE, TO INCLUDE A SITE WHERE THE SUITABLE BORROW MATERIALS CAN BE OBTAINED, FOR THE INSTALLATION AND MAINTENANCE OF WILDLIFE HABITAT; AND FOR THE PURPOSE OF THE FLOWAGE OF ANY WATERS IN, OVER, UPON, OR THROUGH SUCH STRUCTURE; AND FOR THE PERMANENT STORAGE AND TEMPORARY DETENTION, EITHER OR BOTH, OF ANY WATERS THAT ARE IMPOUNDED, STORED OR DETAINED BY SUCH FLOODWATER RETARDING STRUCTURE DESIGNATED AS SITE 35-A OF THE UPPER SALT CREEK WATERSHED PROJECT.

Van A. O'Connor
 VAN A. O'CONNOR, husband
 REBECCA A. O'CONNOR, wife
Barbara K. Pester
 By: BARBARA K. PESTER
 WIZKIDZ LLC, MANAGING MEMBER
Jeff Wismer
 By: JEFF WISMER
 WIZKIDZ LLC, MANAGING MEMBER
Barbara K. Pester
 By: BARBARA K. PESTER
 WIZKIDZ LLC, MANAGING MEMBER

SURVEYORS CERTIFICATE
 I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 27, 2023, THAT ANY CHANGES FROM THE DESCRIPTION APPEARING IN THE LAST RECORDED TRANSMISSION OF LAND CONTAINED IN THE FINAL PLAT ARE SO INDICATED, THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AS DESCRIBED OR WILL BE INSTALLED AND THEIR POSITION IS CORRECTLY SHOWN AND THAT ALL DIMENSIONAL AND GEODETIC DATA IS CORRECT.
 SIGNED THIS 18th DAY OF AUGUST, 2023.
Billy Joe Kier
 BILLY JOE KIER, LS #483
 K & M LAND SURVEYING INC.

ACKNOWLEDGMENT OF NOTARY
 STATE OF NEBRASKA
 LANCASTER COUNTY
 ON THIS 21st DAY OF August 2023, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME TO ME, JEFF WISMER, WIZKIDZ, MANAGING MEMBER, KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS FIXED TO THE DEDICATION TO THE FOREGOING PLAT AND SHE ACKNOWLEDGES THE SAME TO BE HER VOLUNTARY ACT AND DEED.
 MY COMMISSION EXPIRES THE 26th DAY OF June 2025.
Jeff Wismer
 GENERAL NOTARY - State of Nebraska
 SETH PATRICK
 My Comm. Exp. June 26, 2025

ACKNOWLEDGMENT OF NOTARY
 STATE OF NEBRASKA
 LANCASTER COUNTY
 ON THIS 21st DAY OF August 2023, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME TO ME, BARBARA K. PESTER, WIZKIDZ, MANAGING MEMBER, KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS FIXED TO THE DEDICATION TO THE FOREGOING PLAT AND SHE ACKNOWLEDGES THE SAME TO BE HER VOLUNTARY ACT AND DEED.
 MY COMMISSION EXPIRES THE 26th DAY OF June 2025.
Barbara K. Pester
 GENERAL NOTARY - State of Nebraska
 SETH PATRICK
 My Comm. Exp. June 26, 2025

APPROVAL OF CITY OF HICKMAN
 THIS ADMINISTRATIVE PLAT WAS APPROVED BY THE CITY OF HICKMAN
 ON THIS 21st DAY OF August 2023
Luigi Ilesca
 CITY ADMINISTRATOR
 ZONING ADMINISTRATOR

ACCEPTANCE BY HICKMAN CITY ENGINEER
 THIS ADMINISTRATIVE PLAT WAS REVIEWED AND APPROVED BY THE HICKMAN CITY ENGINEER
 ON THIS 24th DAY OF August 2023
John R. Stahl
 HICKMAN CITY ENGINEER

ACCEPTANCE BY LANCASTER COUNTY REGISTER OF DEEDS
 RECORDED ON THIS _____ DAY OF _____ 2023.
 LANCASTER COUNTY REGISTER OF DEEDS

REVIEW OF LANCASTER COUNTY SURVEYOR
 THIS ADMINISTRATIVE PLAT OF ADDITION WAS REVIEWED BY THE LANCASTER COUNTY SURVEYOR
 ON THIS 22nd DAY OF Aug. 2023
David B. B...
 LANCASTER COUNTY SURVEYOR

COUNTY TREASURER'S CERTIFICATIONS
 THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY RECORDS OF LANCASTER COUNTY TREASURER
 COUNTY TREASURER _____ DATE _____ AUG 24 2023

ACKNOWLEDGMENT OF NOTARY
 STATE OF NEBRASKA
 LANCASTER COUNTY
 ON THIS 21st DAY OF August 2023, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME TO ME, VAN A. O'CONNOR & REBECCA A. O'CONNOR, HUSBAND AND WIFE, KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS FIXED TO THE DEDICATION TO THE FOREGOING PLAT AND THEY ACKNOWLEDGES THE SAME TO BE THEIR VOLUNTARY ACT AND DEED.
 MY COMMISSION EXPIRES THE 26th DAY OF June 2025.
Van A. O'Connor
 GENERAL NOTARY - State of Nebraska
 SETH PATRICK
 My Comm. Exp. June 26, 2025

ACKNOWLEDGMENT OF NOTARY
 STATE OF NEBRASKA
 LANCASTER COUNTY
 ON THIS 21st DAY OF August 2023, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME TO ME, JEFF WISMER, WIZKIDZ, MANAGING MEMBER, KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS FIXED TO THE DEDICATION TO THE FOREGOING PLAT AND HE ACKNOWLEDGES THE SAME TO BE HIS VOLUNTARY ACT AND DEED.
 MY COMMISSION EXPIRES THE 26th DAY OF June 2025.
Jeff Wismer
 GENERAL NOTARY - State of Nebraska
 SETH PATRICK
 My Comm. Exp. June 26, 2025

SECTION CORNER TIES
 NW CORNER SW 1/4, SEC. 27-8-7
 FOUND LAN. CO. SURVEY MARKER
 1) #5 REBAR, W-33.17' & SW-45.00'
 2) #5 PIPE, E-42.45'
 3) SET #5 BAR, E-60.00'
 NE CORNER SW 1/4, SEC. 27-8-7
 FOUND 1" PIPE
 1) WALL IN 18" DECIDUOUS TREE, S-6.55' & SW-8.65'
 2) WALL IN FENCE POST, SE-7.54' & ENE-5.73'
 SE CORNER, N1/2, SW 1/4, SEC. 27-8-7
 FOUND #5 BAR
 1) #5 BAR, S-19.90' & N-56.98'
 2) SET #5 BAR, W-10.00' & NW-15.00'
 SW CORNER, N1/2, SW 1/4, SEC. 27-8-7
 FOUND MAG WALK
 1) SET #5 BAR, W-60.00', SW-17.00' & NW-17.00'
 2) 1" PIPE, E-32.86'

ORDINANCE NO. 2023-15

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

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

- Section 1. Barber Estates Addition is a subdivision within the zoning jurisdiction of the City of Hickman, Lancaster County, Nebraska.
- Section 2. Pursuant to the subdivision ordinance of the City of Hickman, Lancaster County, Nebraska, Ordinance No. 2007-03, the final plat of Barber Estates Addition, a copy which is attached hereto and made a part of this ordinance, is hereby approved.
- Section 3. The City Clerk of Hickman, Nebraska is directed to endorse a certificate of approval on the final plat and to file the original with the Lancaster County Register of Deeds Office and do all other acts required by state statute and said ordinance.
- Section 4. The City of Hickman and the subdivider FUN, LLC shall enter into the Subdivision Agreement attached to this Ordinance. This Subdivision Agreement contains covenants that run with the real property contained in the Barber Estates Addition and are binding on all successor and assigns of the City of Hickman and FUN, LLC.
- Section 5. This ordinance shall be in full force and effect from and after its passage and publication according to law.

PASSED AND APPROVED THIS 14TH DAY OF NOVEMBER, 2023

Doug Wagner, Council President

ATTEST:

Jaala Johnson, CMC, City Clerk

(SEAL)

BARBER ESTATES ADDITION

FINAL PLAT

BASED ON TOWER RIDGE ADDITION

SURVEYOR'S CERTIFICATE

I hereby certify that I have accurately surveyed the subdivision as required in Section 26.19.041 of the Land Subdivision Ordinance to be known as "BARBER ESTATES ADDITION", a subdivision of Outlot A, Tower Ridge Addition located in the Southwest Quarter of Section 27, Township 8 North, Range 7 East, of the 6th P.M., Hickman, Lancaster County, Nebraska and more particularly described as follows:

A parcel of land being all of Outlot A, Tower Ridge Addition, located in the SW 1/4 of Section 27, T.8N, R.7E of the 6th P.M., City of Hickman Lancaster County, Nebraska, being more particularly described as follows:

Beginning at the NW corner of said Outlot A;
 Thence on the North boundary of said Outlot A, N89°39'23"E, 613.39 feet to the NE corner of said Outlot A, all bearings hereon are relative thereto;
 Thence on the boundaries of said Outlot A the following nine (9) courses:
 Thence, S00°29'08"E, 231.00 feet;
 Thence, S89°39'12"W, 143.28 feet to the beginning of a non-tangential curve, to the right having a delta of 47°15'05", having a radius of 60.00 feet, and whose long chord bears S49°07'15"W for a distance of 48.09 feet;
 Thence on said curve 49.48 feet a point of reverse curvature to the left having a delta of 88°43'13", having a radius of 30.00 feet, and whose long chord bears S28°23'13"W for a distance of 41.95 feet;
 Thence on said curve 46.45 feet to a point of reverse curvature to the right having a delta of 15°30'19", having a radius of 530.00 feet, and whose long chord bears S08°12'04"E for a distance of 142.99 feet;
 Thence on said curve 143.43 feet;
 Thence, S00°26'55"E, 72.18 feet to the North Right-of-Way of Hickman Rd;
 Thence on said North Right-of-Way, S89°34'52"W, 180.00 feet;
 Thence departing, N00°21'01"W, 93.22 feet;
 Thence, N31°28'41"W, 490.55 feet to the Point of Beginning.
 Containing 186,384 Square Feet or 4.28 Acres more or less.

Permanent monuments have been placed at each of the final plat corners on the periphery of the subdivision, on the centerline at each street intersection and at each point of tangency and curvature.

All curvilinear dimensions are chord measurements unless shown otherwise, and are in feet or decimals of a foot.

Signed this ____ day of _____, 20____.

Lyle L. Loth, L.S. 314
 REGA Engineering Group Inc.
 601 Old Cheney Road, Suite 'A'
 Lincoln, NE 68512
 402-484-7342

REVIEW OF LANCASTER COUNTY SURVEYOR

This final plat of BARBER ESTATES ADDITION was reviewed by the office of Lancaster

County Surveyor on this ____ day of _____, 20____.

 Lancaster County Surveyor

ACCEPTANCE OF HICKMAN CITY COUNCIL

This final plat of BARBER ESTATES ADDITION was approved by the City Council of the City of Hickman, Nebraska

on this this ____ day of _____, 20____, in accordance with the State Statutes of Nebraska.
 (City of Hickman SEAL)

 Mayor

ATTEST _____
 City Clerk

DEDICATION

The foregoing plat, known as BARBER ESTATES ADDITION, in the Southwest Quarter of Section 27, Township 8 North, Range 7 East of the 6th P.M., Hickman, Lancaster County, Nebraska, and being more fully described by metes and bounds in the Surveyor's Certificate.

This dedication is made with the free consent and in accordance with the desires of the undersigned, the sole owners, and the easements shown thereon are here by granted in perpetuity to The City of Hickman, Nebraska. Windstream Nebraska Inc., Time Warner Cable Midwest LLC., Black Hills Energy, and Norris Public Power District, their successors and assigns, to allow entry for the purpose of construction, reconstruction, repair, operation and maintenance of wires, cables, conduits, fixtures, poles, towers, pipes, and equipment for the distribution of electricity and gas; telephone and cable television; wastewater collectors; storm drains; water mains and all appurtenances thereto, over, upon, or under the easements as shown on the foregoing plat.

The construction or location of any building or structures, excluding fences, over, upon, or under any easement shown thereon shall be prohibited.

Access to East 7th Street (Hickman Road) is hereby relinquished except at the location of a Private Drive accessing Outlot A.

The additional Right-Of-Way shown hereon is dedicated to the Public.

The City of Hickman, Nebraska, its successors and assigns are hereby held harmless for the cost of replacement or damage to any improvement or vegetation over, upon, or under any easement shown thereon. Relocation of existing facilities will be at the owner/developers expense.

 Fun, LLC, Managing Member

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
 LANCASTER COUNTY)

On this ____ day of _____, 20____, before me, the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came (name, position, company), to me personally known to be the identical person whose name is affixed to the dedication of the foregoing plat and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said company.

 NOTARY PUBLIC

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

ACCEPTANCE BY HICKMAN CITY ENGINEERS

This final plat of BARBER ESTATES ADDITION was reviewed and approved by the

Hickman City Engineer on this ____ day of _____, 20____.

 Hickman City Engineer

COUNTY TREASURER'S CERTIFICATION

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

 County Treasurer

 Date

APPROVAL OF THE PLANNING COMMISSION OF HICKMAN, NEBRASKA

This final plat of BARBER ESTATES ADDITION was approved by the Hickman

Planning Commission this ____ day of _____, 20____.

 Chairperson, Hickman Planning Commission

LIEN HOLDER CONSENT AND SUBORDINATION

The undersigned holders of those certain liens against the real property described in the plat known as "BARBER ESTATES ADDITION" (hereinafter "Plat), said lien being recorded in the office of the Register of Deeds of Lancaster County, Nebraska, as Instrument No. 2017000297(hereinafter "Lien"), does hereby consent to the dedication of and subordinate the Lien to any utility (sewer, water, electric, cable TV, telephone, natural gas) easements of streets or roads, pedestrian way easements, and access easements and relinquishments of access, dedicated to the public, all shown on the Plat, but not otherwise. The undersigned confirms that it is the holder of the Lien and has not assigned the Lien to any other person.

First State Bank

 Trustee & Beneficiary By: _____
 Signature

 Print Title

 Print Name of individual

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
 LANCASTER COUNTY)

The foregoing instrument was acknowledged before me this ____ day of

_____, 20____, by _____,
 Print Name

_____ on behalf of said (Bank name)

 Print Title

 NOTARY PUBLIC

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

LIEN HOLDER CONSENT AND SUBORDINATION

The undersigned holders of those certain liens against the real property described in the plat known as "BARBER ESTATES ADDITION" (hereinafter "Plat), said lien being recorded in the office of the Register of Deeds of Lancaster County, Nebraska, as Instrument No. 2021041691(hereinafter "Lien"), does hereby consent to the dedication of and subordinate the Lien to any utility (sewer, water, electric, cable TV, telephone, natural gas) easements of streets or roads, pedestrian way easements, and access easements and relinquishments of access, dedicated to the public, all shown on the Plat, but not otherwise. The undersigned confirms that it is the holder of the Lien and has not assigned the Lien to any other person.

Western Bank

 Trustee & Beneficiary By: _____
 Signature

 Print Title

 Print Name of individual

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
 LANCASTER COUNTY)

The foregoing instrument was acknowledged before me this ____ day of

_____, 20____, by _____,
 Print Name

_____ on behalf of said (Bank name)

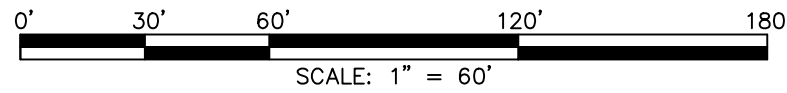
 Print Title

 NOTARY PUBLIC

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



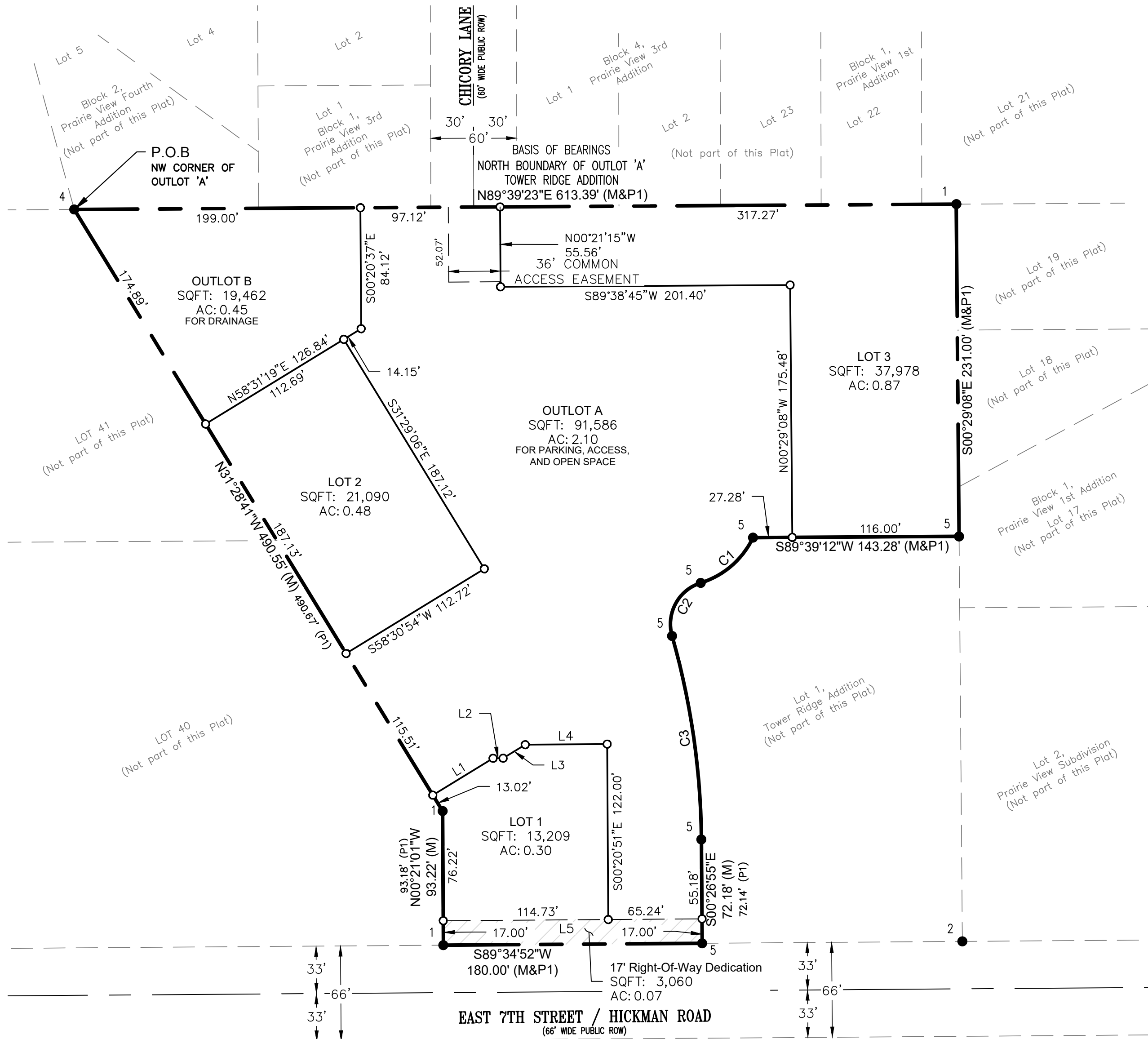
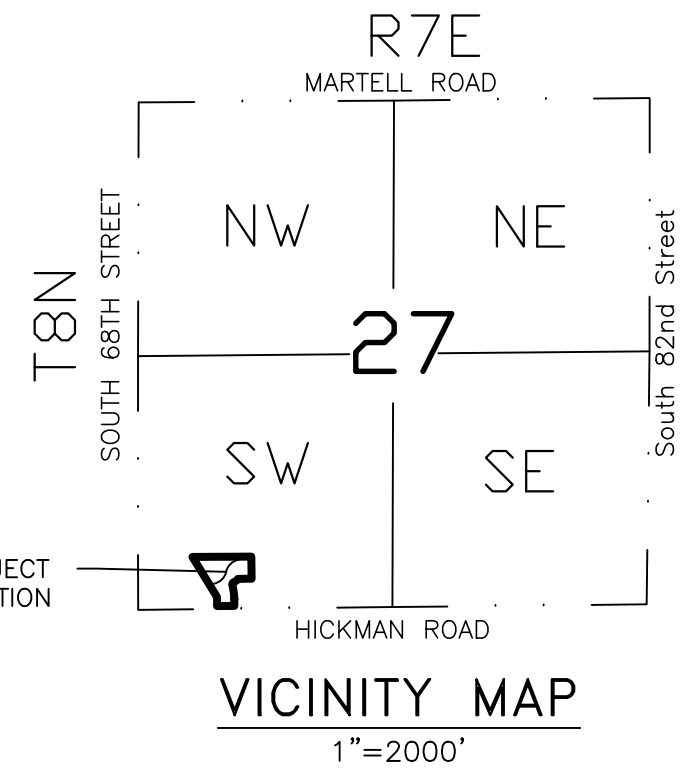
NORTH



BARBER ESTATES ADDITION

FINAL PLAT

BASED ON TOWER RIDGE ADDITION



Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C1	47°15'05"	60.00'	49.48'	S49° 07' 15"W	48.09'
C2	88°43'13"	30.00'	46.45'	S28° 23' 13"W	41.95'
C3	15°30'19"	530.00'	143.43'	S08° 12' 04"E	142.99'

Line #	Direction	Length
L1	N58°31'19"E	49.14'
L2	N89°38'59"E	7.00'
L3	N58°31'19"E	18.00'
L4	N89°34'51"E	57.00'
L5	S89°34'51"W	179.97'

MONUMENT SYMBOL LEGEND

- SET (3/4"x24" Bar w/ LS 314 Cap)
- 1 ● FOUND 1" PIPE
- 2 ● FOUND 5/8" REBAR
- 3 ● FOUND CAPPED REBAR 654
- 4 ● FOUND CAPPED REBAR 695
- 5 ● FOUND CAPPED REBAR 825

(P1) PLATTED DIMENSION PER TOWER RIDGE ADDITION
(M) MEASURED DIMENSION

R-O-W TO BE DEDICATED

BARBER ESTATES ADDITION

FINAL PLAT BASED ON TOWER RIDGE ADDITION

SURVEYOR'S CERTIFICATE

I hereby certify that I have accurately surveyed the subdivision as required in Section 26.19.041 of the Land Subdivision Ordinance to be known as "BARBER ESTATES ADDITION", a subdivision of Outlot A, Tower Ridge Addition located in the Southwest Quarter of Section 27, Township 8 North, Range 7 East, of the 6th P.M., Hickman, Lancaster County, Nebraska and more particularly described as follows:

A parcel of land being all of Outlot A, Tower Ridge Addition, located in the SW 1/4 of Section 27, T.8N, R.7E of the 6th P.M., City of Hickman Lancaster County, Nebraska, being more particularly described as follows:

Beginning at the NW corner of said Outlot A;
Thence on the North boundary of said Outlot A, N89°39'23"E, 613.39 feet to the NE corner of said Outlot A, all bearings hereon are relative thereto;
Thence on the boundaries of said Outlot A the following nine (9) courses:
Thence, S00°29'08"E, 231.00 feet;
Thence, S89°39'12"W, 143.28 feet to the beginning of a non-tangential curve, to the right having a delta of 47°15'05", having a radius of 60.00 feet, and whose long chord bears S49°07'15"W for a distance of 48.09 feet;
Thence on said curve 49.48 feet a point of reverse curvature to the left having a delta of 88°43'13", having a radius of 30.00 feet, and whose long chord bears S28°23'13"W for a distance of 41.95 feet;
Thence on said curve 46.45 feet to a point of reverse curvature to the right having a delta of 15°30'19", having a radius of 530.00 feet, and whose long chord bears S08°12'04"E for a distance of 142.99 feet;
Thence on said curve 143.43 feet;
Thence, S00°26'55"E, 72.18 feet to the North Right-of-Way of Hickman Rd;
Thence on said North Right-of-Way, S89°34'52"W, 180.00 feet;
Thence departing, N00°21'01"W, 93.22 feet;
Thence, N31°28'41"W, 490.55 feet to the **Point of Beginning**.
Containing 186,384 Square Feet or 4.28 Acres more or less.

Permanent monuments have been placed at each of the final plat corners on the periphery of the subdivision, on the centerline at each street intersection and at each point of tangency and curvature.

All curvilinear dimensions are chord measurements unless shown otherwise, and are in feet or decimals of a foot.

Signed this ___ day of _____, 20__.

Lyle L. Loth, L.S. 314
REGA Engineering Group Inc.
601 Old Cheney Road, Suite 'A'
Lincoln, NE 68512
402-484-7342

LIEN HOLDER CONSENT AND SUBORDINATION

The undersigned holders of those certain liens against the real property described in the plat known as "BARBER ESTATES ADDITION" (hereinafter "Plat"), said lien being recorded in the office of the Register of Deeds of Lancaster County, Nebraska, as Instrument No. 2017000297 (hereinafter "Lien"), does hereby consent to the dedication of and subordinate the Lien to any utility (sewer, water, electric, cable TV, telephone, natural gas) easements of streets or roads, pedestrian way easements, and access easements and relinquishments of access, dedicated to the public, all shown on the Plat, but not otherwise. The undersigned confirms that it is the holder of the Lien and has not assigned the Lien to any other person.

First State Bank Nebraska
By: _____
Trustee & Beneficiary Signature

Print Title Print Name of individual

ACKNOWLEDGMENT

STATE OF NEBRASKA }
LANCASTER COUNTY } SS

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by _____, Print Name

_____ on behalf of said First State Bank
Print Title

NOTARY PUBLIC

My commission expires the ___ day of _____, 20__.

LIEN HOLDER CONSENT AND SUBORDINATION

The undersigned holders of those certain liens against the real property described in the plat known as "BARBER ESTATES ADDITION" (hereinafter "Plat"), said lien being recorded in the office of the Register of Deeds of Lancaster County, Nebraska, as Instrument No. 2021041691 (hereinafter "Lien"), does hereby consent to the dedication of and subordinate the Lien to any utility (sewer, water, electric, cable TV, telephone, natural gas) easements of streets or roads, pedestrian way easements, and access easements and relinquishments of access, dedicated to the public, all shown on the Plat, but not otherwise. The undersigned confirms that it is the holder of the Lien and has not assigned the Lien to any other person.

Western National Bank
By: _____
Trustee & Beneficiary Signature

Print Title Print Name of individual

ACKNOWLEDGMENT

STATE OF NEBRASKA }
LANCASTER COUNTY } SS

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by _____, Print Name

_____ on behalf of said Western Bank
Print Title

NOTARY PUBLIC

My commission expires the ___ day of _____, 20__.

DEDICATION

The foregoing plat, known as BARBER ESTATES ADDITION, in the Southwest Quarter of Section 27, Township 8 North, Range 7 East of the 6th P.M., Hickman, Lancaster County, Nebraska, and being more fully described by metes and bounds in the Surveyor's Certificate.

This dedication is made with the free consent and in accordance with the desires of the undersigned, the sole owners, and the easements shown thereon are here by granted in perpetuity to The City of Hickman, Nebraska. Windstream Nebraska Inc., Time Warner Cable Midwest LLC., Black Hills Energy, and Norris Public Power District, their successors and assigns, to allow entry for the purpose of construction, reconstruction, repair, operation and maintenance of wires, cables, conduits, fixtures, poles, towers, pipes, and equipment for the distribution of electricity and gas; telephone and cable television; wastewater collectors; storm drains; water mains and all appurtenances thereto, over, upon, or under the easements as shown on the foregoing plat.

The construction or location of any building or structures, excluding fences, over, upon, or under any easement shown thereon shall be prohibited.

Access to East 7th Street (Hickman Road) is hereby relinquished except at the location of a Private Drive accessing Outlot A.

The additional Right-Of-Way shown hereon is dedicated to the Public.

The City of Hickman, Nebraska, its successors and assigns are hereby held harmless for the cost of replacement or damage to any improvement or vegetation over, upon, or under any easement shown thereon. Relocation of existing facilities will be at the owner/developers expense.

Fun, LLC. Managing Member

STATE OF NEBRASKA }
LANCASTER COUNTY } SS

On this ___ day of _____, 20__, before me, the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came _____ as managing member of Fun, LLC, to me personally known to be the identical person whose name is affixed to the dedication of the foregoing plat and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said company.

NOTARY PUBLIC

My commission expires the ___ day of _____, 20__.

ACCEPTANCE BY HICKMAN CITY ENGINEERS

This final plat of BARBER ESTATES ADDITION was reviewed and approved by the Hickman City Engineer on this ___ day of _____, 20__.

Hickman City Engineer

COUNTY TREASURER'S CERTIFICATION

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

County Treasurer Date

APPROVAL OF THE PLANNING COMMISSION OF HICKMAN, NEBRASKA

This final plat of BARBER ESTATES ADDITION was approved by the Hickman Planning Commission this ___ day of _____, 20__.

Chairperson, Hickman Planning Commission

REVIEW OF LANCASTER COUNTY SURVEYOR

This final plat of BARBER ESTATES ADDITION was reviewed by the office of Lancaster County Surveyor on this ___ day of _____, 20__.

Lancaster County Surveyor

ACCEPTANCE OF HICKMAN CITY COUNCIL

This final plat of BARBER ESTATES ADDITION was approved by the City Council of the City of Hickman, Nebraska

on this this ___ day of _____, 20__, in accordance with the State Statutes of Nebraska.
(City of Hickman SEAL)

Mayor

ATTEST City Clerk

MONUMENT SYMBOL LEGEND

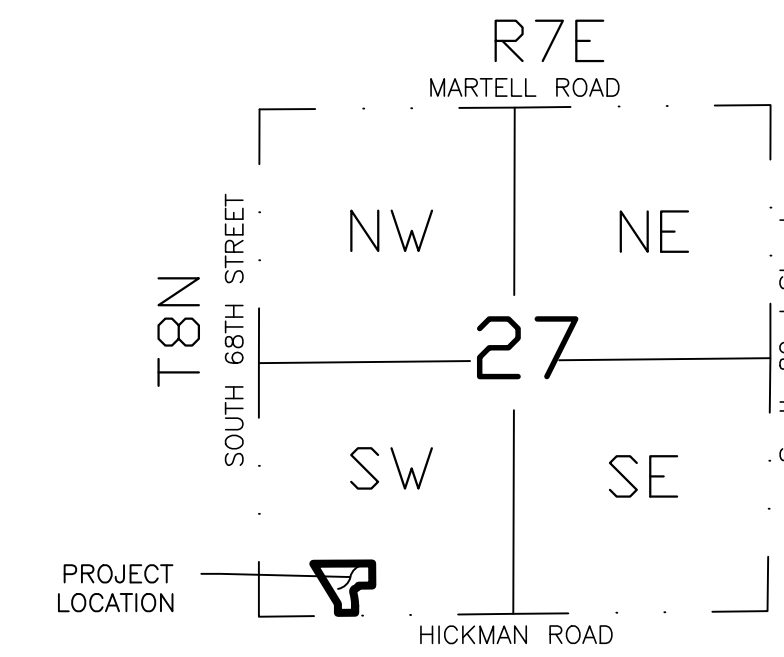
○ SET (3/4"x24" Bar w/ LS 314 Cap)

- FOUND 1" PIPE
- FOUND 5/8" REBAR
- FOUND CAPPED REBAR 654
- FOUND CAPPED REBAR 695
- FOUND CAPPED REBAR 825

(P1) PLATTED DIMENSION PER TOWER RIDGE ADDITION

(M) MEASURED DIMENSION

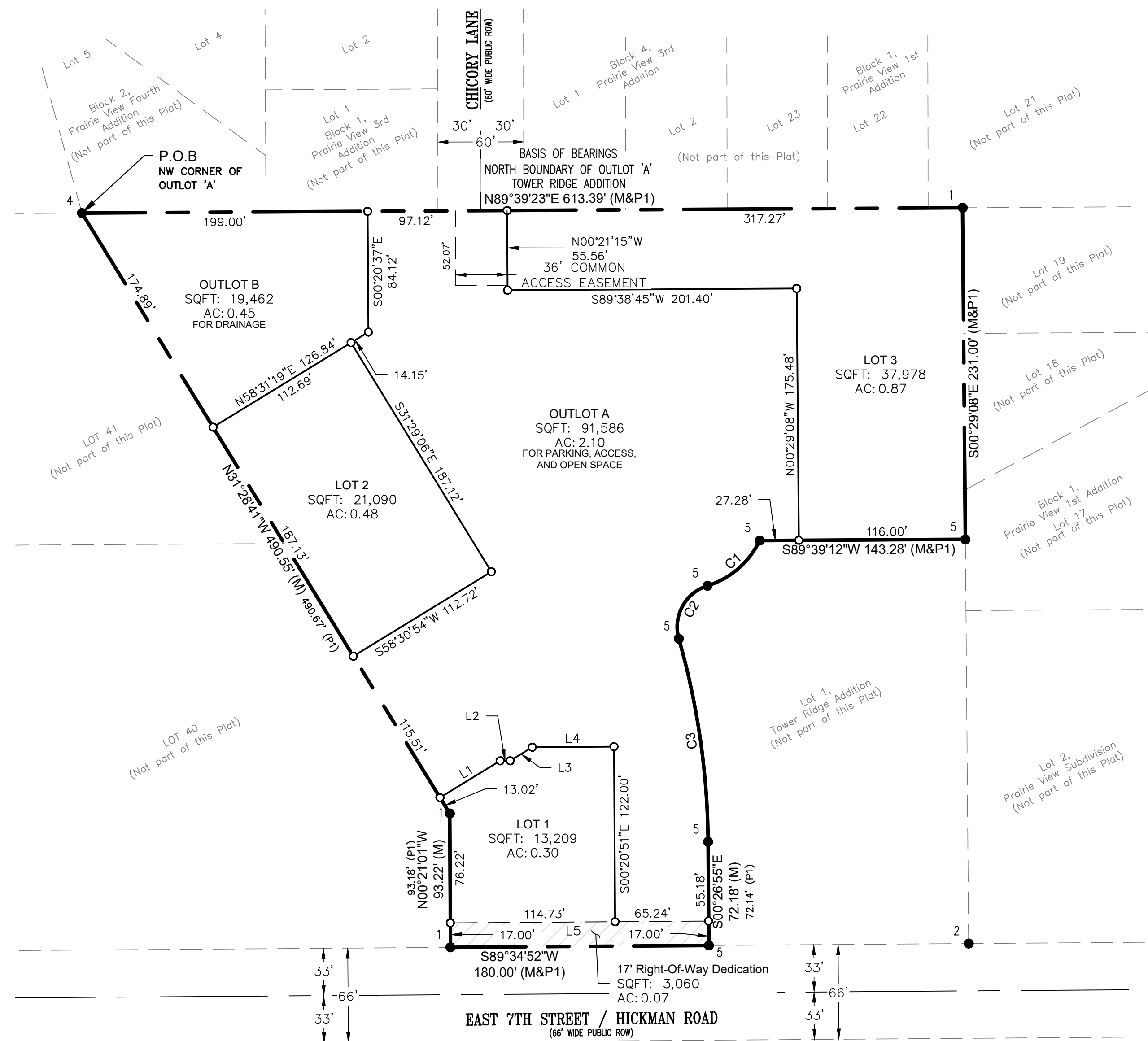
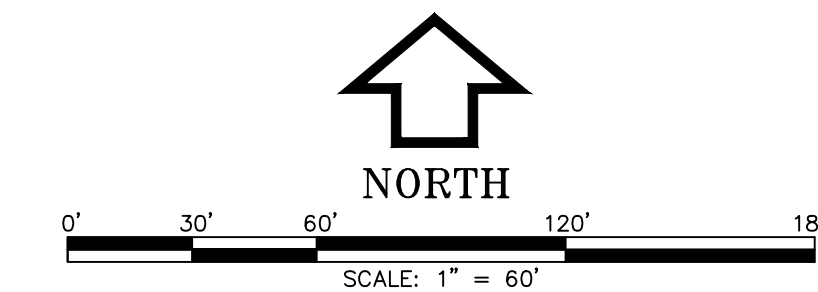
▨ R-O-W TO BE DEDICATED



VICINITY MAP
1"=2000'

Curve Table				
Curve #	Delta	Radius	Length	Chord Direction
C1	47°15'05"	60.00'	49.48'	S49°07'15"W
C2	88°43'13"	30.00'	46.45'	S28°23'13"W
C3	15°30'19"	530.00'	143.43'	S08°12'04"E

Line Table		
Line #	Direction	Length
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L4	N89°34'51"E	57.00'
L5	S89°34'51"W	179.97'



PROJECT
211242

REGA
ENGINEERING

601 OLD CHENEY RD., SUITE A
LINCOLN, NEBRASKA 68512
(402) 484-7342

- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- LAND SURVEYING
- IRRIGATION

BARBER ESTATES ADDITION - FINAL PLAT
SW 1/4, SEC. 27, T.8N., R.7E., 6TH P.M.
HICKMAN, NEBRASKA

SHEET NO.

1 of 1

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

SUBDIVISION AGREEMENT

THIS AGREEMENT is made and entered into by and between Fun, LLC, a Nebraska limited liability company (hereafter "Subdivider"), and the City of Hickman, Nebraska, a municipal corporation, (hereafter "City");

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the final plat of Barber Estates Addition, a copy of which is attached to this Agreement as Exhibit 'A' (the 'Final Plat'); and

WHEREAS, Subdivider previously obtained approval of a Preliminary Plat for Barber Estates Addition, a Multi-Family Dwelling Subdivision with certain conditions, via Resolution 2023-24 on November 14, 2023, a copy of which is attached to this Agreement as Exhibit 'B' ('Preliminary Plat');

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

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

1. **Waiver and Conditions.** Per City Council Resolution 2023-24 – Barber Estates Addition Preliminary Plat, a copy of which is attached to this Agreement as Exhibit 'B' (the 'Preliminary Plat'), the following waivers and conditions apply to the Barber Estates Addition Subdivision Final Plat:
 - a) To allow internal lots to have a zero-foot setback for principal and accessory buildings, if, the minimum distance between buildings complies with building codes and state fire marshal requirements, and in no case shall a building be constructed over a lot line.
 - b) To allow a twenty-foot building setback around the south side of property and amend the waiver to state a twenty foot setback on the south side only.
 - c) To allow off-street parking to be constructed to a minimum requirement is 1.5 stalls per dwelling unit.
 - d) To allow the pedestrian sidewalk to loop internally.
 - e) To provide a sidewalk connection to Seventh Street.
 - f) To provide additional study and development into the retention pond drainage.
 - g) To provide vegetation, opposed to a fence, for screening on the north side in the open spaces where the garage is not located.
2. **Owner Maintenance of Lot '1', Lot '2', Lot '3', and Outlot 'A' and Outlot 'B':**
The Subdivider, at its sole cost, shall create under the laws of the State of Nebraska, a limited liability corporation under the name and style of Fun, LLC, to own, operate and maintain Lot '1', Lot '2', Lot '3', and Outlot 'A' and Outlot 'B', including, but not limited to, the neighborhood sign, fencing, open space, snow removal and stormwater infrastructure, within the Final Plat.
3. **Sidewalks.** Internal sidewalks and crossings shall be ADA compliant and will remain privately owned by the developer.
4. **Corridor Overlay District.** The Subdivider agrees to meet the intent and requirements of the Hickman Zoning Ordinance, Section 5.17 CO Corridor Overlay District, regarding, but not limited to, landscaping, building material selection, and lighting.

5. Water Distribution System and Dedication of Easement. The Subdivider agrees to construct, at its sole cost, the public drinking water distribution system to serve the properties located in the Final Plat, per the City Engineer's approved construction plans, upon the earlier of the following two (2) occurrences i) within five (5) years following the approval of the Final Plat, or ii) prior to the issuance of a Certificate of Occupancy for any structure within the Subdivision. Utility Easements shall be granted to the City of Hickman and other public utility companies to provide services to the properties in the Final Plat.
6. Wastewater Collection System and Dedication of Easement. The Subdivider agrees to construct, at its sole cost, the public wastewater collection system to serve the properties located in the Final Plat, per the City Engineer's approved construction plans, upon the earlier of the following two (2) occurrences i) within five (5) years following the approval of the Final Plat, or ii) prior to the issuance of a Certificate of Occupancy for any structure within the Subdivision. Utility Easements shall be granted to the City of Hickman and other public utility companies to provide services to the properties in the Final Plat.
7. Electrical Infrastructure and Dedication of Easement. The City, at their sole cost, agrees to install, own, operate and maintain the electrical infrastructure to the subdivision upon completion of final grading of the property and within a reasonable amount of time. Subdivider shall provide, at no cost to the City, easements for all primary electrical infrastructure on Final Plat.
8. Stormwater and Detention Basins. Subdivider agrees to construct, at its sole cost, all stormwater drainage facilities necessary for the development to ensure no adverse effect to the development and roadway drainage. Permanent Detention Basins are initially used as Temporary Retention Sediment Basins until such time that the area draining into the basin is developed. Subdivider covenants and agrees that it assumes the sole obligation for the construction of the Temporary Basin(s), the maintenance thereof during the mass grading of the Subdivision including sediment removal from basins and traps. After completion of the mass grading, the ongoing maintenance of removing accumulated sediment, as may be required for both the Temporary and Permanent Basins, shall be borne by the Subdivider until such time as the property serviced by each basin have been completed. Subdivider, heirs, successors and assigns of Subdivider, and any lender of the Subdivider that subsequently acquires the property through judicial foreclosure, non-judicial foreclosure or by acceptance of a quitclaim deed in lieu of foreclosure, shall be responsible for the Permanent Basins once they have served their purpose as Temporary Basins and maintenance shall be in compliance with the Post-Construction Storm Water Management requirements of City. City shall not have any responsibility for maintenance or repair of any such facility located within the Subdivision and Subdivider shall not construct any permanent structures within Outlot 'B' beyond landscaping and improvements for stormwater management. Costs for landscaping the Permanent Basins shall be the responsibility of the Subdivider. The costs associated with Temporary Sediment Basin closures shall be the responsibility of Subdivider. The engineers for Subdivider shall notify City that, in their professional opinion, the basins and traps are no longer required as a sediment trap. The City shall make a determination that the above provisions have been met, and at such time, Subdivider or Homeowner's Association, their successors and assigns shall assume all maintenance responsibilities. See Sections 6.14 and 8.13 of the Subdivision Regulations.
9. The Subdivider, at its sole cost, shall install and construct the following items, upon the earlier of the following two (2) occurrences i) within two (2) years following the approval of the Final Plat, or ii) prior to the issuance of a Certificate of Occupancy for any structure within the Subdivision:
 - a. Landscape as presented on the Subdivider's Landscape Plan, a copy of which is attached to this Agreement as Exhibit 'E' ('Landscape Plan'), will include a combination of overstory deciduous trees, evergreen trees, understory deciduous trees, large deciduous and evergreen shrubs, and small deciduous shrubs. Specifically, the Landscape screening between R-2 and R-3 residential zones shall consist of deciduous trees with initial minimum caliper of 2.0" reaching a mature height of 40'-65' and mature width of 25'-65', and coniferous trees with

initial minimum height of 6' reaching a mature height of 40'- 65' and mature width of 15'- 40', with agreed upon spacing during installation to ensure adequate screening.

- b. Individual landscapes for buildings shall be submitted at time of building permit and shall meet the intent of the Hickman Zoning Ordinance, Section 5.17 CO Corridor Overlay District.
10. Maintenance of Property and Dedication. All access points from E. 7th Street (Hickman Road), the parking lots and drive lane surfacing, sidewalks, lighting, culverts, snow removal, mowing and all additional improvements within the development shall be owned and maintained solely by the Subdivider and shall **not** be dedicated to or maintained by the City.
11. The Subdivider, at its sole cost, agrees to complete the installation of stop signs for traffic exiting the development onto E. 7th Street (Hickman Road) upon the earlier of the following two (2) occurrences i) within two (2) years following the approval of the Final Plat; or ii) the issuance of any building permits by the City for the Subdivision.
12. The Subdivider, at its sole cost, agrees to complete the installation of permanent markers (property pins) on all lots within the Final Plat by a Registered Land Surveyor upon the earlier of the following two (2) occurrences i) within two (2) years following the approval of the Final Plat; or ii) the issuance of any building permits by the City for the Subdivision.
13. Property Taxes. Subdivider, heirs, successors and assigns of Subdivider, agree to pay all property taxes due for all property, including Outlots not dedicated to the City, in a timely manner to prevent said property from being offered at the Lancaster County tax sale.
14. Recording with Register of Deeds. The Subdivider, upon City approval, shall record this Final Plat, Subdivision Agreement and all exhibits with the Lancaster County Register of Deeds at their sole cost.
15. Omissions. The Subdivider, at its sole cost, agrees to complete any public and private improvements or facility required by Article 6 of the Subdivision Regulations which have not been waived and which inadvertently may have been omitted from the above list of required improvements within four (4) years of the date of this Agreement.
16. Ownership Certificate. The Subdivider certifies property ownership of the parcel(s) outlined on the Final Plat per an Ownership Certificate, a copy of which is attached to this Agreement as Exhibit 'D' ('Ownership Certificate').
17. Non-Discrimination. Developer or its agents, contractors, and consultants shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.
18. Entire Agreement. This Agreement, and the Exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated) express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the Parties, whether individually or collectively concerning the subject matter hereof.
19. Assignment. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of City, which may be withheld in City's sole discretion.
20. Succession Obligation. This Agreement and all exhibits, obligations and covenants contained herein of the Subdivider shall run with the land and shall be binding and obligatory upon the heirs, successors and assigns of Subdivider, including but not limited to, any lender of the Subdivider that subsequently acquires the property through judicial foreclosure, non-judicial foreclosure or by acceptance of a quitclaim deed in lieu of foreclosure, including all of the lots legally described in Exhibit 'C' ('Legal Descriptions') to this Agreement.

21. Modification by Agreement. This Agreement may be modified only by a written agreement, executed by all Parties; provided that the Parties agree to conform this Agreement and all performance obligations hereunder to the requirements of any applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto without cost to the City.
22. Governing Law. Parties to this Agreement shall conform with all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
23. Notices, Consents and Approval. All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States Postal Service registered mail, return receipt requested, postage prepaid and addressed as follows:

1. For Subdivider: Fun, LLC
Attn: Matthew Barber, Manager
20777 S. 64th Court
Hickman, NE 68372

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

AND

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

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

24. Headings. The Section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any Section.
25. Severability. In the event that any provision of this Agreement which shall prove to be invalid, void or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect as if the invalid, void or illegal provision was never part of this Agreement.

[END OF AGREEMENT, SIGNATURE PAGE FOLLOWS]

Dated this _____ day of _____, 2023.

SUBDIVIDER:
Fun, LLC
a Nebraska Limited Liability Corporation

Matthew Barber, Manager

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Matthew Barber, Manager of Fun, LLC, a Nebraska Limited Liability Corporation, on behalf of the company.

Notary Public

For the City:

City of Hickman, Nebraska

Attest:

By: Phil Goering, Mayor

By: Jaala Johnson, City Clerk

Approved as to Form:

SEAL

Kelly Hoffschneider, City Attorney

EXHIBIT 'A'
BARBER ESTATES ADDITION
FINAL PLAT

EXHIBIT 'B'
BARBER ESTATES ADDITION
PRELIMINARY PLAT

EXHIBIT 'C'
BARBER ESTATES ADDITION
LEGAL DESCRIPTION OF LOTS CONTAINED

LOTS:
Lot 1
Lot 2
Lot 3
OUTLOT 'A' FOR PARKING ACCESS AND OPEN SPACE
OUTLOT 'B' FOR DRAINAGE

EXHIBIT 'D'
BARBER ESTATES ADDITION
OWNERSHIP CERTIFICATE

EXHIBIT 'E'
BARBER ESTATES ADDITION
LANDSCAPE PLAN

DRAINAGE STUDY REPORT

BARBER ESTATES ADDITION

Hickman, Nebraska

October 24th, 2023

REGA PROJECT 211242

PREPARED FOR:

City of Hickman, Nebraska

PREPARED BY:

REGA ENGINEERING GROUP, INC.

LINCOLN, NEBRASKA



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DRAINAGE SUMMARY

BARBER ESTATES ADDITION DRAINAGE STUDY

PURPOSE

The primary objective of this study was to analyze pre- and post-development drainage areas for the proposed Barber Estates Addition. This study incorporates the runoff of the existing site, the runoff/discharge of the proposed site and the stormwater sewer system. The requirements of the City of Lincoln have been used for the drainage calculations/detention pond configuration. This shows the mitigation of the 2-, 10-, and 100-year storm events for post-development conditions.

PROJECT LOCATION & DESCRIPTION

The proposed project is located within a residential area on the north side of Hickman Road to the east of the existing gas station, and to the west of Sunflower Drive, connecting to the existing Chicory Lane. The parcel, approximately 4.28 acres, is currently a woodland area within the residential neighborhood. Pre-development conditions are shown in **Figure 1: Pre-development Conditions for Barber Estates Addition**. The proposed site consists of 3 apartment buildings, an open greenspace at the center of the lot, and a detention cell at the northwest corner of the site. Most of the existing site drains from east to west towards the adjacent property and gas station.

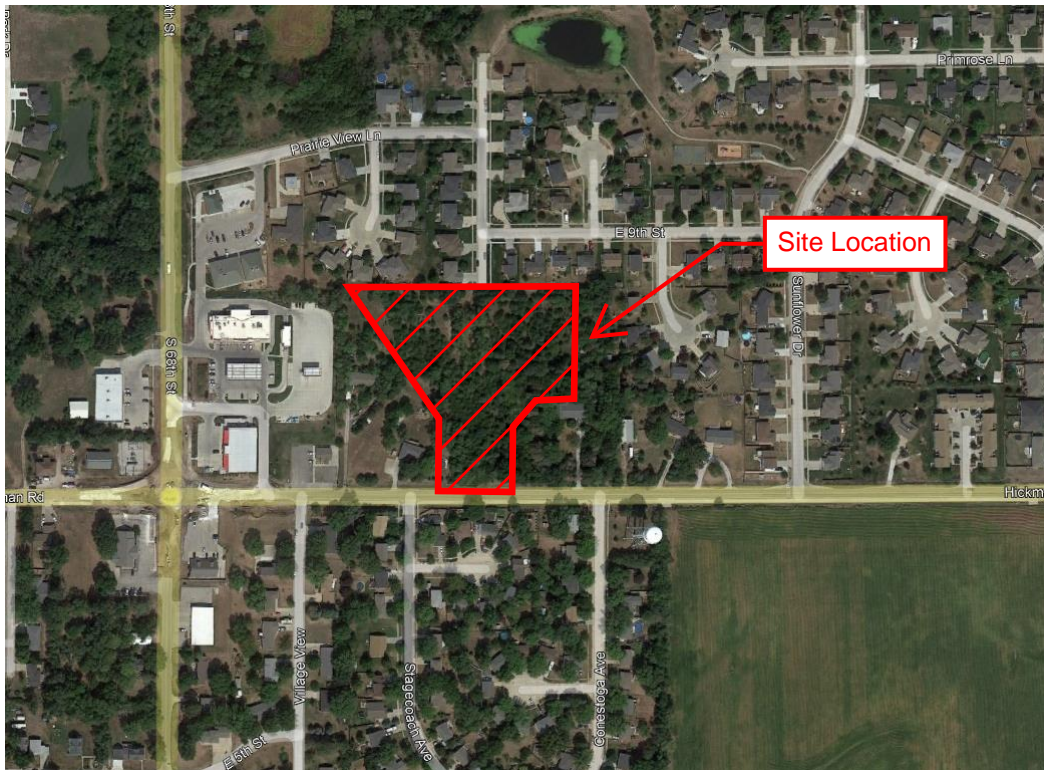


Figure 1: Pre-development conditions for Barber Estates Addition

STUDY PROCEDURE

A hydrologic analysis was performed using HydroCAD to determine the impacts of the proposed drainage on post-construction conditions. The SCS Method was used to model storm events and estimate hydrologic conditions for this study. This method relates runoff rates to precipitation depths, land use and topography. The peak runoff rate is determined by an empirical equation that relates the quantity of runoff from a given area to a total rainfall falling at a uniform rate on the same area. Inputs required for the SCS method include:

- Drainage area (acres)
- Curve Number (CN)
- Time of concentration (Tc)
- Storm distribution

SCS curve numbers, used for predicting peak runoff, are based on the various land uses and soil types as determined by the National Cooperative Soil Survey published by the United States Department of Agriculture Natural Resources Conservation Service. In the case of multiple land uses, a weighted average is calculated. The low curve number of 80 was used for the proposed pervious areas that contain >75% of grass with type D soils. The high curve number of 90 was used for the weighted value of Designation 2' containing areas with >75% of grass with type D soils, paved streets, roofs of the apartment buildings, and sidewalks. The hydrologic soil groups for this site can be found in **Appendix A: USDA Web Soil Survey**. The sub basin area, land use, hydrologic soil group, curve number and time of concentration for each sub-basin were calculated and are shown below in **Table 1: Pre-development Sub-basin Information** and **Table 2: Post-development Sub-basin Information**.

Table 1: Pre-development Sub-basin Information

Designation	Area	Land Use	Curve Number*	Time of Concentration**
	(Acres)			(minutes)
1	4.28	Woodland Area	86	21.7
Offsite	1.24	Woodland Area	86	21.7

* Calculations for the Curve Number were calculated in HydroCAD

** Time of concentration was calculated in HydroCAD

Table 2: Post-development Sub-basin Information

Designation	Area	Land Use	Curve Number*	Time of Concentration**
	(Acres)			(minutes)
1'	2.51	Open Greenspace/Pavement	88	8.0
2'	2a'	Residential	87	9.8
	2b'	Residential	96	9.8
	Comb.	Residential	90	9.8
3'	0.78	Offsite Drainage	80	8.0
Offsite'	1.24	Offsite Coming in to Site	86	25.2

* Calculations for the Curve Number were calculated in HydroCAD

** Time of concentration was calculated in Storm Sewer Calculation Spreadsheet

A minimum time of concentration value of 8 minutes was used based off the requirements in section 2.4.1 Hydrology in the City of Lincoln Drainage Criteria Manual.

Time of concentration was calculated using the TR-55 method, which considers the average basin slope and hydraulic length for each subarea. The hydraulic length is the distance required from the most remote point in the drainage area to the catchment point. Time of concentration was calculated both in HydroCAD and the Storm Sewer Calculation Spreadsheet. The maximum sheet flow distance used was 100 feet, with the maximum shallow concentrated flow being 360'. The time of concentration calculated in the Preliminary Pipe Sizing Spreadsheet (9.7 minutes) governed a higher time of concentration value for both 2a' and 2b'.

A type II rainfall distribution, which has a storm duration of 24 hours, was used to model the 2-, 10- and 100-year storm events. The design rainfall intensity rates were from the NOAA National Weather Service site and are shown below in **Table 3: City of Hickman, NE 24-hour design rainfall.**

Table 3: City of Hickman, NE 24-hour design rainfall

Frequency	24-hr Rainfall (in.)
2-Year	3.10
10-Year	4.62
100-Year	7.56

PRE-DEVELOPMENT RUNOFF CONDITIONS

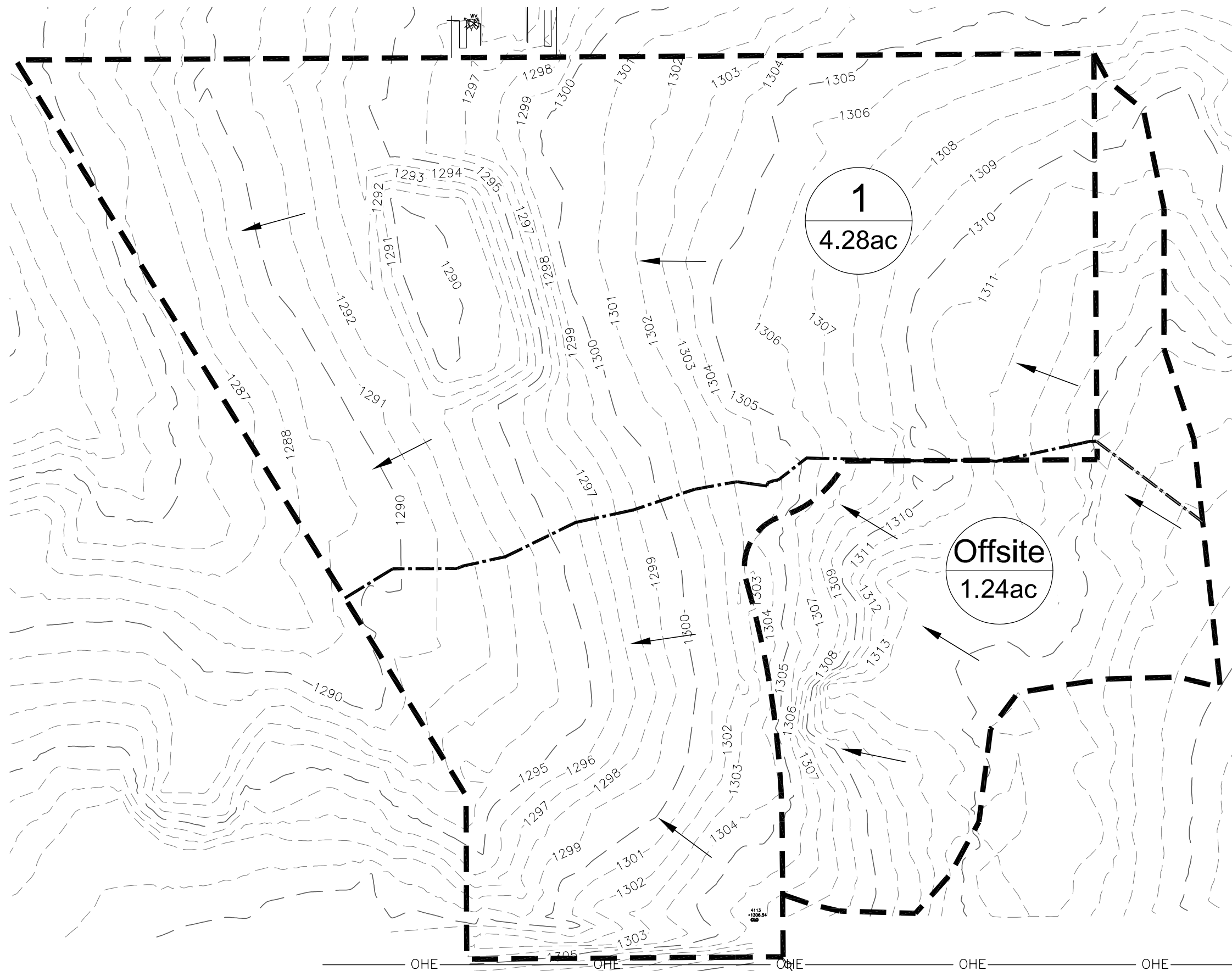
Pre-development conditions are comprised of one (1) basin within the site and one outside of the site. This onsite area is labeled 1. Drainage Basin 1 consists of 4.28 acres of land that drains primarily from east to west across the site. Drainage Basin Offsite contains 1.24 acres of land that flows directly onto our site. These drainage areas and the site’s flow path are illustrated in **Figure 2: Pre-development Drainage Plan.**

POST-DEVELOPMENT RUNOFF CONDITIONS

Post-development conditions consist of three (3) main drainage areas, with subsections within them. Drainage Basin 1’ consists of 2.51 acres of land that drains to two curb inlets and an area inlet located on the northern end of the site that leads into the proposed detention cell. Basin 2’ is split into two areas, 2a’ (0.68 acres) and 2b’ (0.31 acres). Area 2a’ drains to area inlets on the east side of the east 24-Plex apartment building and the curb inlet on the south side of greenspace in the middle of the site. Area 2b’ drains towards the area inlets on the east side of the south 12-Plex apartment building and the curb inlet on the west side of the drive entering the site from the south. Area 3’ contains all offsite drainage and has a total area of 0.78 acres. Area Offsite’ consists of the same area as portrayed in the Pre-Development Runoff Conditions with the same drainage pattern. The post development drainage areas and flow paths are illustrated in **Figure 3: Post-development Drainage Plan.**

STORM SEWER CALCULATIONS

For this site, there is a total of seven area inlets and 4 curb inlets that are all connected via storm sewer system leading into the proposed detention cell at the northwest corner of the site. In the occasion of overflow at the inlets and at the detention area, an overflow drainage map has been provided to show the path of water at these locations along with a more detailed map of the concentrated flow discharging from the detention cell and its impact on the neighboring properties. At Curb Inlet 1, any overflow drainage would bypass the inlet and carry down towards the detention cell. Overflow at Curb Inlet 2 would result in the same location for drainage not intercepted by the inlet. At Curb Inlet 3, the water would similarly bypass on its way to Curb Inlet 4 where it would over top the curb and inlet the detention cell if any overflow occurred in that area. The spreadsheet calculating the pipe sizes correlating to the 10-year storm event, along with a drainage area map, a drainage overflow map, and a storm sewer exhibit, have been placed in ***Appendix B: Storm Sewer Calculations***.

















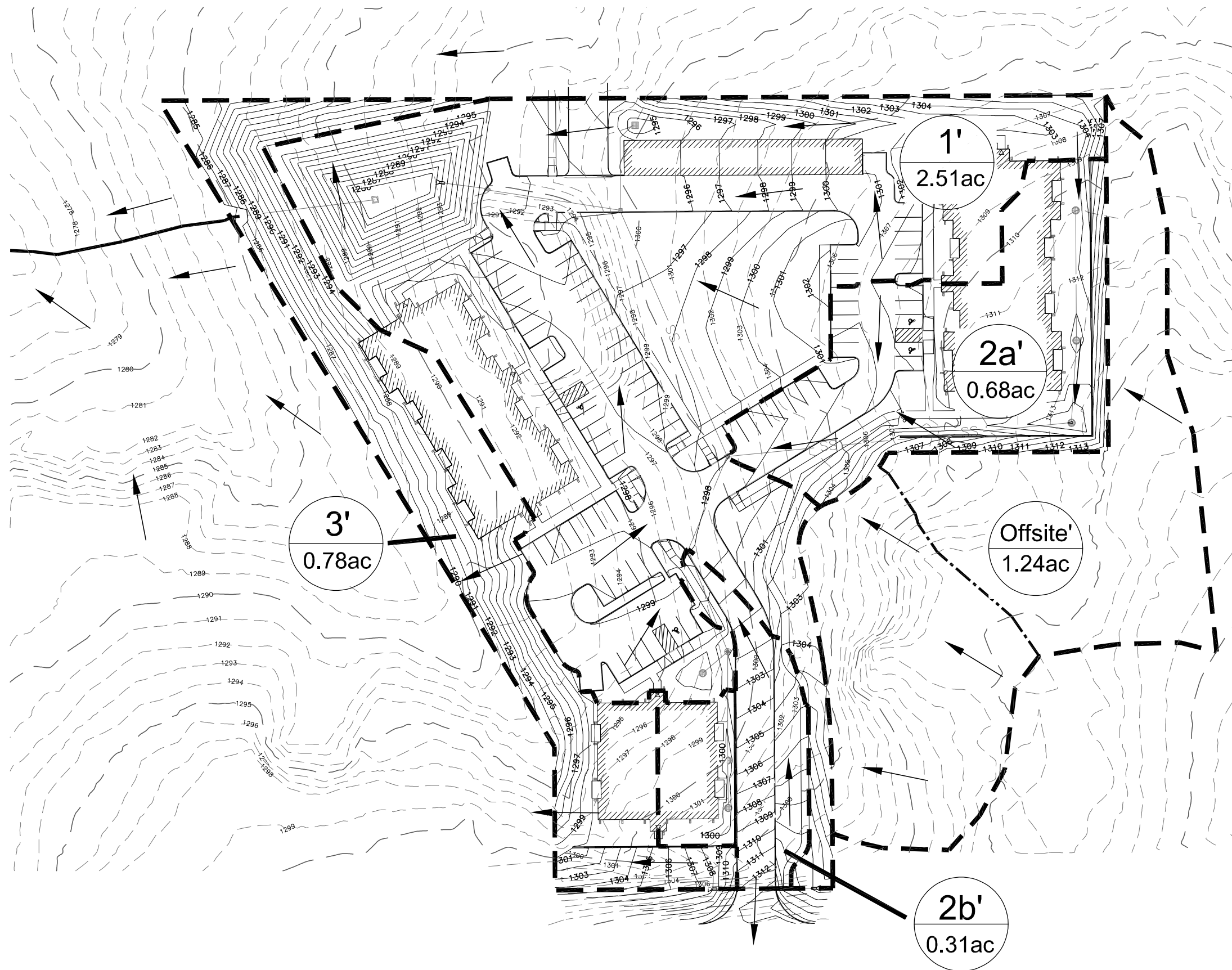

NORTH
 SCALE 1" = 60'

FIGURE 2: PRE-DEVELOPMENT DRAINAGE PLAN

JOB NAME: BARBER ESTATES ADDITION LOCATION: CHICORY LANE AND HICKMAN ROAD											
DESCRIPTION: PRE DRAINAGE PATTERNS											
<table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; border-bottom: 1px solid black;">LEGEND</th> </tr> <tr> <td style="text-align: center; width: 50%; border-right: 1px solid black;">  </td> <td style="width: 50%;">- DRAINAGE BASIN</td> </tr> <tr> <td style="text-align: center; border-right: 1px solid black;">  </td> <td>- WATER PATH</td> </tr> <tr> <td style="text-align: center; border-right: 1px solid black;">  </td> <td>- TIME OF CONCENTRATION</td> </tr> <tr> <td style="text-align: center; border-right: 1px solid black;">  </td> <td>- EXISTING CONTOURS</td> </tr> </table>		LEGEND			- DRAINAGE BASIN		- WATER PATH		- TIME OF CONCENTRATION		- EXISTING CONTOURS
LEGEND											
	- DRAINAGE BASIN										
	- WATER PATH										
	- TIME OF CONCENTRATION										
	- EXISTING CONTOURS										
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DRAWN BY: JE	CHECKED BY: NB										
SCALE: 1"=60'											
DATE: 10/19/2023											
JOB NUMBER	SHEET										
211242	1 OF 2										
<div style="display: flex; align-items: center;"> <div style="flex: 1;">  <p style="font-size: small; margin-top: 5px;"> 601 OLD CHENEY RD., SUITE A LINCOLN, NEBRASKA 68512 (402).484.7342 </p> </div> <div style="flex: 1; padding-left: 10px;"> <ul style="list-style-type: none"> ● ENGINEERING ● PLANNING ● LANDSCAPE ARCHITECTURE ● LAND SURVEYING ● IRRIGATION </div> </div>											











 NORTH
 SCALE 1" = 70'

FIGURE 3: POST-DEVELOPMENT DRAINAGE PLAN

JOB NAME: BARBER ESTATES ADDITION
 LOCATION: CHICORY LANE AND HICKMAN ROAD

DESCRIPTION:
 POST DRAINAGE PATTERNS

LEGEND	
	- DRAINAGE BASIN
	- TIME OF CONCENTRATION
	- FLOW FROM DETENTION CELL
	- 1299 - EXISTING CONTOURS
	- 1299 - PROPOSED CONTOURS
	- WATER PATH

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ENGINEERING
 601 OLD CHENEY RD., SUITE A
 LINCOLN, NEBRASKA 68512
 (402).484.7342

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211242	2 OF 2

- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- LAND SURVEYING
- IRRIGATION

HYDROCAD MODEL

Hydrologic pond routing was used to model the proposed detention cell in HydroCAD. The proposed grading plan was used to create the elevation versus storage volume curves representing the detention pond. The resulting hydrograph summaries for the post-development sub-basins and detention area are provided in ***Appendix C: HydroCAD Models***. In this model, some of the areas shown in Figures 2 and 3 have been combined due to them draining towards the same area. Areas 2a' and 2b' combine into the label 2' in HydroCAD because both travel to the same place via storm sewer system. The peak runoff rates were calculated based on the inflow into the proposed detention cell at the northwest area of the site. An outlet structure has been implemented within the cell to control the flow leaving the site. This structure contains one 15" HDPE outlet pipe, one 18"x6" opening on the face of it for lower pond water elevations, and one 24" x 24" horizontal grate on top of the structure. A cross-section of the pond along with dimensions of the structure have been detailed in ***Appendix D: Detention Details***. The resulting flow rates for the pre-development and post-development sub-basins and detention ponds are summarized in **Table 4: Pre-development peak Runoff Rates** and **Table 5: Post-development Peak Runoff Rates**.

Table 4: Pre-development Peak Runoff Rates

Peak Runoff Rates (CFS)			
Sub-Basin	2-Year Storm	10-Year Storm	100-Year Storm
1	8.0	13.4	26.2
Offsite	2.3	4.1	7.6

Table 5: Post-development Peak Runoff Rates

Peak Runoff Rates (CFS)			
Sub-Basin	2-Year Storm	10-Year Storm	100-Year Storm
1'	7.9	13.4	23.9
2'	3.1	5.1	8.9
3'	1.7	3.3	6.6
Offsite'	2.1	3.8	7.0

HYDRAULIC ANALYSIS

A hydraulic analysis was performed to estimate the flow capacity of the proposed culverts within the study area and the pond storage capacities for the 2-, 10-, and 100-year storm events. HydroCAD software was used to perform this analysis, including Manning's equation was utilized which relates the flow capacity to pipe size, roughness, and slope. By using this technique, one can model and evaluate a detention pond used to attenuate peak runoff rates exceeding the capacity of the outlet structure. The outputs of the model include the total storage volume and upstream high-water elevation. Following the specifications displayed in the City of Lincoln Drainage Criteria Manual, a minimum of 1' of freeboard is achieved by the proposed detention cell with the actual amount of freeboard being 2.09'. The 2-, 10-, and 100-year water elevations are shown below in **Table 6: Pond Elevation Heights**.

Table 6: Pond Elevation Heights

Post-development Sub-Basin	2-Year Water Elevation (ft. above sea level)	10-Year Water Elevation (ft. above sea level)	100-Year Water Elevation (ft. above sea level)	Top of Storage (ft. above sea level)
Pond 1P	1288.47	1290.15	1292.91	1295.00

FINDINGS

The primary objective of this study is to ensure that the post-development conditions were at or below the pre-development conditions. Ultimately, most of the flow ends up at the proposed detention cell with some draining to adjacent areas. As shown below in **Table 7: Overall Drainage Results**, the combined post-development 2-, 10-, and 100-year storm runoff rates are below existing runoff rates. This demonstrates total reduction in development runoff. Based off the Floodplain Figure shown in **Appendix E: Floodplain Figure**, the site is not within any floodplain. To the immediate southwest lies the floodplain within the city of Hickman, and based on our site's drainage, it flows into the tributary leading into it.

Table 7: Overall Drainage Results

Peak Runoff Rate (CFS)			
	2-Year Storm Event	10-Year Storm Event	100-Year Storm Event
Pre-Development Total	10.4	18.3	33.8
Post-Development Total	9.8	13.7	19.8

APPENDIX A

USDA WEB SOIL SURVEY



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Lancaster County, Nebraska**



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

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identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map




Map Scale: 1:1,080 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)




















Soils







 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

Special Point Features






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lancaster County, Nebraska
 Survey Area Data: Version 27, Sep 8, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 21, 2021—Aug 28, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
7666	Mayberry silty clay loam, 3 to 6 percent slopes, eroded	0.2	4.5%
7684	Wymore silty clay loam, 3 to 6 percent slopes, eroded	3.5	95.5%
Totals for Area of Interest		3.7	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

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onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Lancaster County, Nebraska

7666—Mayberry silty clay loam, 3 to 6 percent slopes, eroded

Map Unit Setting

National map unit symbol: 1ts07

Elevation: 1,000 to 1,500 feet

Mean annual precipitation: 30 to 32 inches

Mean annual air temperature: 52 to 55 degrees F

Frost-free period: 160 to 180 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Mayberry and similar soils: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Mayberry

Setting

Landform: Hillslopes

Down-slope shape: Concave, convex

Across-slope shape: Linear

Parent material: Reworked weathered till

Typical profile

H1 - 0 to 12 inches: silty clay loam

H2 - 12 to 48 inches: clay

H3 - 48 to 60 inches: stratified sandy loam to clay

Properties and qualities

Slope: 2 to 7 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Moderately well drained

Runoff class: Very high

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)

Depth to water table: About 12 to 36 inches

Frequency of flooding: None

Frequency of ponding: None

Available water supply, 0 to 60 inches: Moderate (about 8.5 inches)

Interpretive groups

Land capability classification (irrigated): 4e

Land capability classification (nonirrigated): 3e

Hydrologic Soil Group: D

Ecological site: R106XY074NE - Clayey Upland

Forage suitability group: Clayey Subsoil (G106XY210NE)

Other vegetative classification: Clayey Subsoil (G106XY210NE)

Hydric soil rating: No

7684—Wymore silty clay loam, 3 to 6 percent slopes, eroded

Map Unit Setting

National map unit symbol: 2qskg
Elevation: 730 to 1,700 feet
Mean annual precipitation: 28 to 40 inches
Mean annual air temperature: 50 to 55 degrees F
Frost-free period: 158 to 203 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Wymore, eroded, and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Wymore, Eroded

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Loess

Typical profile

Ap - 0 to 6 inches: silty clay loam
Bt1 - 6 to 11 inches: silty clay
Bt2 - 11 to 40 inches: silty clay loam
BC - 40 to 51 inches: silty clay loam
C - 51 to 79 inches: silty clay loam

Properties and qualities

Slope: 3 to 6 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)
Depth to water table: About 12 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 2 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 10.5 inches)

Interpretive groups

Land capability classification (irrigated): 4e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: D
Ecological site: R106XY074NE - Clayey Upland

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Hydric soil rating: No

Minor Components

Baileyville

Percent of map unit: 5 percent
Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: R106XY074NE - Clayey Upland
Hydric soil rating: No

Pawnee

Percent of map unit: 5 percent
Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: R106XY074NE - Clayey Upland
Hydric soil rating: No

Irwin

Percent of map unit: 4 percent
Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: R106XY074NE - Clayey Upland
Hydric soil rating: No

Aquolls

Percent of map unit: 1 percent
Landform: Drainageways
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R106XY032NE - Subirrigated
Hydric soil rating: Yes

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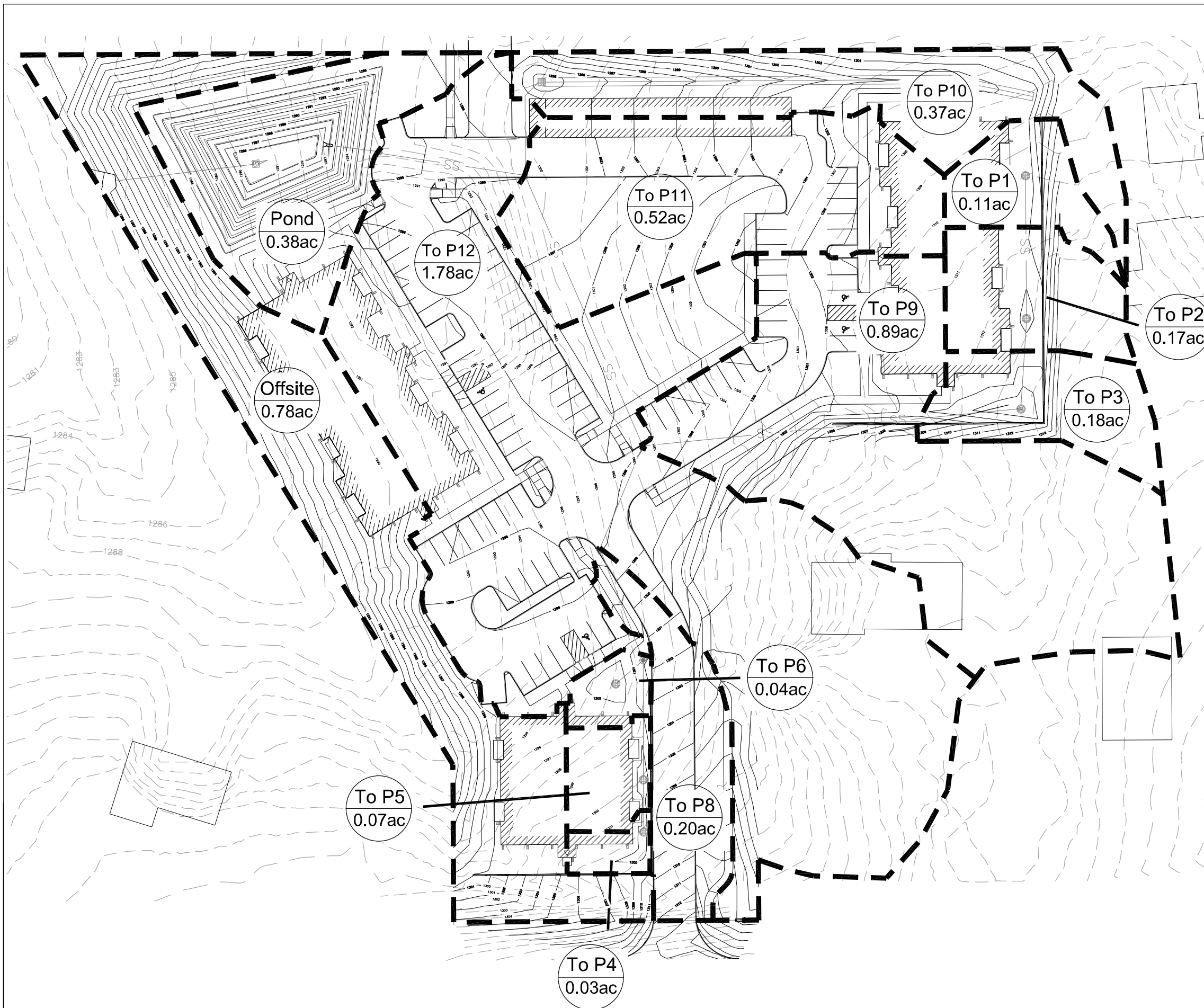
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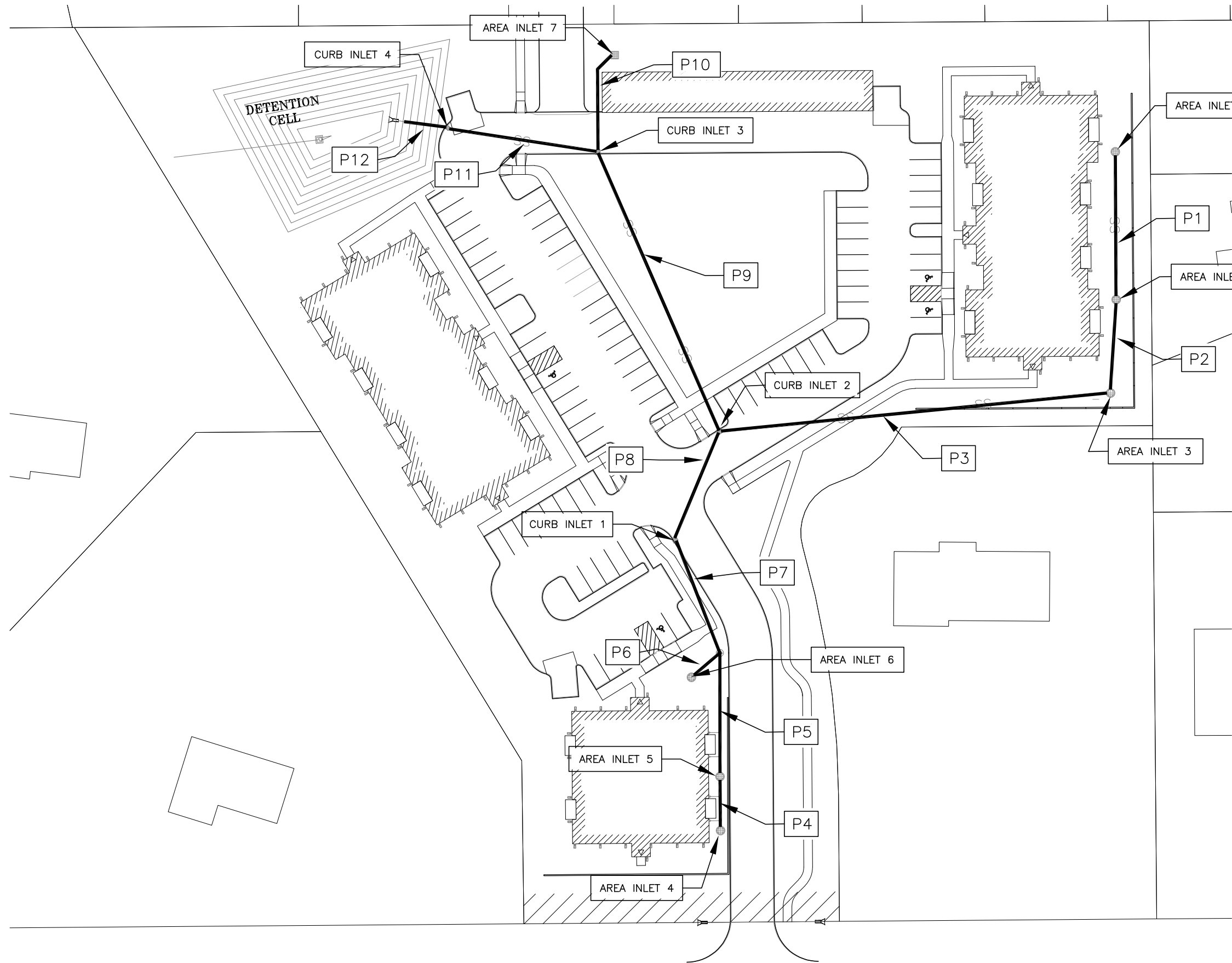
APPENDIX B

STORM SEWER CALCULATIONS




 NORTH
 SCALE 1" = 60'

JOB NAME: BARBER ESTATES ADDITION LOCATION: CHICORY LANE AND HICKMAN ROAD																															
DESCRIPTION: DRAINAGE AREAS MAP																															
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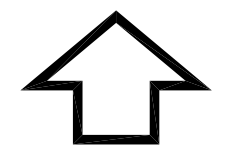
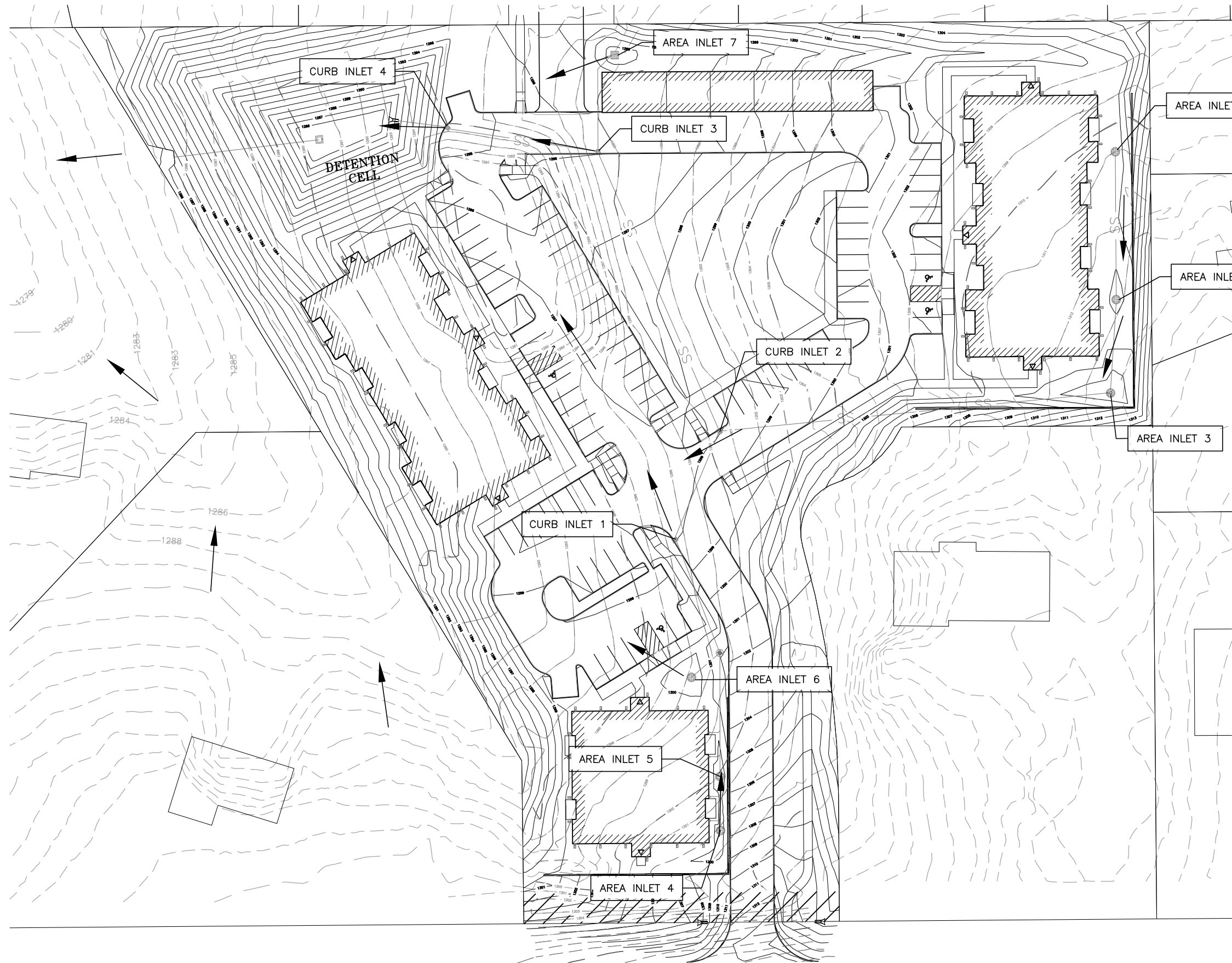
NORTH
SCALE 1" = 60'

JOB NAME: BARBER ESTATES ADDITION LOCATION: CHICORY LANE AND HICKMAN ROAD	
DESCRIPTION: STORM SEWER EXHIBIT	
<p>LEGEND</p> <p>—————</p> <p>————— - STORM PIPE</p>	
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SCALE: 1"=60'	
DATE: 10/19/2023	
JOB NUMBER 211242	
<ul style="list-style-type: none"> ● ENGINEERING ● PLANNING ● LANDSCAPE ARCHITECTURE ● LAND SURVEYING ● IRRIGATION 	

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 601 OLD CHENEY RD., SUITE A
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 (402).484.7342

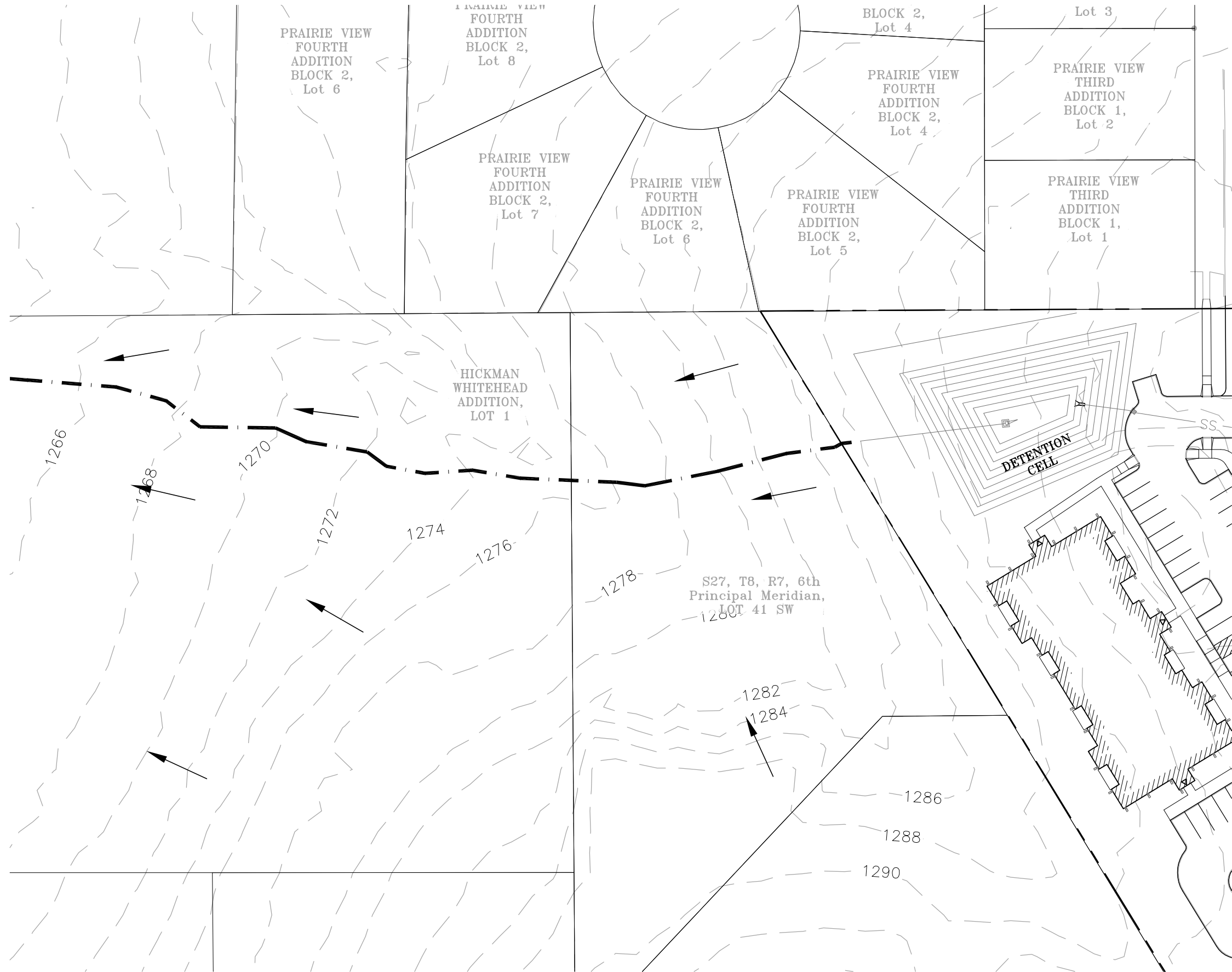
Preliminary Pipe Sizing Calculations - Barber Estates Addition


Minor Storm System Conveyance Analysis														Major Storm System Conveyance Analysis								Comments		
Minor Storm Average Return Frequency						10 Years		Major Storm Average Return Frequency															100 Years	
Location	Area, A	Coefficient, C	A*C	Sum, A*C	Time of Concentration, Tc	Intensity I	Runoff, Qr	Pipe Slope, Sp	Pipe Length, L	Pipe Diameter D	Pipe Capacity Qp	Pipe Velocity Vp	Time in Section Tp	Intensity I100	Flow, Q100	Overflow Route Slope	Street Width	Street Capacity	Swale Width	Swale Capacity	Overflow + Pipe Capacity			
	acre				min	in/hr	cfs	ft/ft	ft	in	cfs	f/s	min	in/hr	cfs	ft/ft	ft	cfs	ft	cfs	cfs			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)		
P1	0.11	0.40	0.04	0.04	8.0	5.76	0.3	0.0200	80	8	1.9	5.3	0.25	11.25	0.50	0.0167					1.9	Flow from Area Inlet 1		
+P2	0.17	0.40	0.07	0.11	8.3	5.70	0.6	0.0200	49	8	1.9	5.3	0.15	11.15	1.25	0.0167					1.9	Combined flow from P1 and Area Inlet 2		
+P3	0.18	0.40	0.07	0.18	8.4	5.67	1.0	0.0200	221	10	3.4	6.2	0.60	11.09	2.04	1.0167					3.4	Combined flow from P2 and Area Inlet 3		
P4	0.03	0.60	0.02	0.02	8.0	5.76	0.1	0.0100	27	8	1.3	3.8	0.12	11.25	0.20	2.0167					1.3	Flow from Area Inlet 4		
+P5	0.07	0.60	0.04	0.06	8.1	5.73	0.3	0.0100	68	8	1.3	3.8	0.30	11.21	0.67	3.0167					1.3	Combined flow from P4 and Area Inlet 5		
P6	0.04	0.60	0.02	0.02	8.0	5.76	0.1	0.0235	21	8	2.0	5.8	0.06	11.25	0.27	4.0167					2.0	Flow from Area Inlet 6		
+P7(P5+P6)	0.00	0.90	0.00	0.08	8.4	5.67	0.5	0.0100	68	8	1.3	3.8	0.30	11.09	0.93	4.0167					1.3	Combined flow from P5 and P6		
+P8	0.20	0.90	0.18	0.26	8.7	5.61	1.5	0.0288	65	10	4.0	7.4	0.15	10.97	2.90	5.0167					4.0	Combined flow from P7 and Curb Inlet 1		
+P9(P3+P8)	0.89	0.60	0.53	0.98	9.0	5.56	5.5	0.0100	173	15	7.0	5.7	0.51	10.86	10.67	6.0167					7.0	Combined flow from P3, P8, and Curb Inlet 2		
P10	0.37	0.60	0.22	0.22	8.0	5.76	1.3	0.0100	57	8	1.3	3.8	0.25	11.25	2.50	7.0167					1.3	Flow from Area Inlet 7		
+P11(P10+P9)	0.52	0.90	0.47	1.67	9.5	5.46	9.1	0.0200	85	15	9.9	8.1	0.18	10.68	17.86	7.0167					9.9	Combined flow from P9, P10 and Curb Inlet 3		
+P12	1.78	0.75	1.34	3.01	9.7	5.43	16.3	0.0550	33	15	16.4	13.4	0.04	10.62	31.92	8.0167					16.4	Combined flow from P11 and Curb Inlet 4		

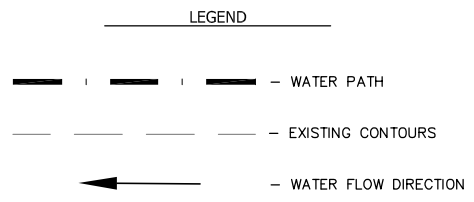


NORTH
SCALE 1" = 60'

JOB NAME: BARBER ESTATES ADDITION LOCATION: CHICORY LANE AND HICKMAN ROAD	
DESCRIPTION: OVERFLOW DRAINAGE MAP	
<p>LEGEND</p> <p>← OVERFLOW PATH</p> <p>- - - 1299 - - - EXISTING CONTOURS</p> <p>— 1299 — PROPOSED CONTOURS</p>	
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DATE: 10/19/2023	
JOB NUMBER	
211242	
<p>REGA ENGINEERING</p> <p>601 OLD CHENEY RD., SUITE A LINCOLN, NEBRASKA 68512 (402).484.7342</p> <ul style="list-style-type: none"> ● ENGINEERING ● PLANNING ● LANDSCAPE ARCHITECTURE ● LAND SURVEYING ● IRRIGATION 	




NORTH
 SCALE 1" = 60'

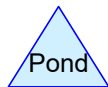
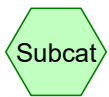
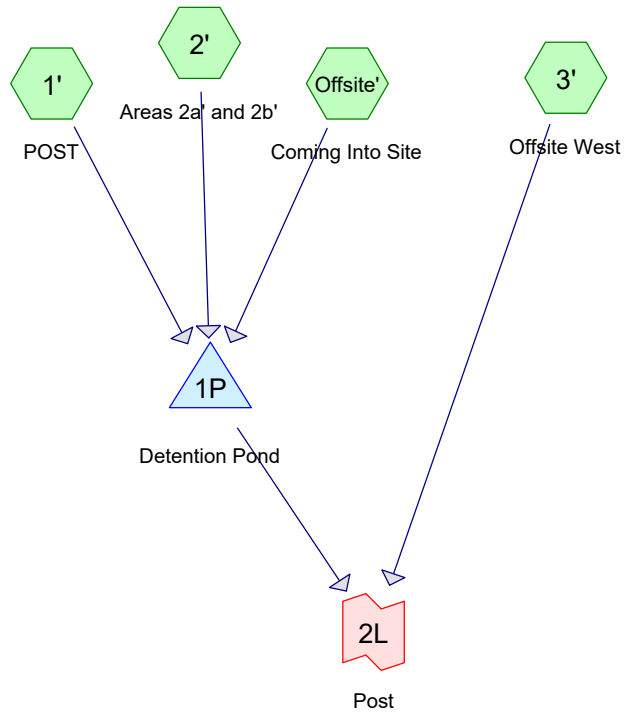
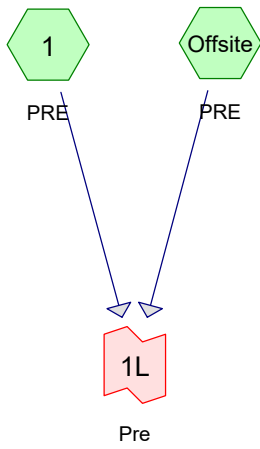
JOB NAME: BARBER ESTATES ADDITION LOCATION: CHICORY LANE AND HICKMAN ROAD	
DESCRIPTION: OFFSITE IMPACT FROM DETENTION CELL	
LEGEND 	
DRAWN BY: JE	CHECKED BY: NB
SCALE: 1"=60'	
DATE: 10/19/2023	
JOB NUMBER 211242	SHEET

REGA ENGINEERING
 601 OLD CHENEY RD., SUITE A
 LINCOLN, NEBRASKA 68512
 (402).484.7342

- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- LAND SURVEYING
- IRRIGATION

APPENDIX C

HYDROCAD MODELS (2-year, 10-year, 100-year)



Routing Diagram for 211242 Barber Addition
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Project Notes

Rainfall events imported from "NRCS-Rain.txt" for 6453 NE Lancaster

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Rainfall Events Listing

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	2-Year	MSE 24-hr	3	Default	24.00	1	3.10	2
2	10-Year	MSE 24-hr	3	Default	24.00	1	4.62	2
3	100-Year	MSE 24-hr	3	Default	24.00	1	7.56	2

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Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
2.560	80	>75% Grass cover, Good, HSG D (1', 2', 3')
1.720	98	Paved roads w/curbs & sewers, HSG D (1', 2')
6.760	86	Woods/grass comb., Poor, HSG D (1, Offsite, Offsite')
11.040	86	TOTAL AREA

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Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
0.000	HSG B	
0.000	HSG C	
11.040	HSG D	1, 1', 2', 3', Offsite, Offsite'
0.000	Other	
11.040		TOTAL AREA

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Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	0.000	0.000	2.560	0.000	2.560	>75% Grass cover, Good	1', 2', 3'
0.000	0.000	0.000	1.720	0.000	1.720	Paved roads w/curbs & sewers	1', 2'
0.000	0.000	0.000	6.760	0.000	6.760	Woods/grass comb., Poor	1, Off site , Off site ,
0.000	0.000	0.000	11.040	0.000	11.040	TOTAL AREA	

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Pipe Listing (all nodes)

Line#	Node Number	In-Invert (feet)	Out-Invert (feet)	Length (feet)	Slope (ft/ft)	n	Width (inches)	Diam/Height (inches)	Inside-Fill (inches)	Node Name
1	1P	1,285.75	1,285.16	83.5	0.0071	0.010	0.0	15.0	0.0	

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MSE 24-hr 3 2-Year Rainfall=3.10"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1: PRE Runoff Area=4.280 ac 0.00% Impervious Runoff Depth>1.67"
 Flow Length=421' Tc=21.7 min CN=86 Runoff=8.04 cfs 0.596 af

Subcatchment1': POST Runoff Area=2.510 ac 47.01% Impervious Runoff Depth>1.83"
 Tc=8.0 min CN=88 Runoff=7.89 cfs 0.383 af

Subcatchment2': Areas 2a' and 2b' Runoff Area=0.990 ac 54.55% Impervious Runoff Depth>2.00"
 Tc=9.8 min CN=90 Runoff=3.09 cfs 0.165 af

Subcatchment3': Offsite West Runoff Area=0.780 ac 0.00% Impervious Runoff Depth>1.26"
 Tc=8.0 min CN=80 Runoff=1.72 cfs 0.082 af

SubcatchmentOffsite: PRE Runoff Area=1.240 ac 0.00% Impervious Runoff Depth>1.67"
 Flow Length=421' Tc=21.7 min CN=86 Runoff=2.33 cfs 0.173 af

SubcatchmentOffsite': Coming Into Site Runoff Area=1.240 ac 0.00% Impervious Runoff Depth>1.67"
 Flow Length=163' Slope=0.0552 '/' Tc=25.2 min CN=86 Runoff=2.14 cfs 0.172 af

Pond 1P: Detention Pond Peak Elev=1,288.47' Storage=3,582 cf Inflow=12.06 cfs 0.720 af
 Outflow=8.55 cfs 0.719 af

Link 1L: Pre Inflow=10.37 cfs 0.768 af
 Primary=10.37 cfs 0.768 af

Link 2L: Post Inflow=9.80 cfs 0.801 af
 Primary=9.80 cfs 0.801 af

Total Runoff Area = 11.040 ac Runoff Volume = 1.571 af Average Runoff Depth = 1.71"
84.42% Pervious = 9.320 ac 15.58% Impervious = 1.720 ac

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MSE 24-hr 3 2-Year Rainfall=3.10"

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Summary for Subcatchment 1: PRE

Runoff = 8.04 cfs @ 12.32 hrs, Volume= 0.596 af, Depth> 1.67"
 Routed to Link 1L : Pre

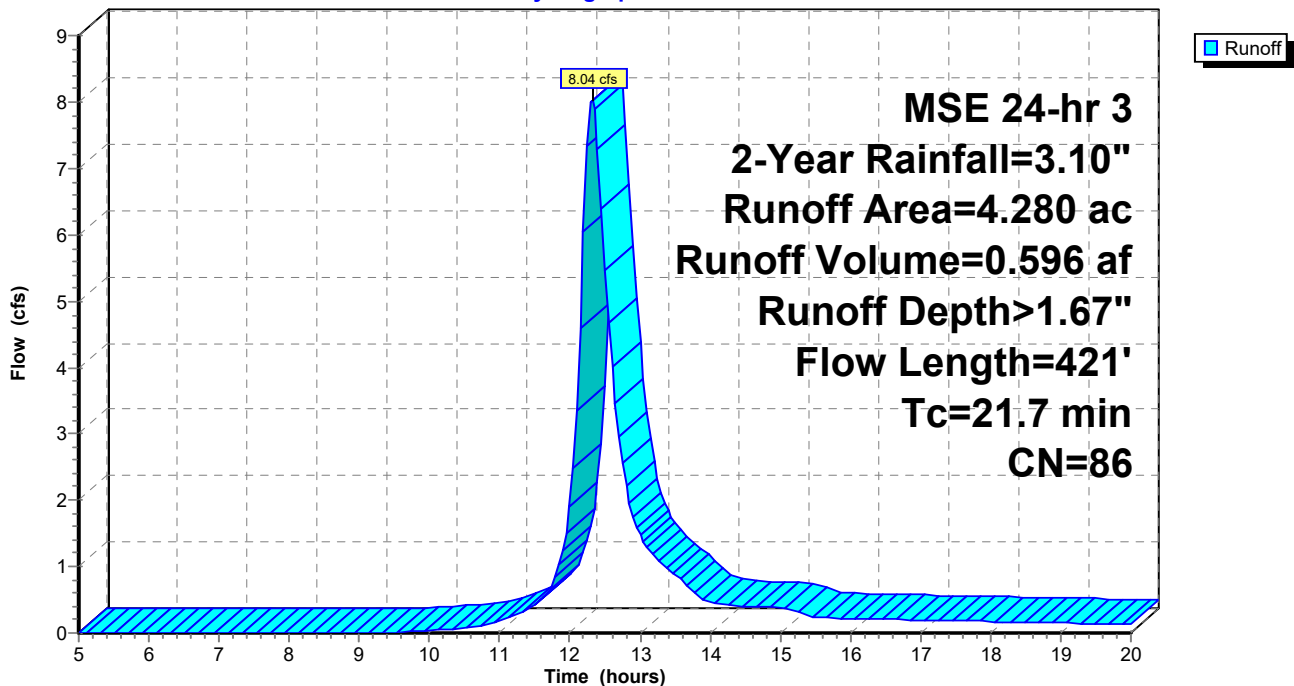
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 MSE 24-hr 3 2-Year Rainfall=3.10"

Area (ac)	CN	Description
4.280	86	Woods/grass comb., Poor, HSG D
4.280		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
17.4	100	0.0350	0.10		Sheet Flow, Sheet Flow
					Woods: Light underbrush n= 0.400 P2= 3.10"
4.3	321	0.0628	1.25		Shallow Concentrated Flow, Shallow Concentrated
					Woodland Kv= 5.0 fps
21.7	421	Total			

Subcatchment 1: PRE

Hydrograph



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MSE 24-hr 3 2-Year Rainfall=3.10"

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Summary for Subcatchment 1': POST

Runoff = 7.89 cfs @ 12.15 hrs, Volume= 0.383 af, Depth> 1.83"
Routed to Pond 1P : Detention Pond

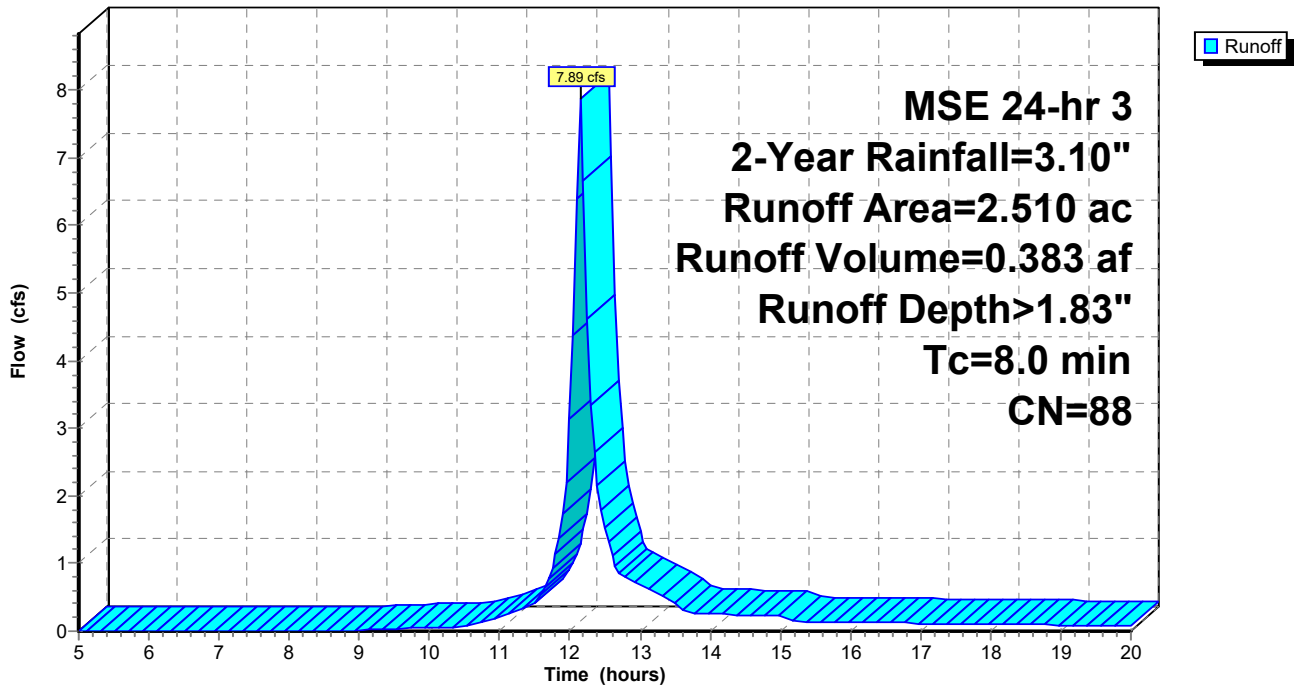
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=3.10"

Area (ac)	CN	Description
1.330	80	>75% Grass cover, Good, HSG D
1.180	98	Paved roads w/curbs & sewers, HSG D
2.510	88	Weighted Average
1.330		52.99% Pervious Area
1.180		47.01% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.0					Direct Entry, COL Drainage Criteria Minimum

Subcatchment 1': POST

Hydrograph



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MSE 24-hr 3 2-Year Rainfall=3.10"

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Summary for Subcatchment 2': Areas 2a' and 2b'

Runoff = 3.09 cfs @ 12.17 hrs, Volume= 0.165 af, Depth> 2.00"
 Routed to Pond 1P : Detention Pond

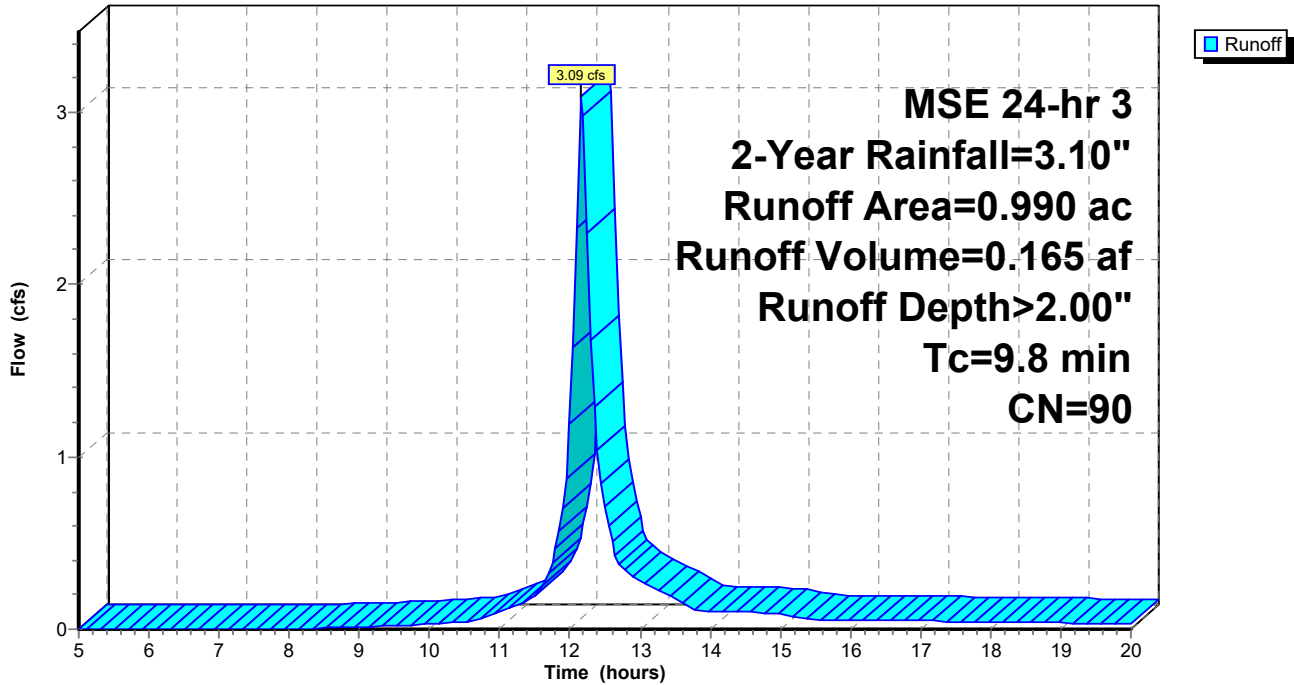
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 MSE 24-hr 3 2-Year Rainfall=3.10"

Area (ac)	CN	Description
0.450	80	>75% Grass cover, Good, HSG D
0.540	98	Paved roads w/curbs & sewers, HSG D
0.990	90	Weighted Average
0.450		45.45% Pervious Area
0.540		54.55% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.8					Direct Entry, Storm Sewer Network

Subcatchment 2': Areas 2a' and 2b'

Hydrograph



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MSE 24-hr 3 2-Year Rainfall=3.10"

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Summary for Subcatchment 3': Offsite West

Runoff = 1.72 cfs @ 12.16 hrs, Volume= 0.082 af, Depth> 1.26"

Routed to Link 2L : Post

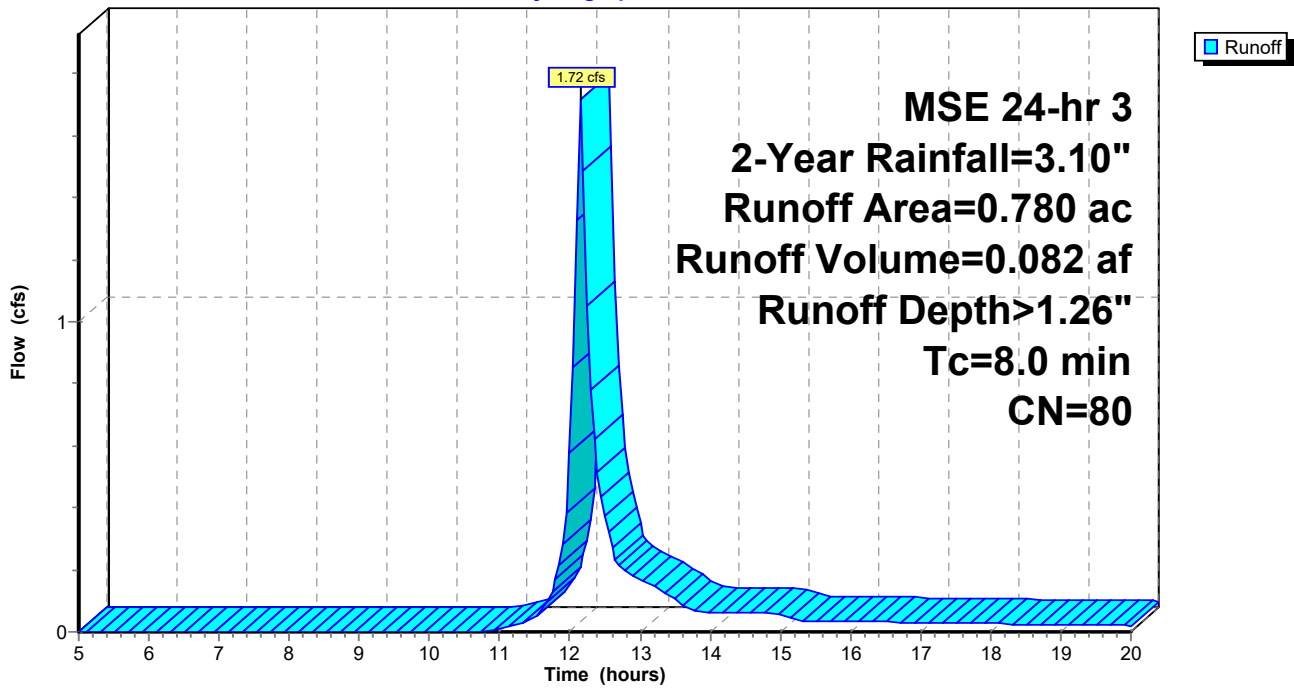
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=3.10"

Area (ac)	CN	Description
0.780	80	>75% Grass cover, Good, HSG D
0.780		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.0					Direct Entry, COL Criteria Manual

Subcatchment 3': Offsite West

Hydrograph



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MSE 24-hr 3 2-Year Rainfall=3.10"

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Summary for Subcatchment Offsite: PRE

Runoff = 2.33 cfs @ 12.32 hrs, Volume= 0.173 af, Depth> 1.67"
 Routed to Link 1L : Pre

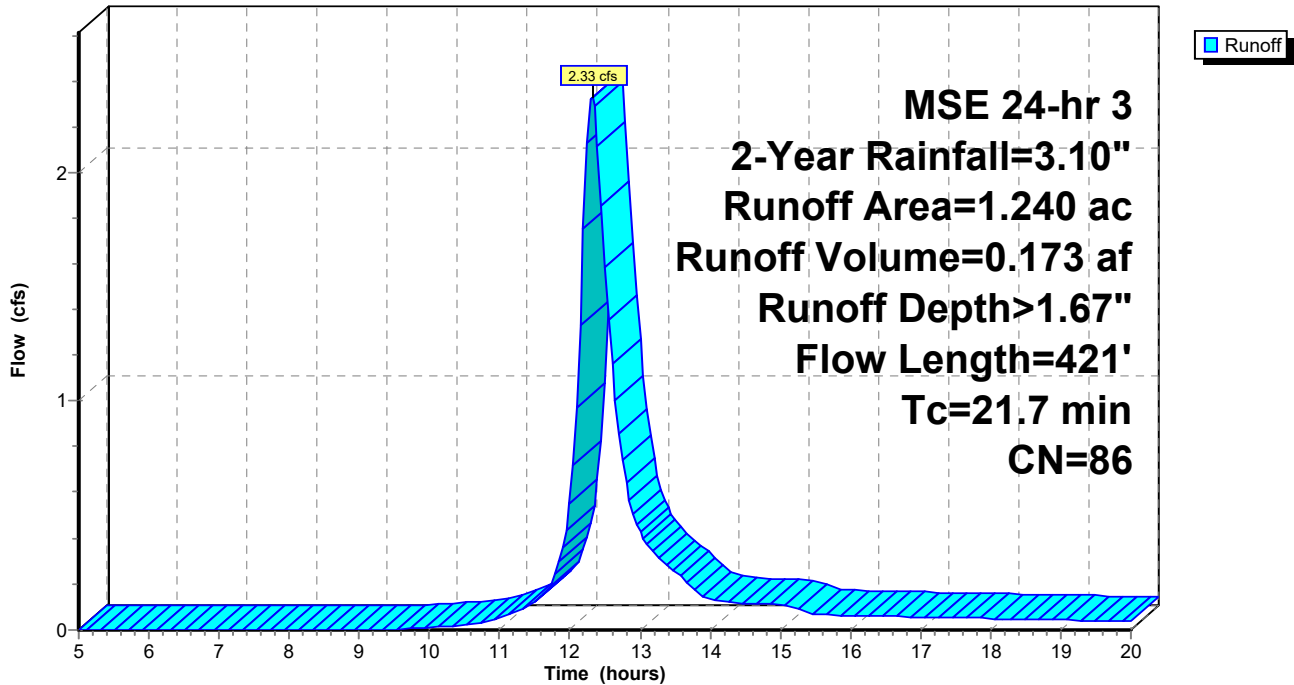
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 MSE 24-hr 3 2-Year Rainfall=3.10"

Area (ac)	CN	Description
1.240	86	Woods/grass comb., Poor, HSG D
1.240		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
17.4	100	0.0350	0.10		Sheet Flow, Sheet Flow
					Woods: Light underbrush n= 0.400 P2= 3.10"
4.3	321	0.0628	1.25		Shallow Concentrated Flow, Shallow Concentrated
					Woodland Kv= 5.0 fps
21.7	421	Total			

Subcatchment Offsite: PRE

Hydrograph



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MSE 24-hr 3 2-Year Rainfall=3.10"

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Summary for Subcatchment Offsite': Coming Into Site

Runoff = 2.14 cfs @ 12.36 hrs, Volume= 0.172 af, Depth> 1.67"
 Routed to Pond 1P : Detention Pond

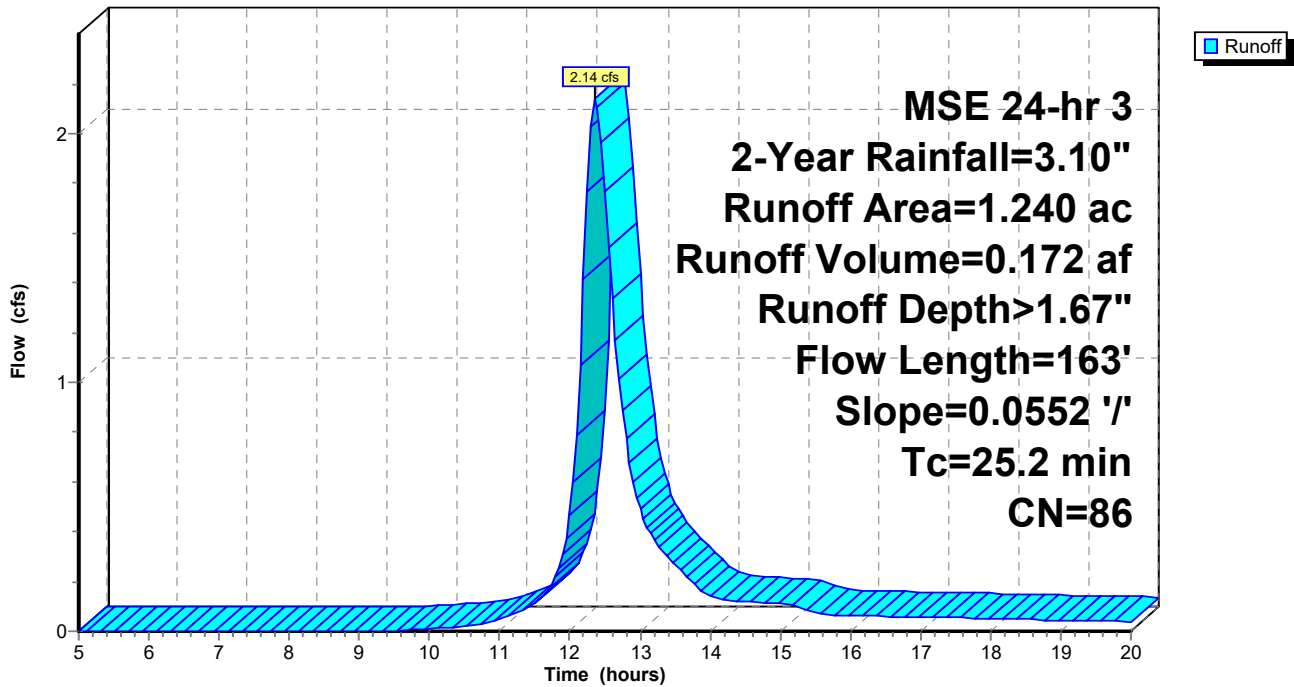
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 MSE 24-hr 3 2-Year Rainfall=3.10"

Area (ac)	CN	Description
1.240	86	Woods/grass comb., Poor, HSG D
1.240		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.8					Direct Entry, Storm Sewer Network
14.5	100	0.0552	0.11		Sheet Flow, Sheet Flow Woods: Light underbrush n= 0.400 P2= 3.10"
0.9	63	0.0552	1.17		Shallow Concentrated Flow, Shallow Concentrated Flow Woodland Kv= 5.0 fps
25.2	163	Total			

Subcatchment Offsite': Coming Into Site

Hydrograph



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MSE 24-hr 3 2-Year Rainfall=3.10"

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Summary for Pond 1P: Detention Pond

Inflow Area = 4.740 ac, 36.29% Impervious, Inflow Depth > 1.82" for 2-Year event
 Inflow = 12.06 cfs @ 12.16 hrs, Volume= 0.720 af
 Outflow = 8.55 cfs @ 12.26 hrs, Volume= 0.719 af, Atten= 29%, Lag= 5.9 min
 Primary = 8.55 cfs @ 12.26 hrs, Volume= 0.719 af
 Routed to Link 2L : Post

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,288.47' @ 12.26 hrs Surf.Area= 2,177 sf Storage= 3,582 cf

Plug-Flow detention time= 5.4 min calculated for 0.719 af (100% of inflow)
 Center-of-Mass det. time= 4.8 min (785.5 - 780.6)

Volume	Invert	Avail.Storage	Storage Description
#1	1,285.75'	37,664 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,285.75	7	0	0
1,286.00	756	95	95
1,287.00	1,243	1,000	1,095
1,288.00	1,845	1,544	2,639
1,289.00	2,553	2,199	4,838
1,290.00	3,366	2,960	7,797
1,291.00	4,283	3,825	11,622
1,292.00	5,305	4,794	16,416
1,293.00	6,432	5,869	22,284
1,294.00	7,664	7,048	29,332
1,295.00	9,000	8,332	37,664

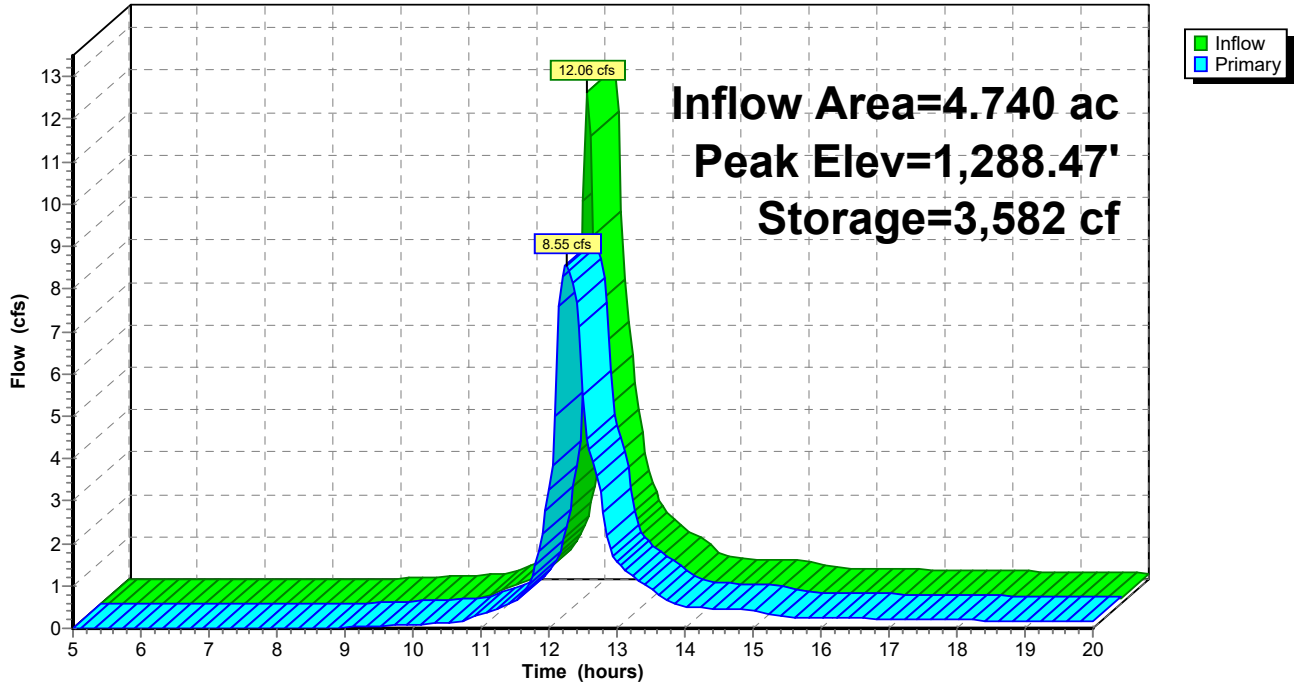
Device	Routing	Invert	Outlet Devices
#1	Primary	1,285.75'	15.0" Round Culvert L= 83.5' CMP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,285.75' / 1,285.16' S= 0.0071 ' /' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 1.23 sf
#2	Device 1	1,285.75'	Custom Weir/Orifice, Cv= 2.62 (C= 3.28) Head (feet) 0.00 0.50 Width (feet) 1.50 1.50
#3	Device 1	1,287.50'	24.0" x 24.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=8.52 cfs @ 12.26 hrs HW=1,288.46' (Free Discharge)

- 1=Culvert (Inlet Controls 8.52 cfs @ 6.94 fps)
- 2=Custom Weir/Orifice (Passes < 5.77 cfs potential flow)
- 3=Orifice/Grate (Passes < 18.82 cfs potential flow)

Pond 1P: Detention Pond

Hydrograph



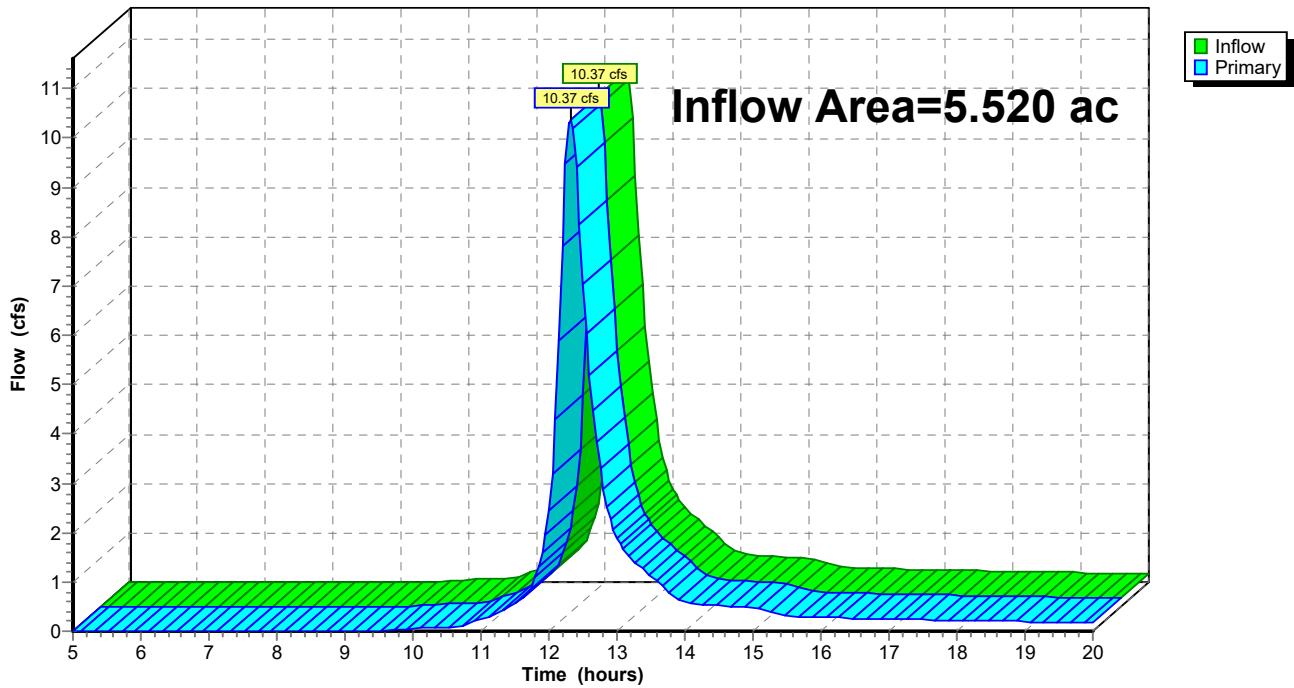
Summary for Link 1L: Pre

Inflow Area = 5.520 ac, 0.00% Impervious, Inflow Depth > 1.67" for 2-Year event
Inflow = 10.37 cfs @ 12.32 hrs, Volume= 0.768 af
Primary = 10.37 cfs @ 12.32 hrs, Volume= 0.768 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link 1L: Pre

Hydrograph



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MSE 24-hr 3 2-Year Rainfall=3.10"

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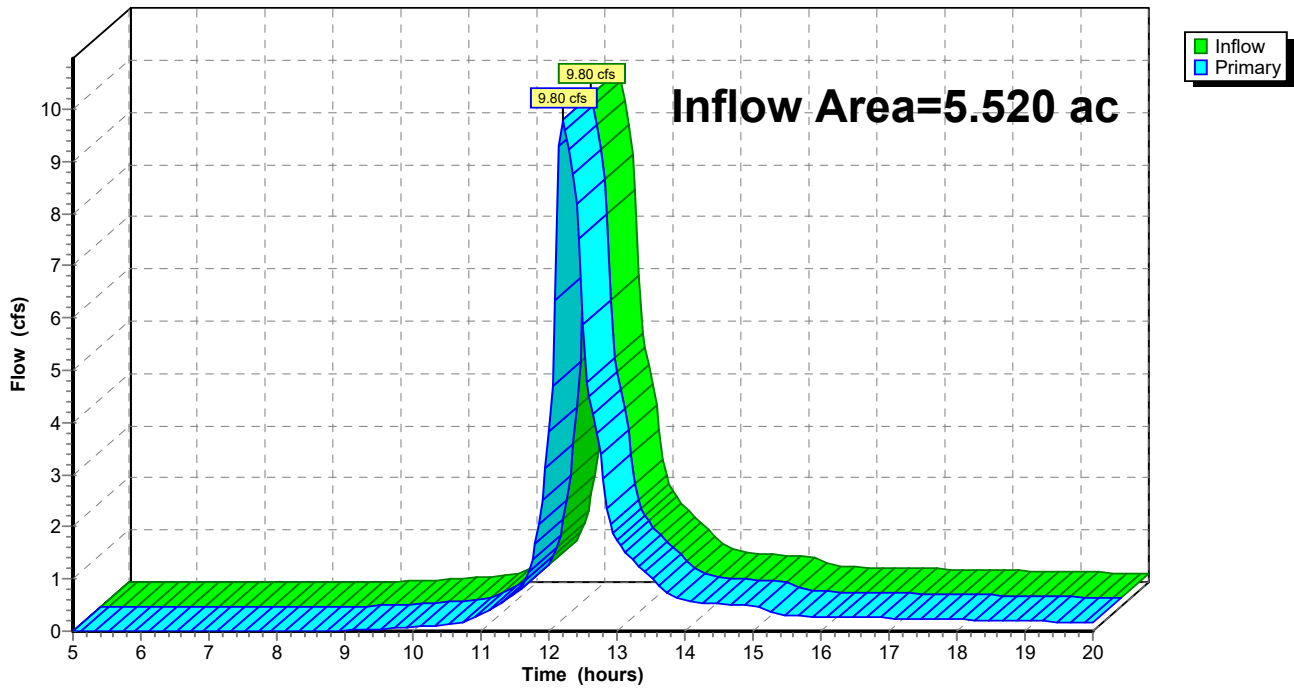
Summary for Link 2L: Post

Inflow Area = 5.520 ac, 31.16% Impervious, Inflow Depth > 1.74" for 2-Year event
Inflow = 9.80 cfs @ 12.21 hrs, Volume= 0.801 af
Primary = 9.80 cfs @ 12.21 hrs, Volume= 0.801 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link 2L: Post

Hydrograph



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MSE 24-hr 3 10-Year Rainfall=4.62"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1: PRE Runoff Area=4.280 ac 0.00% Impervious Runoff Depth>2.99"
 Flow Length=421' Tc=21.7 min CN=86 Runoff=14.18 cfs 1.066 af

Subcatchment1': POST Runoff Area=2.510 ac 47.01% Impervious Runoff Depth>3.19"
 Tc=8.0 min CN=88 Runoff=13.36 cfs 0.667 af

Subcatchment2': Areas 2a' and 2b' Runoff Area=0.990 ac 54.55% Impervious Runoff Depth>3.39"
 Tc=9.8 min CN=90 Runoff=5.10 cfs 0.280 af

Subcatchment3': Offsite West Runoff Area=0.780 ac 0.00% Impervious Runoff Depth>2.46"
 Tc=8.0 min CN=80 Runoff=3.32 cfs 0.160 af

SubcatchmentOffsite: PRE Runoff Area=1.240 ac 0.00% Impervious Runoff Depth>2.99"
 Flow Length=421' Tc=21.7 min CN=86 Runoff=4.11 cfs 0.309 af

SubcatchmentOffsite': Coming Into Site Runoff Area=1.240 ac 0.00% Impervious Runoff Depth>2.99"
 Flow Length=163' Slope=0.0552 '/' Tc=25.2 min CN=86 Runoff=3.78 cfs 0.309 af

Pond 1P: Detention Pond Peak Elev=1,290.15' Storage=8,307 cf Inflow=20.48 cfs 1.256 af
 Outflow=11.48 cfs 1.254 af

Link 1L: Pre Inflow=18.29 cfs 1.375 af
 Primary=18.29 cfs 1.375 af

Link 2L: Post Inflow=13.67 cfs 1.414 af
 Primary=13.67 cfs 1.414 af

Total Runoff Area = 11.040 ac Runoff Volume = 2.790 af Average Runoff Depth = 3.03"
84.42% Pervious = 9.320 ac 15.58% Impervious = 1.720 ac

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MSE 24-hr 3 10-Year Rainfall=4.62"

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Summary for Subcatchment 1: PRE

Runoff = 14.18 cfs @ 12.31 hrs, Volume= 1.066 af, Depth> 2.99"
 Routed to Link 1L : Pre

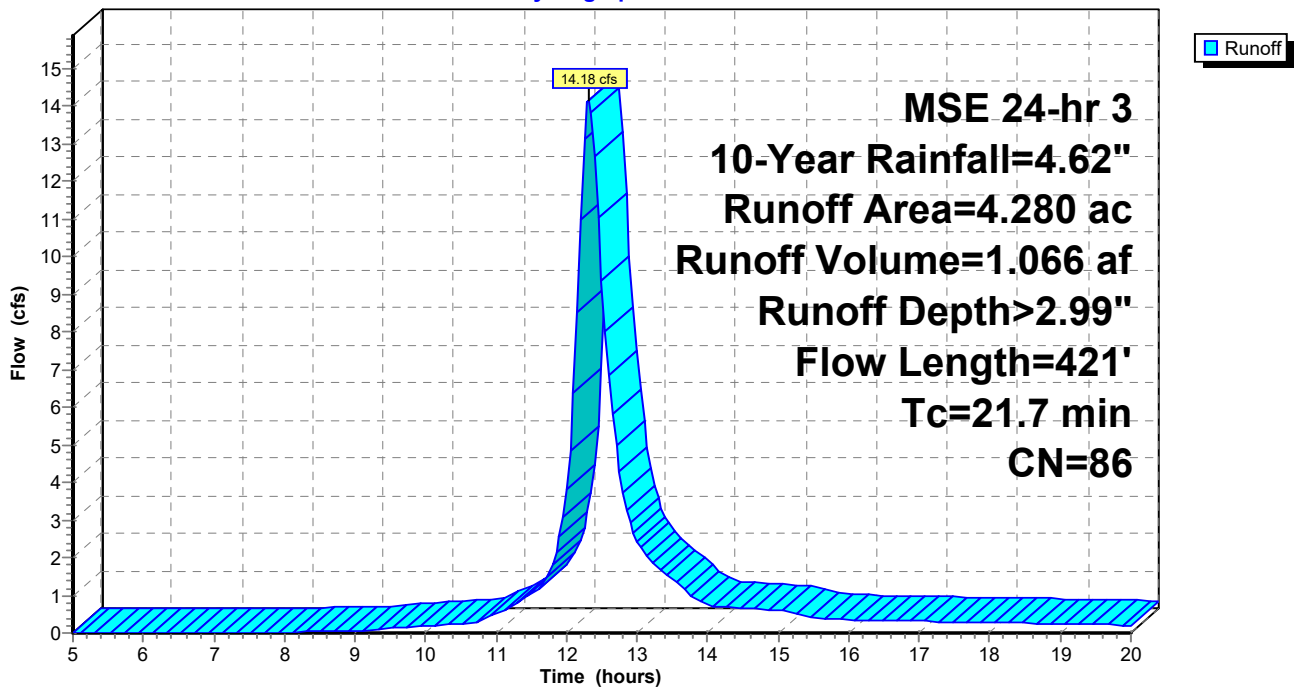
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 MSE 24-hr 3 10-Year Rainfall=4.62"

Area (ac)	CN	Description
4.280	86	Woods/grass comb., Poor, HSG D
4.280		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
17.4	100	0.0350	0.10		Sheet Flow, Sheet Flow Woods: Light underbrush n= 0.400 P2= 3.10"
4.3	321	0.0628	1.25		Shallow Concentrated Flow, Shallow Concentrated Woodland Kv= 5.0 fps
21.7	421	Total			

Subcatchment 1: PRE

Hydrograph



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MSE 24-hr 3 10-Year Rainfall=4.62"

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Summary for Subcatchment 1': POST

Runoff = 13.36 cfs @ 12.15 hrs, Volume= 0.667 af, Depth> 3.19"
 Routed to Pond 1P : Detention Pond

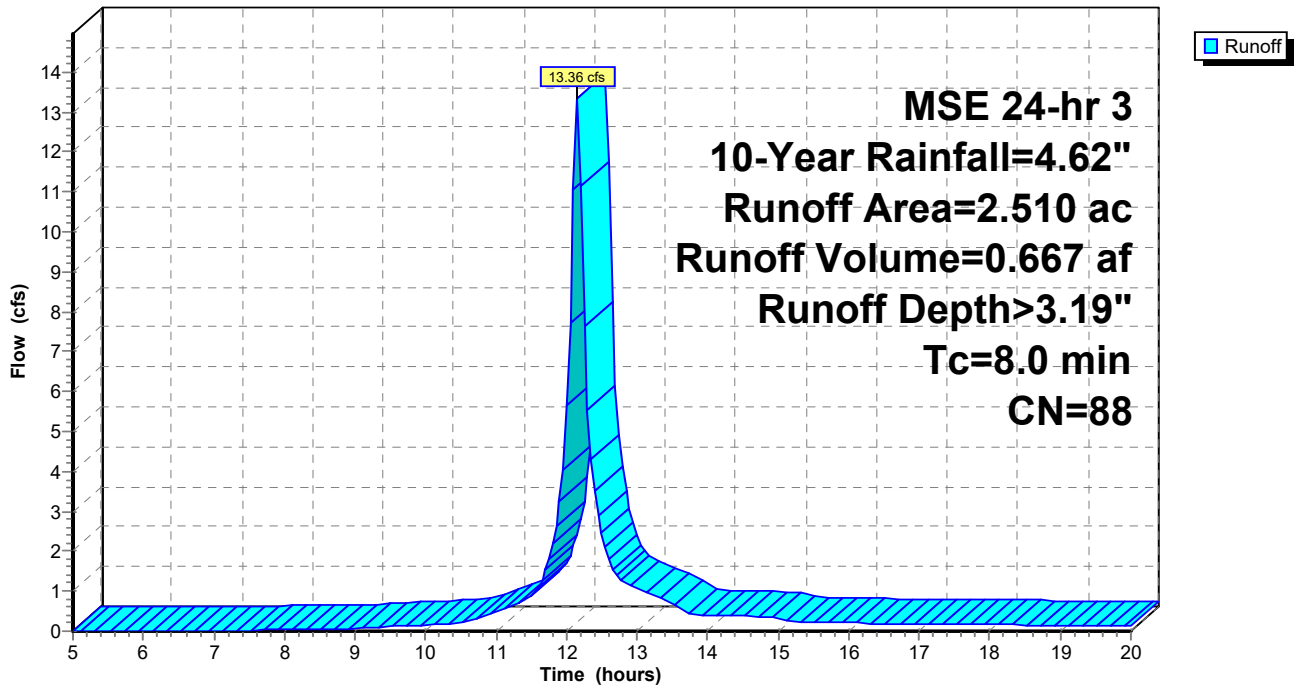
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 MSE 24-hr 3 10-Year Rainfall=4.62"

Area (ac)	CN	Description
1.330	80	>75% Grass cover, Good, HSG D
1.180	98	Paved roads w/curbs & sewers, HSG D
2.510	88	Weighted Average
1.330		52.99% Pervious Area
1.180		47.01% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.0					Direct Entry, COL Drainage Criteria Minimum

Subcatchment 1': POST

Hydrograph



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MSE 24-hr 3 10-Year Rainfall=4.62"

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Summary for Subcatchment 2': Areas 2a' and 2b'

Runoff = 5.10 cfs @ 12.17 hrs, Volume= 0.280 af, Depth> 3.39"
 Routed to Pond 1P : Detention Pond

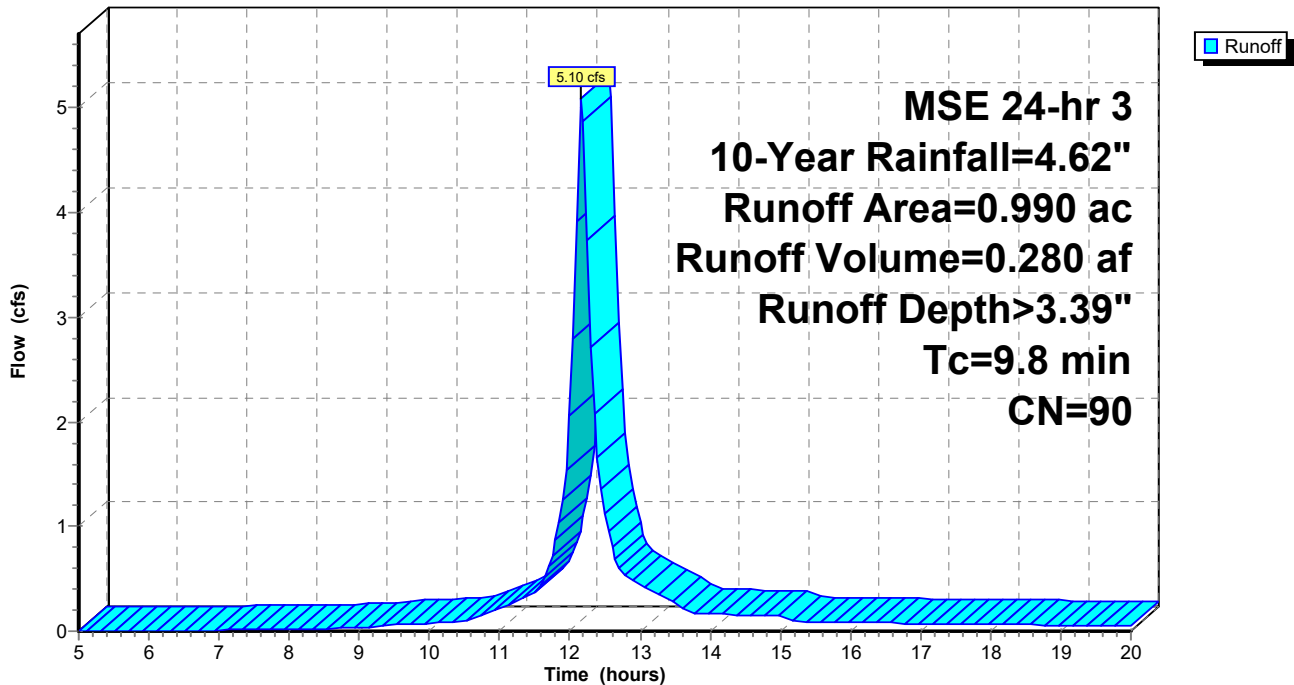
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 MSE 24-hr 3 10-Year Rainfall=4.62"

Area (ac)	CN	Description
0.450	80	>75% Grass cover, Good, HSG D
0.540	98	Paved roads w/curbs & sewers, HSG D
0.990	90	Weighted Average
0.450		45.45% Pervious Area
0.540		54.55% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.8					Direct Entry, Storm Sewer Network

Subcatchment 2': Areas 2a' and 2b'

Hydrograph



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MSE 24-hr 3 10-Year Rainfall=4.62"

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Summary for Subcatchment 3': Offsite West

Runoff = 3.32 cfs @ 12.15 hrs, Volume= 0.160 af, Depth> 2.46"
Routed to Link 2L : Post

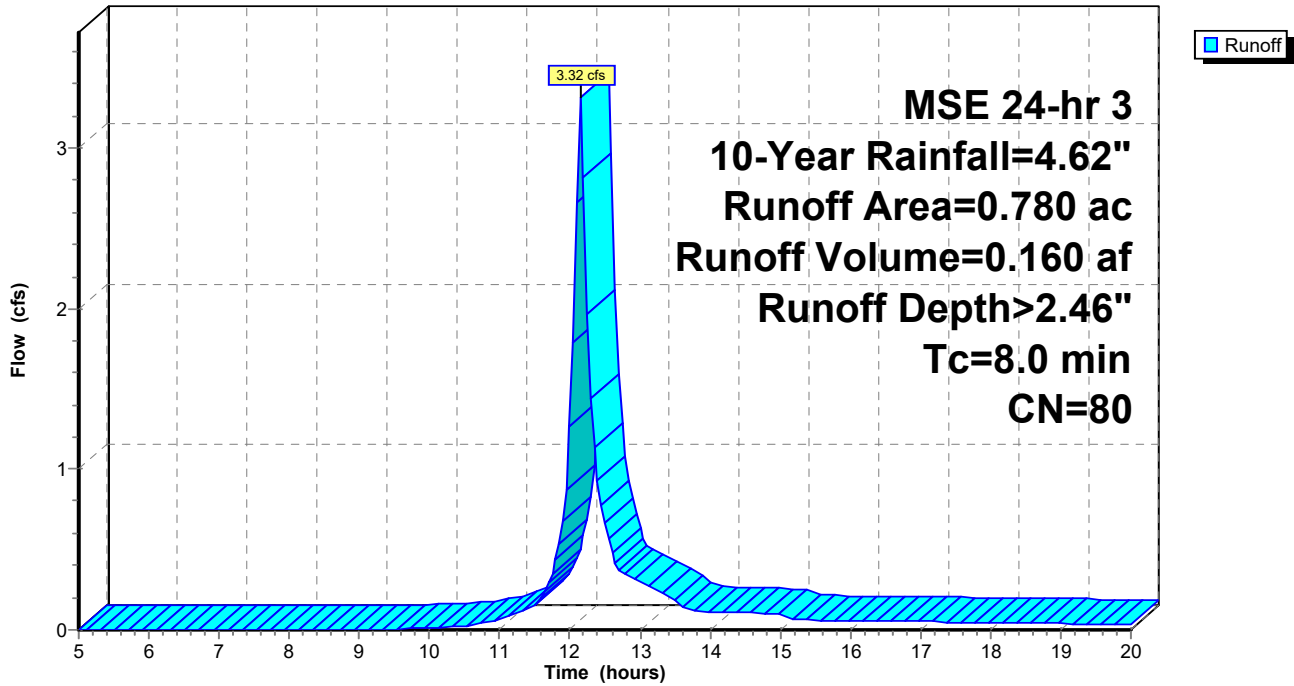
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-Year Rainfall=4.62"

Area (ac)	CN	Description
0.780	80	>75% Grass cover, Good, HSG D
0.780		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.0					Direct Entry, COL Criteria Manual

Subcatchment 3': Offsite West

Hydrograph



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MSE 24-hr 3 10-Year Rainfall=4.62"

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Summary for Subcatchment Offsite: PRE

Runoff = 4.11 cfs @ 12.31 hrs, Volume= 0.309 af, Depth> 2.99"
 Routed to Link 1L : Pre

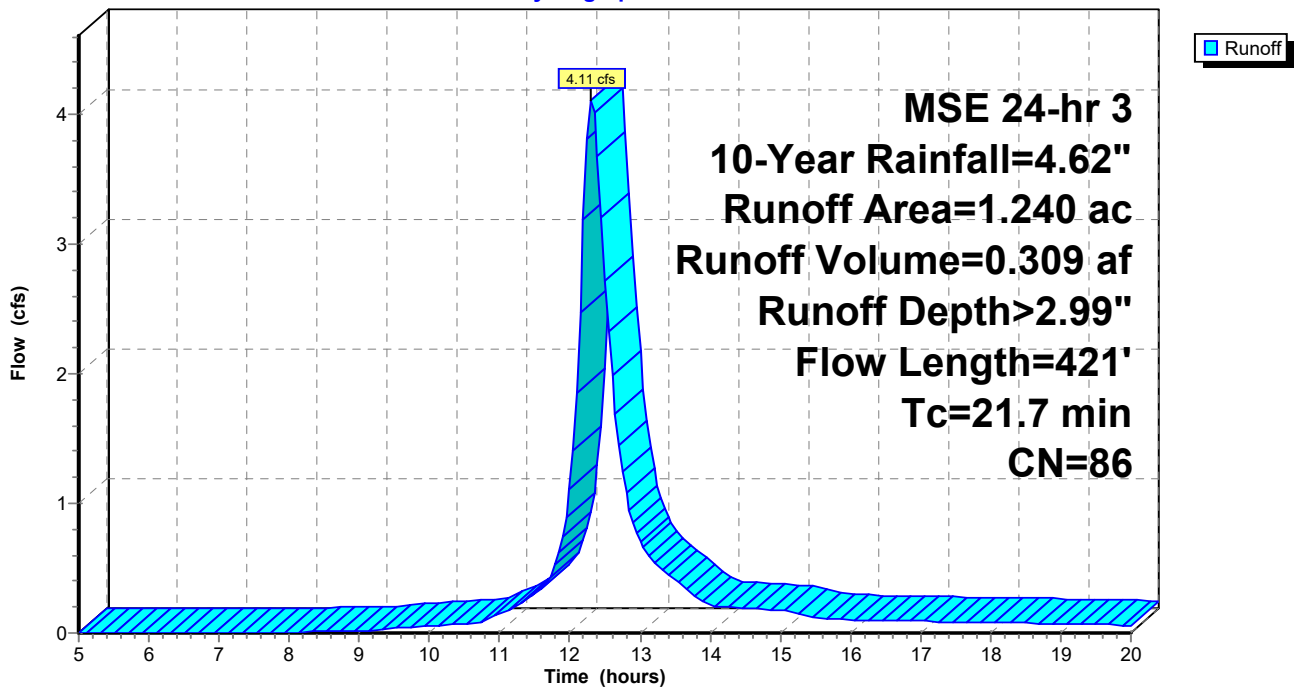
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 MSE 24-hr 3 10-Year Rainfall=4.62"

Area (ac)	CN	Description
1.240	86	Woods/grass comb., Poor, HSG D
1.240		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
17.4	100	0.0350	0.10		Sheet Flow, Sheet Flow
					Woods: Light underbrush n= 0.400 P2= 3.10"
4.3	321	0.0628	1.25		Shallow Concentrated Flow, Shallow Concentrated
					Woodland Kv= 5.0 fps
21.7	421	Total			

Subcatchment Offsite: PRE

Hydrograph



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MSE 24-hr 3 10-Year Rainfall=4.62"

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Summary for Subcatchment Offsite': Coming Into Site

Runoff = 3.78 cfs @ 12.36 hrs, Volume= 0.309 af, Depth> 2.99"
 Routed to Pond 1P : Detention Pond

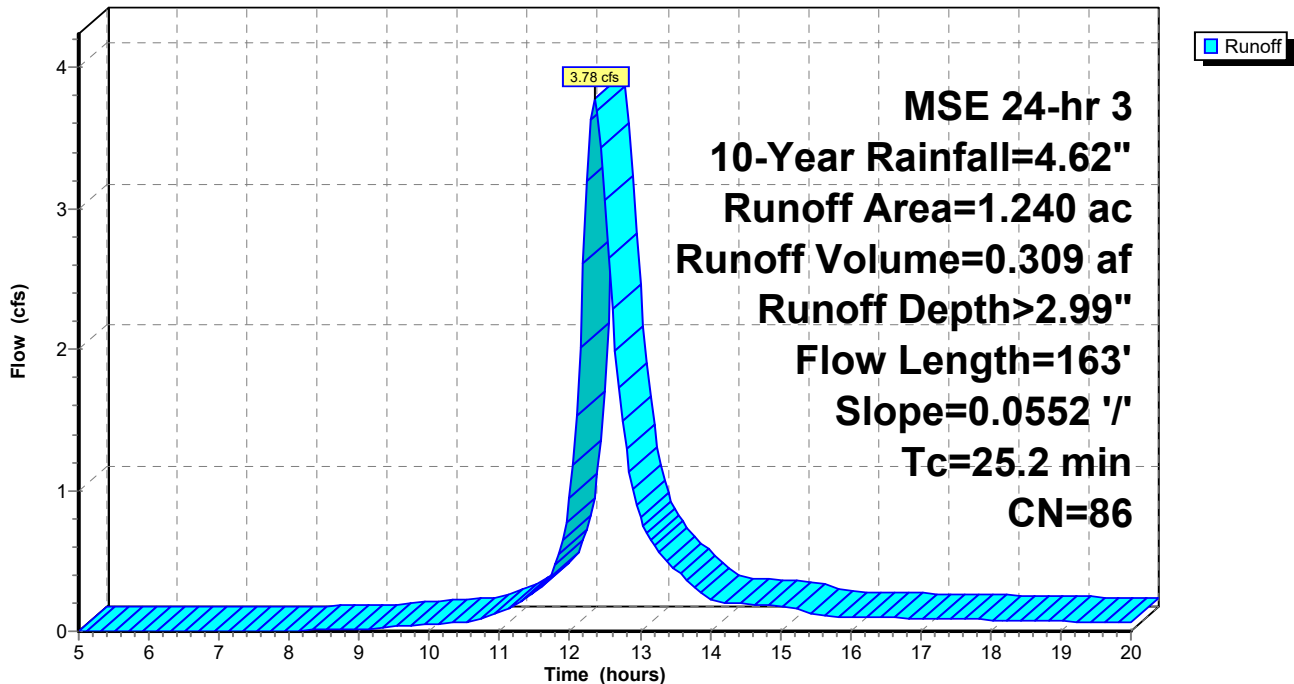
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 MSE 24-hr 3 10-Year Rainfall=4.62"

Area (ac)	CN	Description
1.240	86	Woods/grass comb., Poor, HSG D
1.240		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.8					Direct Entry, Storm Sewer Network
14.5	100	0.0552	0.11		Sheet Flow, Sheet Flow Woods: Light underbrush n= 0.400 P2= 3.10"
0.9	63	0.0552	1.17		Shallow Concentrated Flow, Shallow Concentrated Flow Woodland Kv= 5.0 fps
25.2	163	Total			

Subcatchment Offsite': Coming Into Site

Hydrograph



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MSE 24-hr 3 10-Year Rainfall=4.62"

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Summary for Pond 1P: Detention Pond

Inflow Area = 4.740 ac, 36.29% Impervious, Inflow Depth > 3.18" for 10-Year event
 Inflow = 20.48 cfs @ 12.16 hrs, Volume= 1.256 af
 Outflow = 11.48 cfs @ 12.32 hrs, Volume= 1.254 af, Atten= 44%, Lag= 9.4 min
 Primary = 11.48 cfs @ 12.32 hrs, Volume= 1.254 af
 Routed to Link 2L : Post

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,290.15' @ 12.32 hrs Surf.Area= 3,502 sf Storage= 8,307 cf

Plug-Flow detention time= 7.2 min calculated for 1.250 af (100% of inflow)
 Center-of-Mass det. time= 6.7 min (778.1 - 771.4)

Volume	Invert	Avail.Storage	Storage Description
#1	1,285.75'	37,664 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,285.75	7	0	0
1,286.00	756	95	95
1,287.00	1,243	1,000	1,095
1,288.00	1,845	1,544	2,639
1,289.00	2,553	2,199	4,838
1,290.00	3,366	2,960	7,797
1,291.00	4,283	3,825	11,622
1,292.00	5,305	4,794	16,416
1,293.00	6,432	5,869	22,284
1,294.00	7,664	7,048	29,332
1,295.00	9,000	8,332	37,664

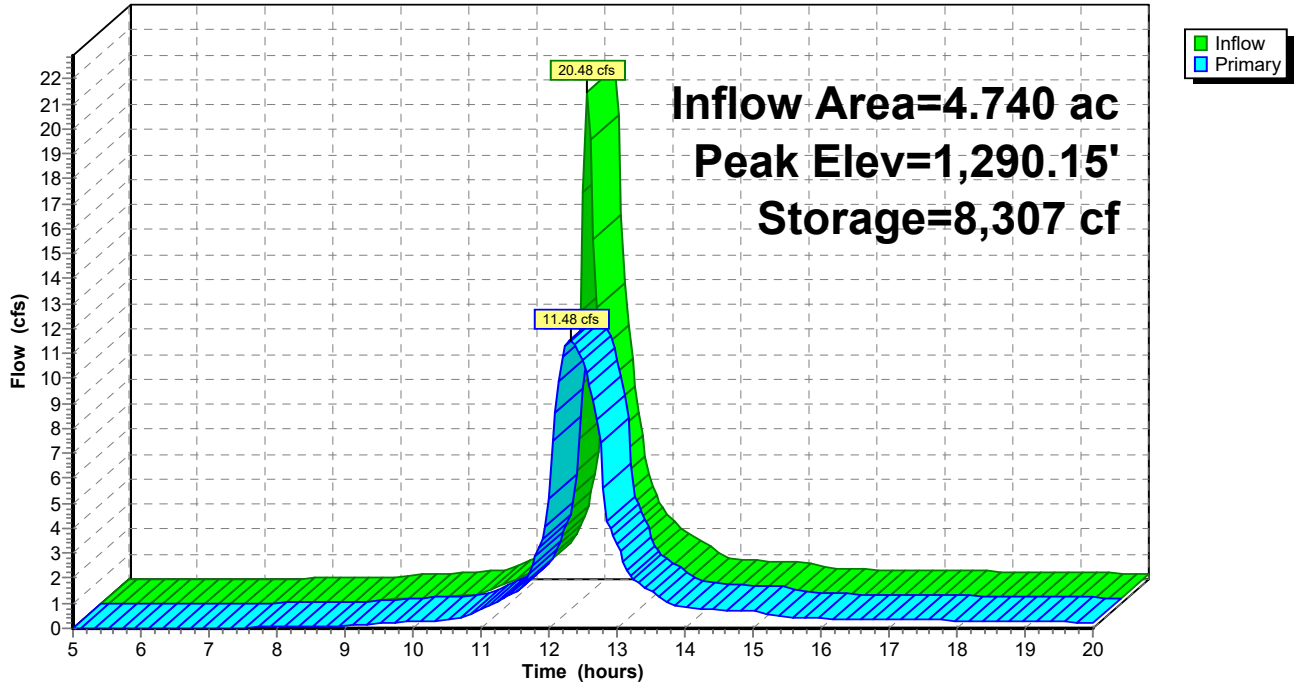
Device	Routing	Invert	Outlet Devices
#1	Primary	1,285.75'	15.0" Round Culvert L= 83.5' CMP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,285.75' / 1,285.16' S= 0.0071 ' /' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 1.23 sf
#2	Device 1	1,285.75'	Custom Weir/Orifice, Cv= 2.62 (C= 3.28) Head (feet) 0.00 0.50 Width (feet) 1.50 1.50
#3	Device 1	1,287.50'	24.0" x 24.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=11.46 cfs @ 12.32 hrs HW=1,290.14' (Free Discharge)

- 1=Culvert (Inlet Controls 11.46 cfs @ 9.34 fps)
- 2=Custom Weir/Orifice (Passes < 7.49 cfs potential flow)
- 3=Orifice/Grate (Passes < 31.27 cfs potential flow)

Pond 1P: Detention Pond

Hydrograph



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MSE 24-hr 3 10-Year Rainfall=4.62"

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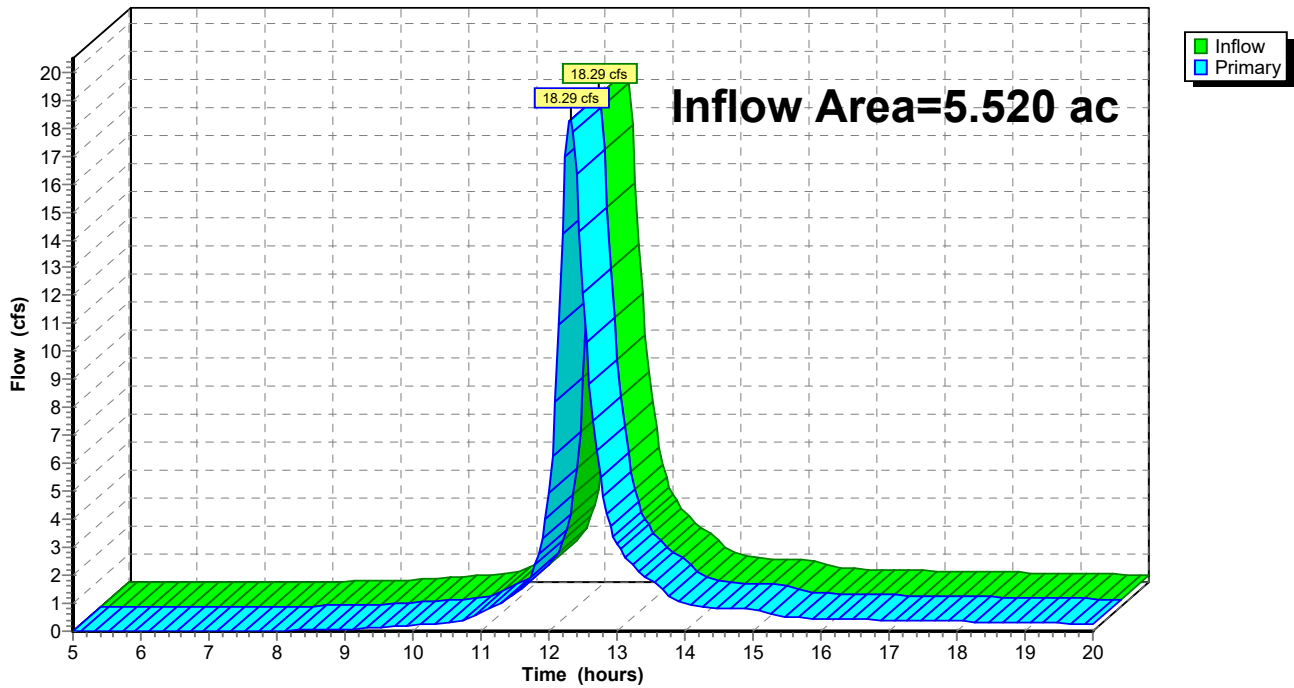
Summary for Link 1L: Pre

Inflow Area = 5.520 ac, 0.00% Impervious, Inflow Depth > 2.99" for 10-Year event
Inflow = 18.29 cfs @ 12.31 hrs, Volume= 1.375 af
Primary = 18.29 cfs @ 12.31 hrs, Volume= 1.375 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link 1L: Pre

Hydrograph



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MSE 24-hr 3 10-Year Rainfall=4.62"

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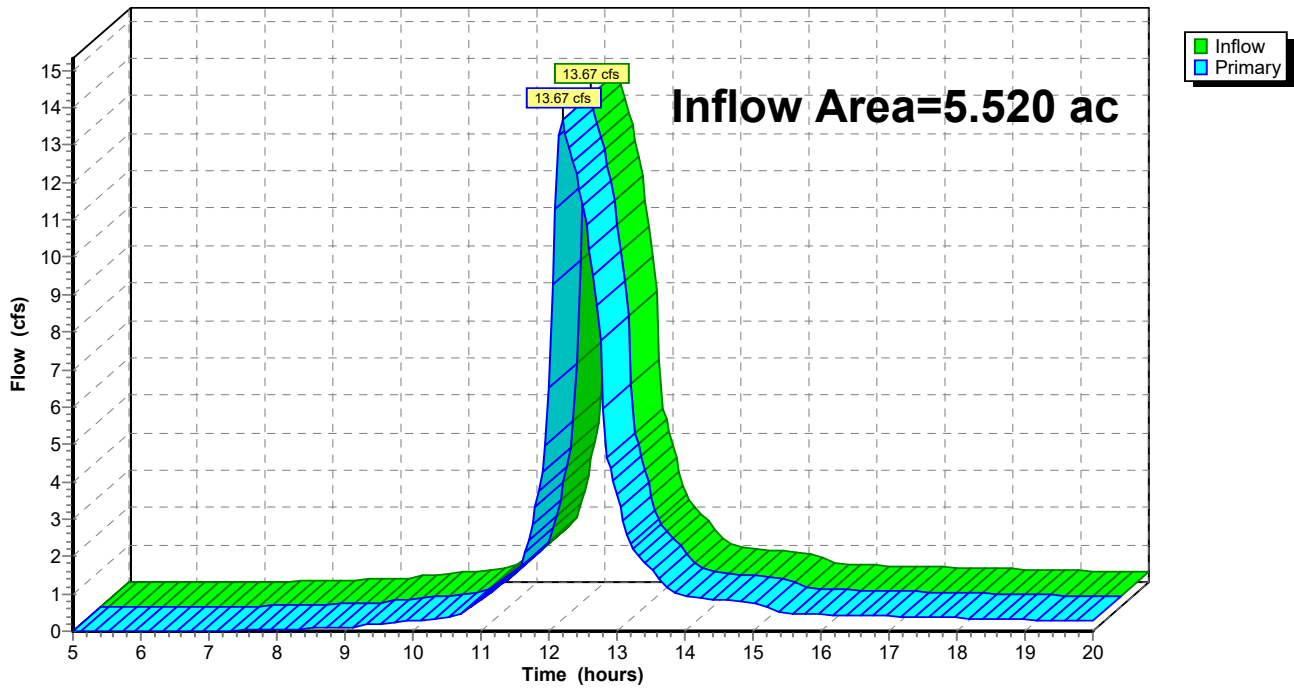
Summary for Link 2L: Post

Inflow Area = 5.520 ac, 31.16% Impervious, Inflow Depth > 3.07" for 10-Year event
Inflow = 13.67 cfs @ 12.20 hrs, Volume= 1.414 af
Primary = 13.67 cfs @ 12.20 hrs, Volume= 1.414 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link 2L: Post

Hydrograph



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MSE 24-hr 3 100-Year Rainfall=7.56"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1: PRE Runoff Area=4.280 ac 0.00% Impervious Runoff Depth>5.69"
 Flow Length=421' Tc=21.7 min CN=86 Runoff=26.22 cfs 2.030 af

Subcatchment1': POST Runoff Area=2.510 ac 47.01% Impervious Runoff Depth>5.94"
 Tc=8.0 min CN=88 Runoff=23.89 cfs 1.242 af

Subcatchment2': Areas 2a' and 2b' Runoff Area=0.990 ac 54.55% Impervious Runoff Depth>6.17"
 Tc=9.8 min CN=90 Runoff=8.93 cfs 0.509 af

Subcatchment3': Offsite West Runoff Area=0.780 ac 0.00% Impervious Runoff Depth>5.02"
 Tc=8.0 min CN=80 Runoff=6.59 cfs 0.326 af

SubcatchmentOffsite: PRE Runoff Area=1.240 ac 0.00% Impervious Runoff Depth>5.69"
 Flow Length=421' Tc=21.7 min CN=86 Runoff=7.60 cfs 0.588 af

SubcatchmentOffsite': Coming Into Site Runoff Area=1.240 ac 0.00% Impervious Runoff Depth>5.69"
 Flow Length=163' Slope=0.0552 '/' Tc=25.2 min CN=86 Runoff=7.01 cfs 0.588 af

Pond 1P: Detention Pond Peak Elev=1,292.91' Storage=21,711 cf Inflow=36.74 cfs 2.339 af
 Outflow=15.11 cfs 2.336 af

Link 1L: Pre Inflow=33.82 cfs 2.618 af
 Primary=33.82 cfs 2.618 af

Link 2L: Post Inflow=19.81 cfs 2.662 af
 Primary=19.81 cfs 2.662 af

Total Runoff Area = 11.040 ac Runoff Volume = 5.283 af Average Runoff Depth = 5.74"
84.42% Pervious = 9.320 ac 15.58% Impervious = 1.720 ac

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MSE 24-hr 3 100-Year Rainfall=7.56"

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Summary for Subcatchment 1: PRE

Runoff = 26.22 cfs @ 12.31 hrs, Volume= 2.030 af, Depth> 5.69"
 Routed to Link 1L : Pre

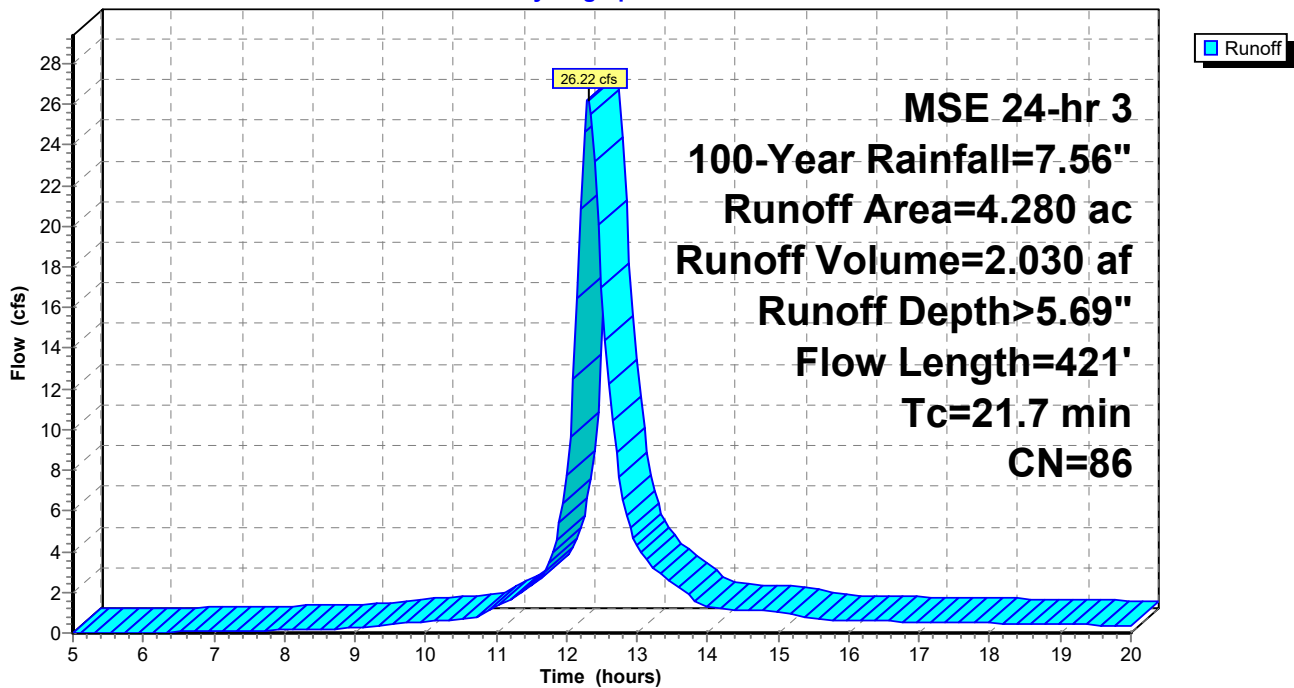
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 MSE 24-hr 3 100-Year Rainfall=7.56"

Area (ac)	CN	Description
4.280	86	Woods/grass comb., Poor, HSG D
4.280		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
17.4	100	0.0350	0.10		Sheet Flow, Sheet Flow Woods: Light underbrush n= 0.400 P2= 3.10"
4.3	321	0.0628	1.25		Shallow Concentrated Flow, Shallow Concentrated Woodland Kv= 5.0 fps
21.7	421	Total			

Subcatchment 1: PRE

Hydrograph



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MSE 24-hr 3 100-Year Rainfall=7.56"

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Summary for Subcatchment 1': POST

Runoff = 23.89 cfs @ 12.15 hrs, Volume= 1.242 af, Depth> 5.94"
 Routed to Pond 1P : Detention Pond

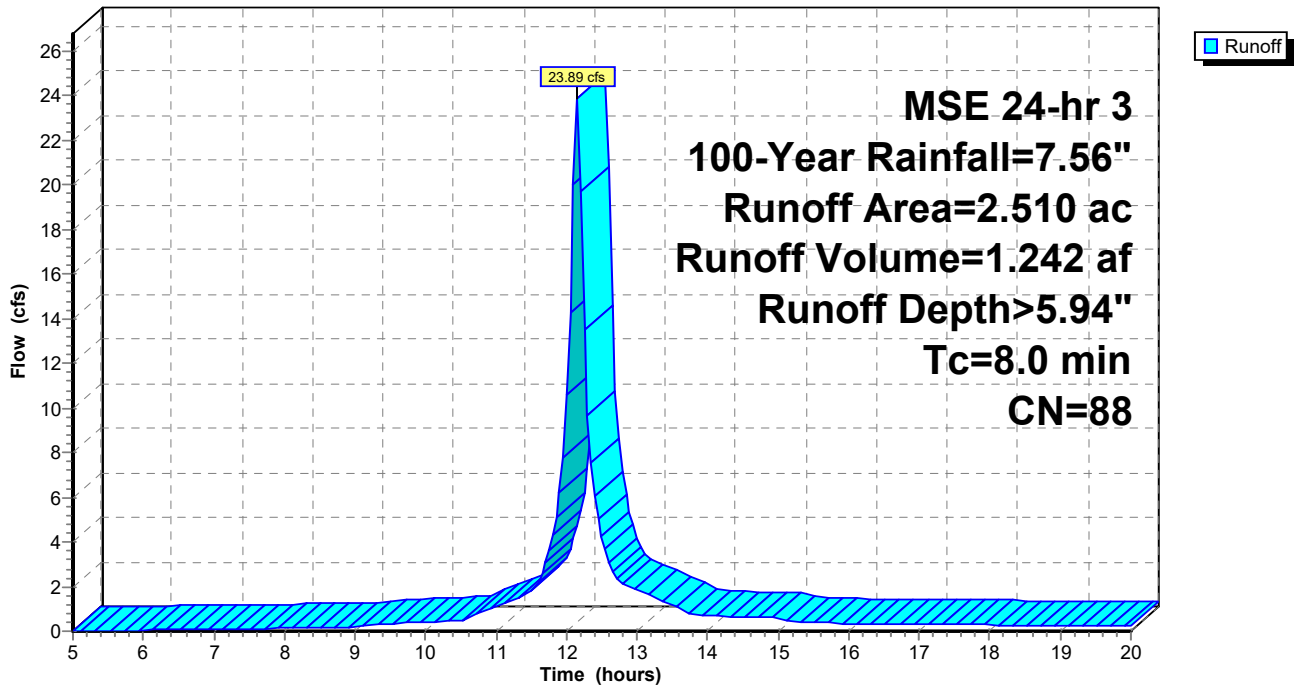
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 MSE 24-hr 3 100-Year Rainfall=7.56"

Area (ac)	CN	Description
1.330	80	>75% Grass cover, Good, HSG D
1.180	98	Paved roads w/curbs & sewers, HSG D
2.510	88	Weighted Average
1.330		52.99% Pervious Area
1.180		47.01% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.0					Direct Entry, COL Drainage Criteria Minimum

Subcatchment 1': POST

Hydrograph



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MSE 24-hr 3 100-Year Rainfall=7.56"

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Summary for Subcatchment 2': Areas 2a' and 2b'

Runoff = 8.93 cfs @ 12.17 hrs, Volume= 0.509 af, Depth> 6.17"
 Routed to Pond 1P : Detention Pond

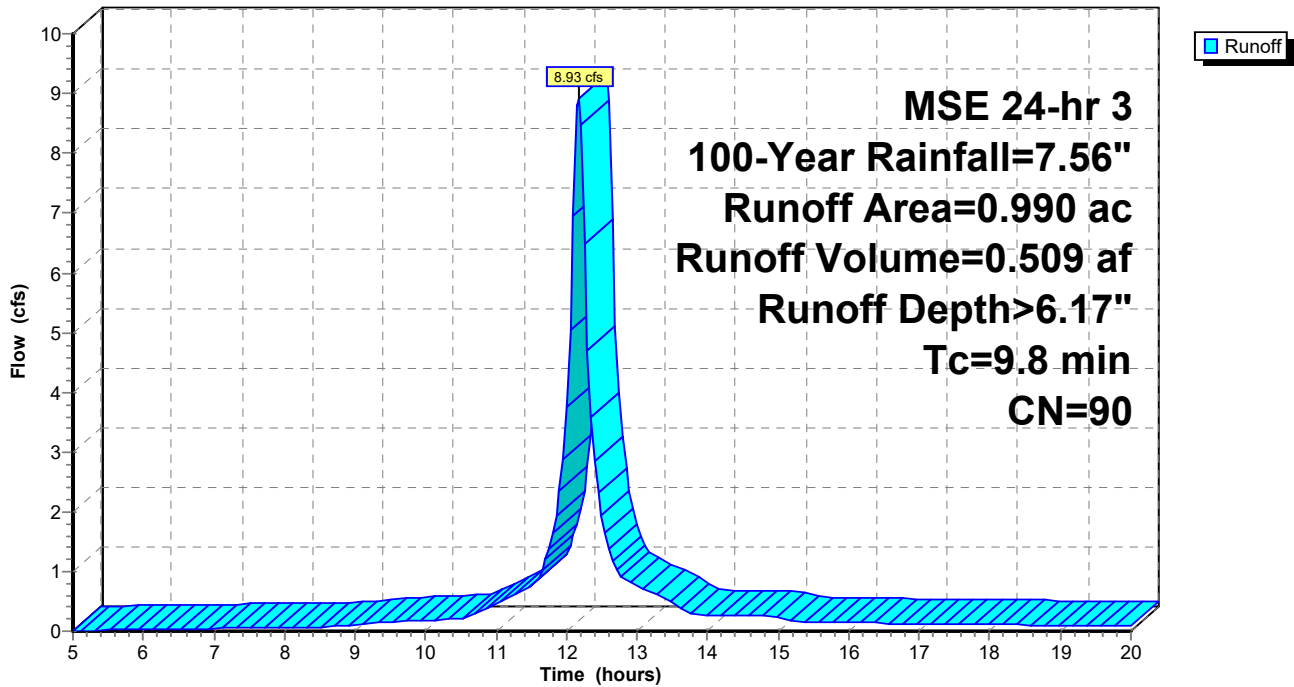
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 MSE 24-hr 3 100-Year Rainfall=7.56"

Area (ac)	CN	Description
0.450	80	>75% Grass cover, Good, HSG D
0.540	98	Paved roads w/curbs & sewers, HSG D
0.990	90	Weighted Average
0.450		45.45% Pervious Area
0.540		54.55% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.8					Direct Entry, Storm Sewer Network

Subcatchment 2': Areas 2a' and 2b'

Hydrograph



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MSE 24-hr 3 100-Year Rainfall=7.56"

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Summary for Subcatchment 3': Offsite West

Runoff = 6.59 cfs @ 12.15 hrs, Volume= 0.326 af, Depth> 5.02"
Routed to Link 2L : Post

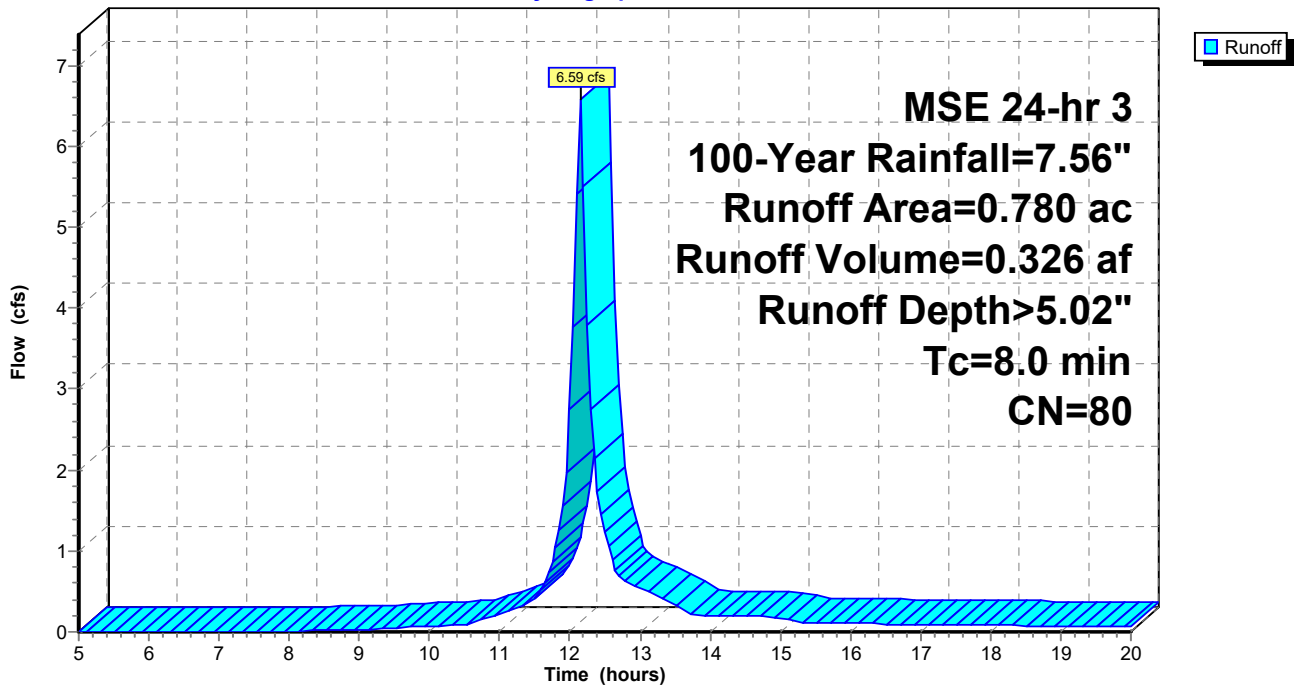
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=7.56"

Area (ac)	CN	Description
0.780	80	>75% Grass cover, Good, HSG D
0.780		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.0					Direct Entry, COL Criteria Manual

Subcatchment 3': Offsite West

Hydrograph



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MSE 24-hr 3 100-Year Rainfall=7.56"

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Summary for Subcatchment Offsite: PRE

Runoff = 7.60 cfs @ 12.31 hrs, Volume= 0.588 af, Depth> 5.69"
 Routed to Link 1L : Pre

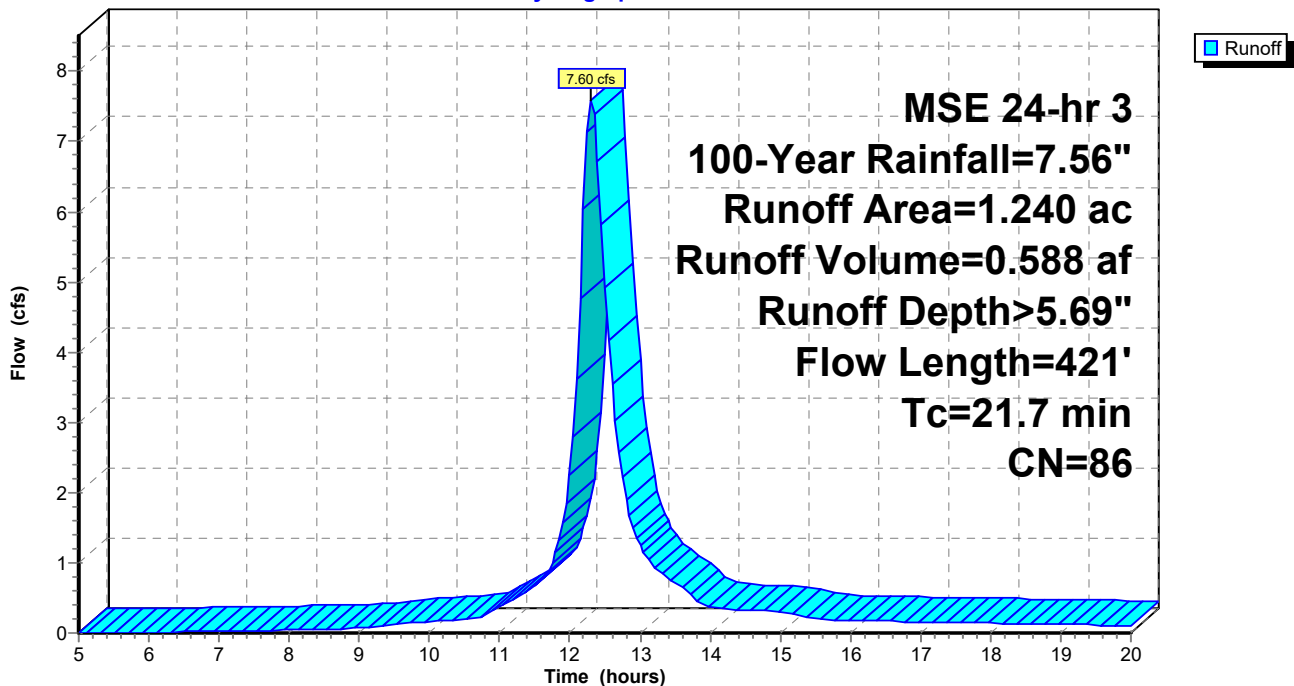
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 MSE 24-hr 3 100-Year Rainfall=7.56"

Area (ac)	CN	Description
1.240	86	Woods/grass comb., Poor, HSG D
1.240		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
17.4	100	0.0350	0.10		Sheet Flow, Sheet Flow Woods: Light underbrush n= 0.400 P2= 3.10"
4.3	321	0.0628	1.25		Shallow Concentrated Flow, Shallow Concentrated Woodland Kv= 5.0 fps
21.7	421	Total			

Subcatchment Offsite: PRE

Hydrograph



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MSE 24-hr 3 100-Year Rainfall=7.56"

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Summary for Subcatchment Offsite': Coming Into Site

Runoff = 7.01 cfs @ 12.35 hrs, Volume= 0.588 af, Depth> 5.69"
 Routed to Pond 1P : Detention Pond

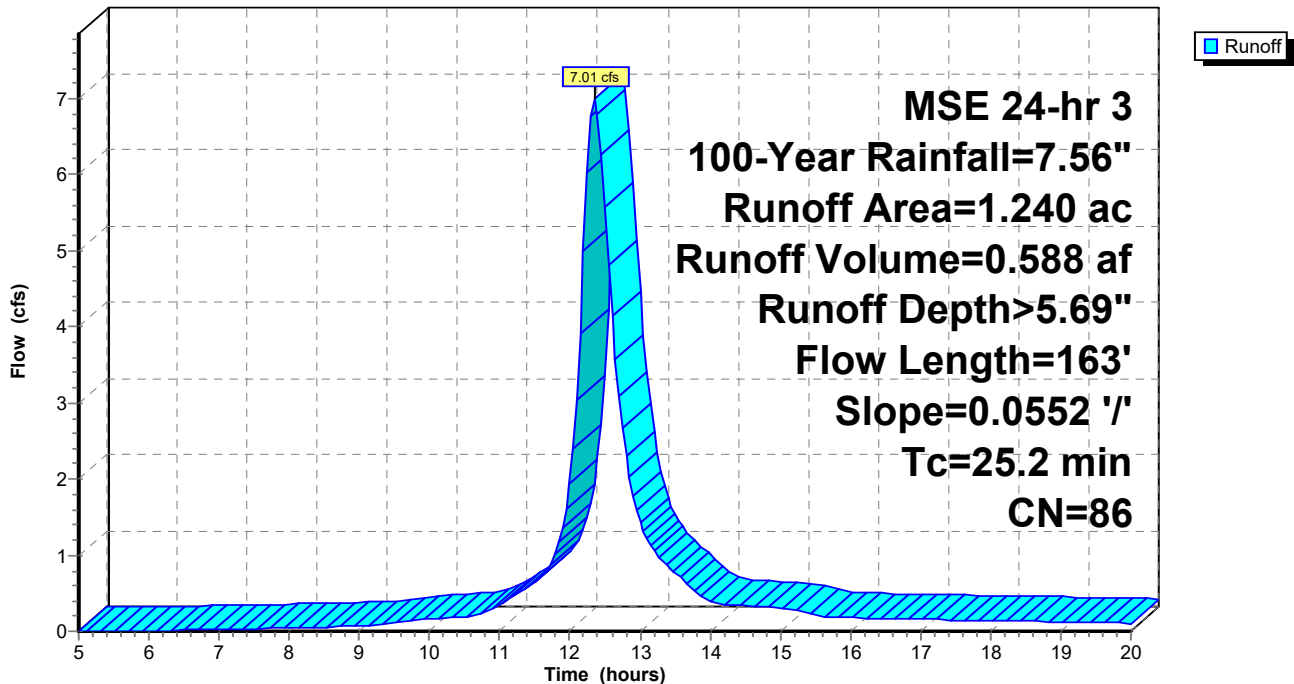
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 MSE 24-hr 3 100-Year Rainfall=7.56"

Area (ac)	CN	Description
1.240	86	Woods/grass comb., Poor, HSG D
1.240		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.8					Direct Entry, Storm Sewer Network
14.5	100	0.0552	0.11		Sheet Flow, Sheet Flow Woods: Light underbrush n= 0.400 P2= 3.10"
0.9	63	0.0552	1.17		Shallow Concentrated Flow, Shallow Concentrated Flow Woodland Kv= 5.0 fps
25.2	163	Total			

Subcatchment Offsite': Coming Into Site

Hydrograph



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MSE 24-hr 3 100-Year Rainfall=7.56"

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Summary for Pond 1P: Detention Pond

Inflow Area = 4.740 ac, 36.29% Impervious, Inflow Depth > 5.92" for 100-Year event
 Inflow = 36.74 cfs @ 12.16 hrs, Volume= 2.339 af
 Outflow = 15.11 cfs @ 12.42 hrs, Volume= 2.336 af, Atten= 59%, Lag= 15.5 min
 Primary = 15.11 cfs @ 12.42 hrs, Volume= 2.336 af
 Routed to Link 2L : Post

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,292.91' @ 12.42 hrs Surf.Area= 6,331 sf Storage= 21,711 cf

Plug-Flow detention time= 12.2 min calculated for 2.328 af (100% of inflow)
 Center-of-Mass det. time= 11.6 min (772.4 - 760.7)

Volume	Invert	Avail.Storage	Storage Description
#1	1,285.75'	37,664 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

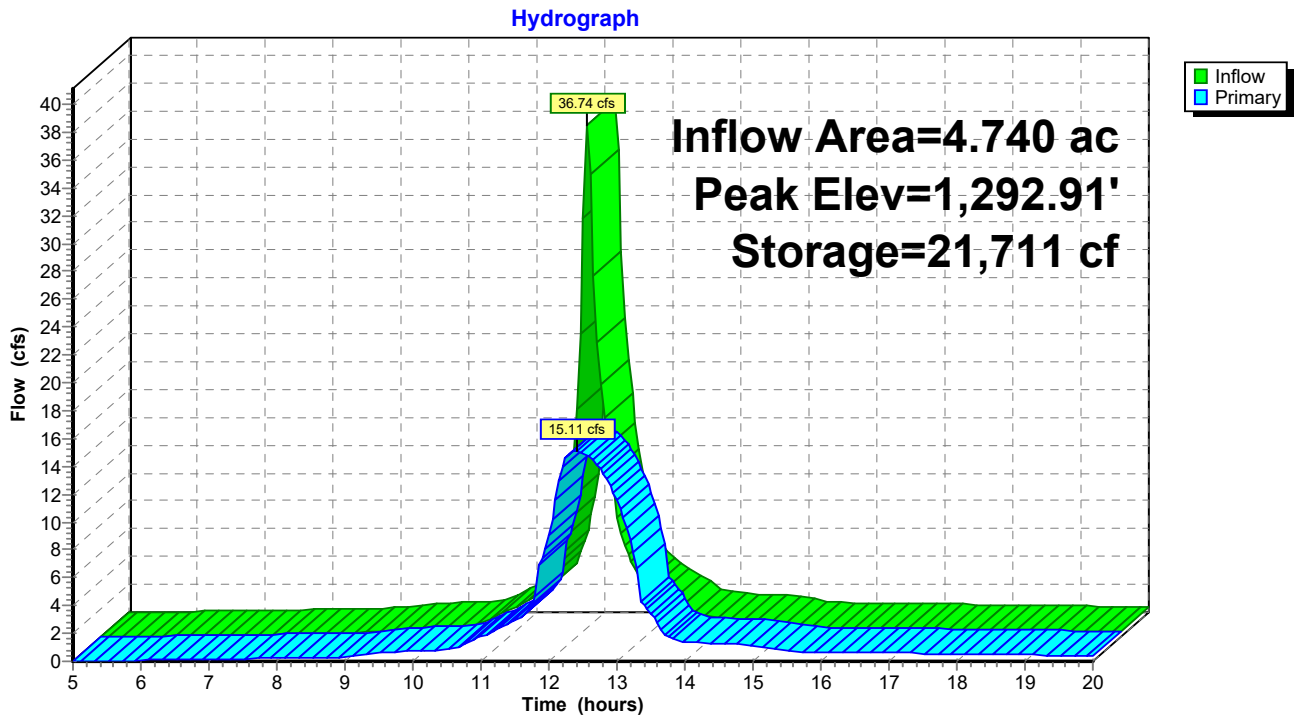
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,285.75	7	0	0
1,286.00	756	95	95
1,287.00	1,243	1,000	1,095
1,288.00	1,845	1,544	2,639
1,289.00	2,553	2,199	4,838
1,290.00	3,366	2,960	7,797
1,291.00	4,283	3,825	11,622
1,292.00	5,305	4,794	16,416
1,293.00	6,432	5,869	22,284
1,294.00	7,664	7,048	29,332
1,295.00	9,000	8,332	37,664

Device	Routing	Invert	Outlet Devices
#1	Primary	1,285.75'	15.0" Round Culvert L= 83.5' CMP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,285.75' / 1,285.16' S= 0.0071 '/' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 1.23 sf
#2	Device 1	1,285.75'	Custom Weir/Orifice, Cv= 2.62 (C= 3.28) Head (feet) 0.00 0.50 Width (feet) 1.50 1.50
#3	Device 1	1,287.50'	24.0" x 24.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=15.10 cfs @ 12.42 hrs HW=1,292.90' (Free Discharge)

- 1=Culvert (Inlet Controls 15.10 cfs @ 12.30 fps)
- 2=Custom Weir/Orifice (Passes < 9.68 cfs potential flow)
- 3=Orifice/Grate (Passes < 44.77 cfs potential flow)

Pond 1P: Detention Pond



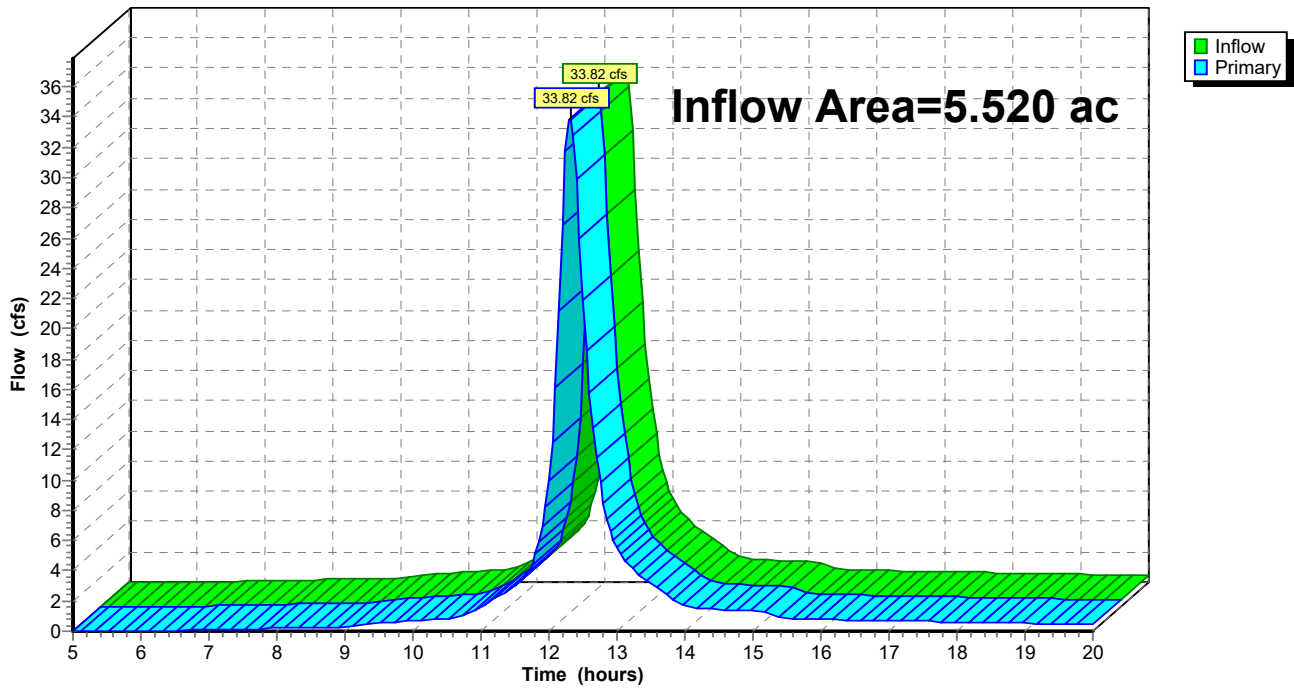
Summary for Link 1L: Pre

Inflow Area = 5.520 ac, 0.00% Impervious, Inflow Depth > 5.69" for 100-Year event
Inflow = 33.82 cfs @ 12.31 hrs, Volume= 2.618 af
Primary = 33.82 cfs @ 12.31 hrs, Volume= 2.618 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link 1L: Pre

Hydrograph



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MSE 24-hr 3 100-Year Rainfall=7.56"

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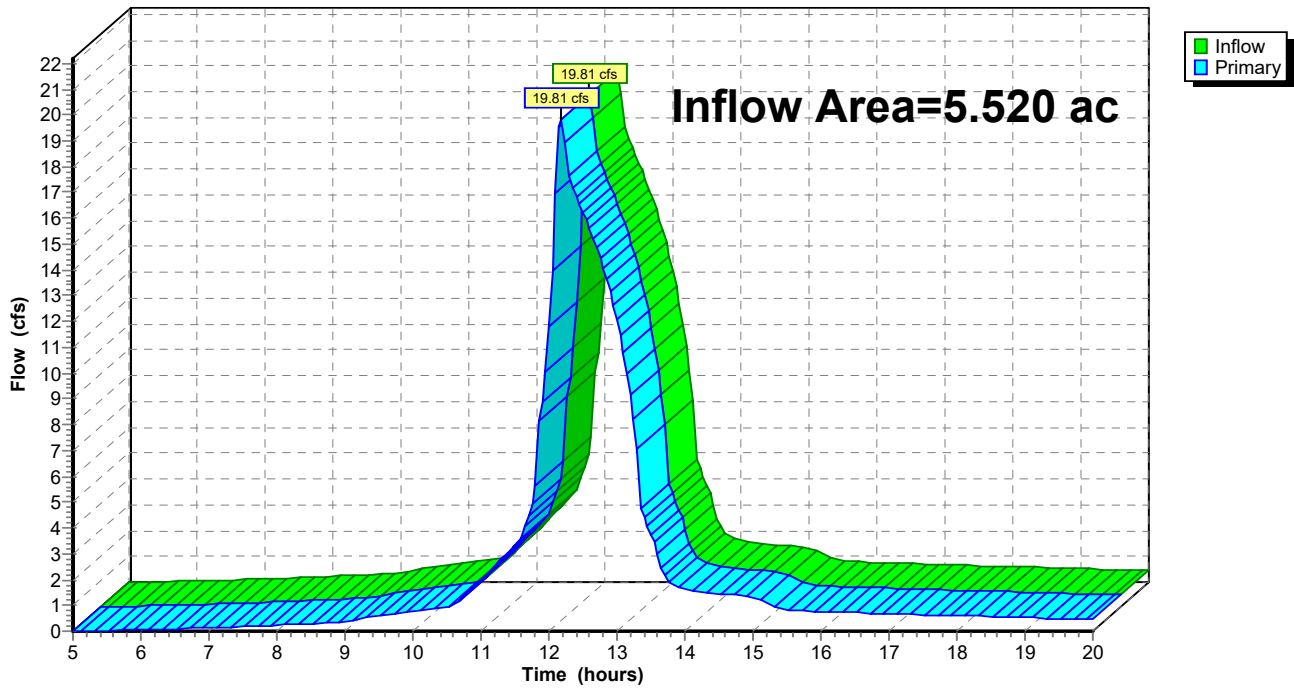
Summary for Link 2L: Post

Inflow Area = 5.520 ac, 31.16% Impervious, Inflow Depth > 5.79" for 100-Year event
Inflow = 19.81 cfs @ 12.17 hrs, Volume= 2.662 af
Primary = 19.81 cfs @ 12.17 hrs, Volume= 2.662 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

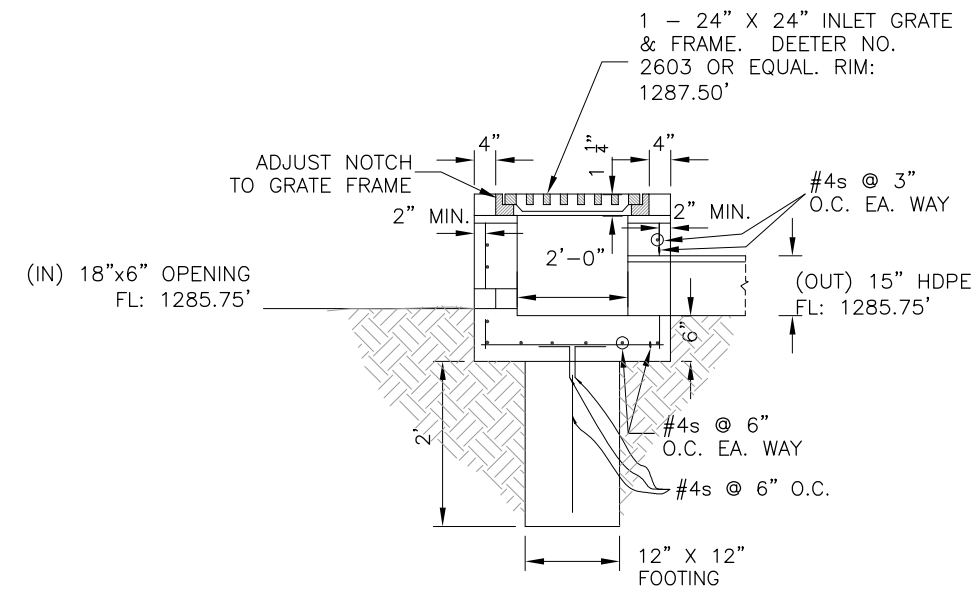
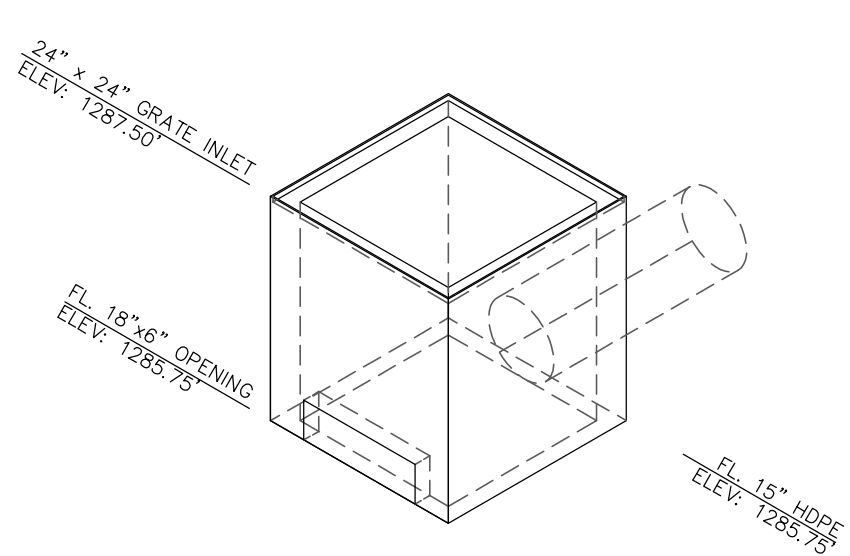
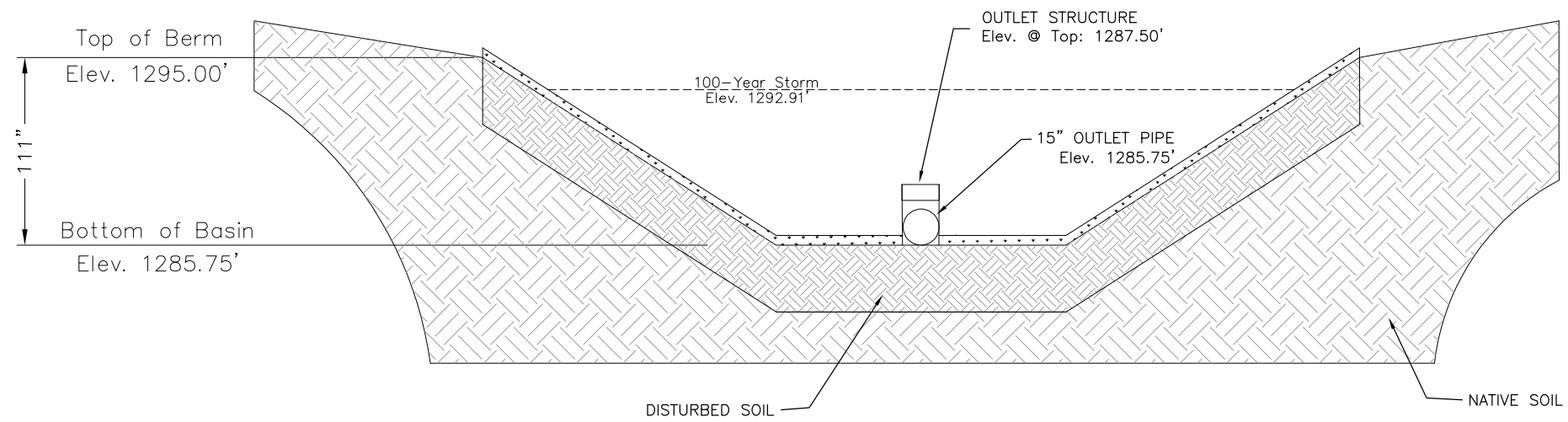
Link 2L: Post

Hydrograph



APPENDIX D

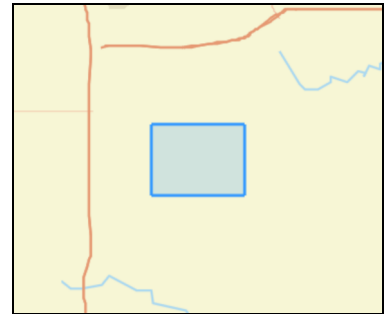
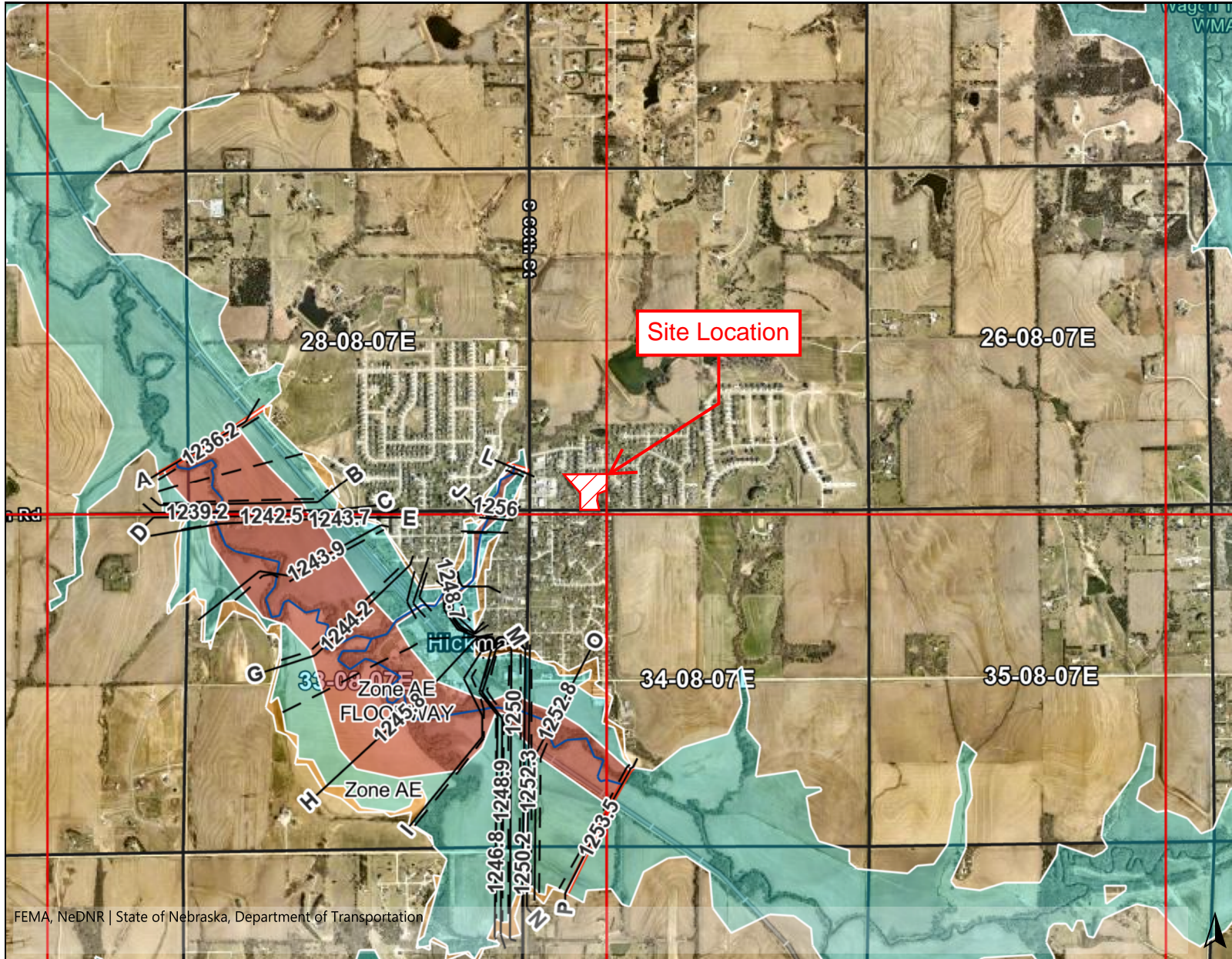
DETENTION POND DETAILS



DETENTION POND CROSS-SECTION AND OUTLET STRUCTURE

APPENDIX E

FLOODPLAIN FIGURE



Legend

BFE Determinations

- Valid BFE

Effective Paper Maps

- Effective Flood Zone

Effective Paper Maps

- 1% Annual Chance
- Regulatory Floodway
- 0.2% Annual Chance
- Reduced Risk Due to Levee

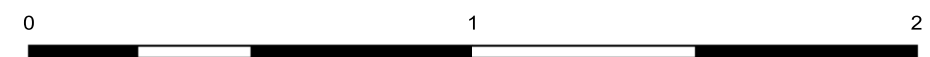
Flood Hazard Zones

- FIRM panels
- Cross-Sections
- Limit-Lines

Other Map Layers

- Sections
- Communities
- NRDs

FEMA, NeDNR | State of Nebraska, Department of Transportation

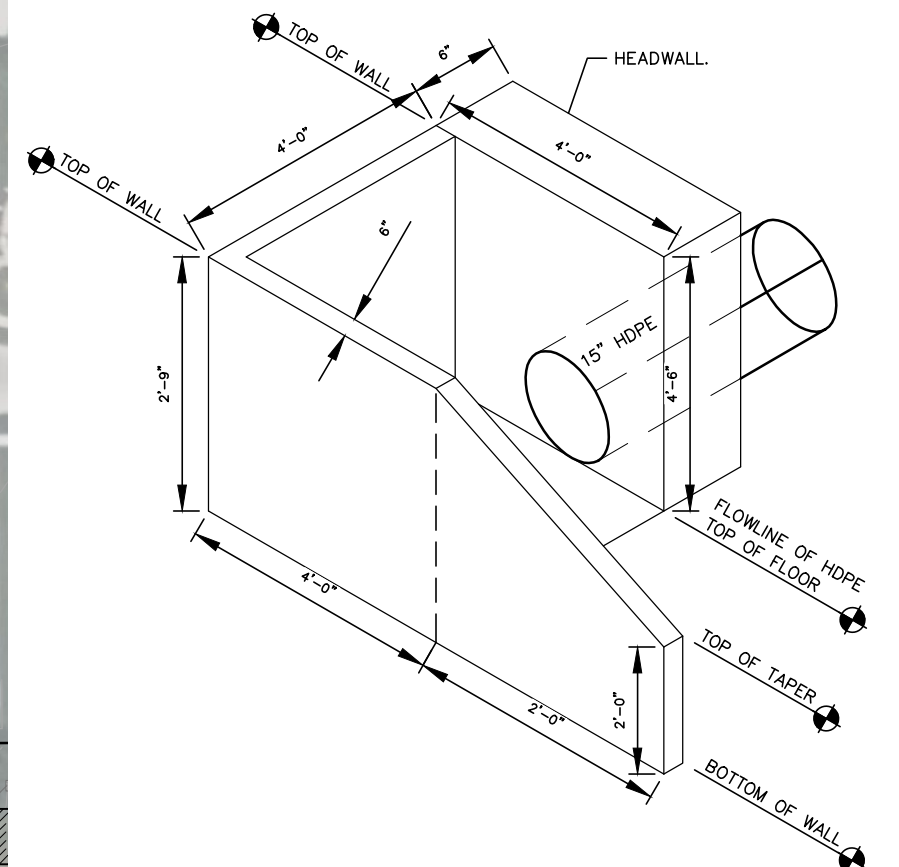
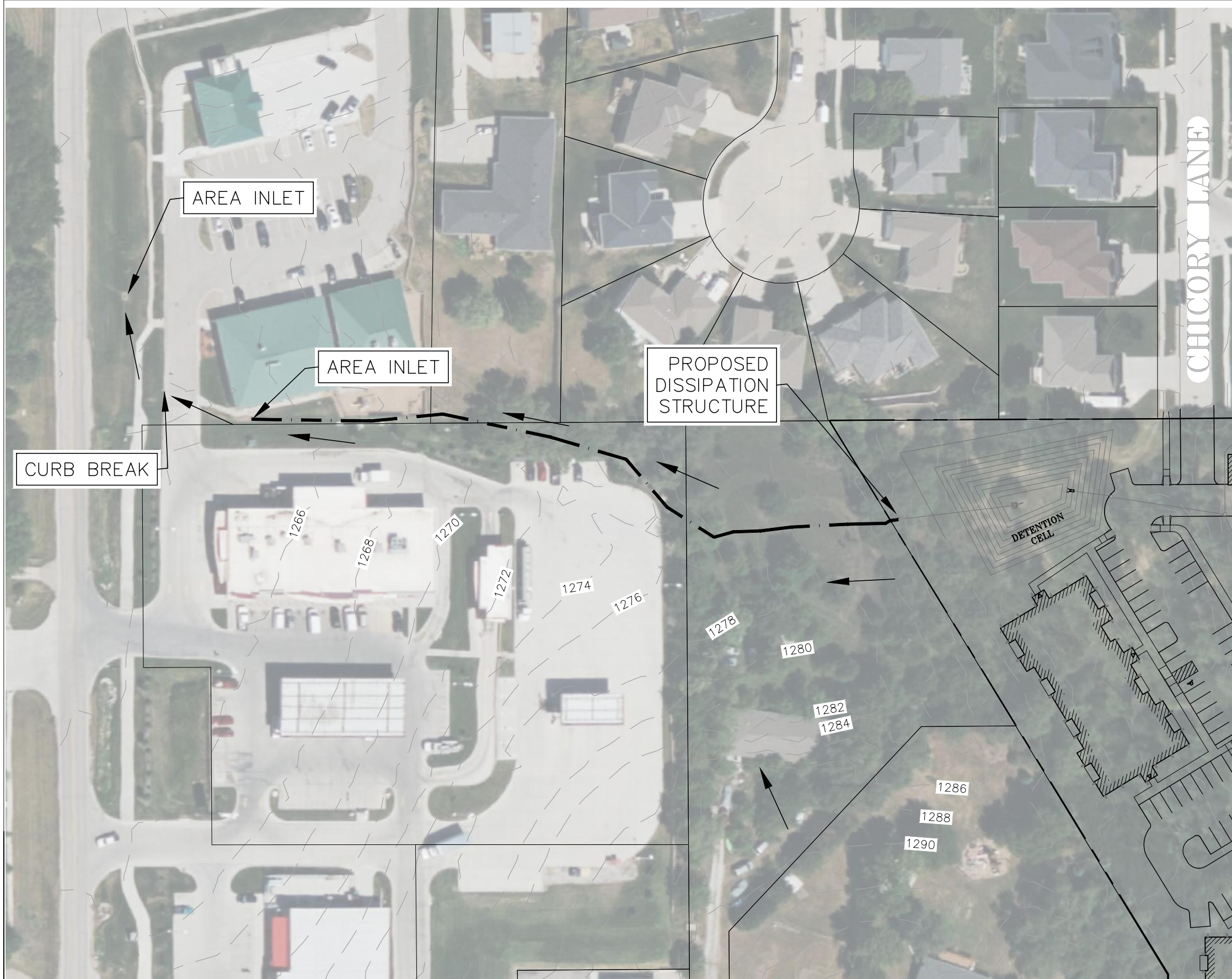


Date Printed: 8/28/2023

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



- NOTES:**
1. ALL REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM SERIAL DESIGNATION A-305-507 AND SHALL SATISFY THE BEND TEST REQUIREMENTS FOR STRUCTURAL GRADE STEEL IN ACCORDANCE WITH THE REQUIREMENTS.
 2. ALL CONCRETE SHALL BE L3500.
 3. MINIMUM DEPTH OF EMBEDMENT FOR REINFORCING STEEL SHALL BE 2" UNLESS OTHERWISE INDICATED.
 4. ALL REINFORCING STEEL SHALL BE EPOXY COATED.

DISSIPATION STRUCTURE DETAIL
NOT TO SCALE

JOB NAME: BARBER ESTATES ADDITION
LOCATION: CHICORY LANE AND HICKMAN ROAD

DESCRIPTION: OFFSITE IMPACT FROM DETENTION CELL

LEGEND	
	- WATER PATH
	- EXISTING CONTOURS
	- WATER FLOW DIRECTION

REGA ENGINEERING
 601 OLD CHENEY RD., SUITE A
 LINCOLN, NEBRASKA 68512
 (402).484.7342

DRAWN BY: JE	CHECKED BY: NB
SCALE: 1"=80'	
DATE: 11/28/2023	
JOB NUMBER	SHEET
211242	

- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- LAND SURVEYING
- IRRIGATION

NORTH
 SCALE 1" = 80'

Nebraska Department of Economic Development
Housing and Community Development Division

NOTIFICATION OF AUDIT FORM (NAA)

No later than 60 days after the fiscal yearend, per Federal Register 2 CFR 200 Subpart F – Audit Requirements, recipients of federal grants (e.g., CDBG, HOME, HTF, CARES Act) from the Nebraska Department of Economic Development (DED) must complete this form. Form instructions are on the following page.

1. **Grantee:** Hickman

2. **Identify the end date of the fiscal year:**
09/30/2023

3. **List all Federal Expenditures in the above fiscal year.**


<i>Source/Grant#</i>	<i>Amount</i>
18TD004	\$ 5,595.00
TOTAL	\$ 5,595.00

4. **Single Audit not required for total federal expenditures under \$750,000, OR**
 Single Audit required for total federal expenditures \$750,000 or more
**If a single audit is required, the grantee must have it conducted in accordance with Generally Accepted Government Auditing Standards and 2 CFR 200 Subpart F. Please forward a copy of the audit report to the department within 180 days of the grantee's fiscal year end.*

5. **Contact person for audit submittal:**

Name Jaala Johnson Title Clerk
Phone 402-792-2212 Email cityclerk@hickman.ne.gov

6. **Certification – must be signed by the Chief Elected Official or the Chief Financial Officer**
I certify that the amounts shown on this report accurately reflect the federal funds expended for the fiscal year indicated in Item 2 above.

Signature  Date 11-6-2023
Printed Name Kelly Oelke Title City Administrator

Submit This Completed Form and Audit Report Via:
Email: ded.audit.naa@nebraska.gov, or
Mail: Nebraska Department of Economic Development, PO Box 94666, Lincoln, NE 68509-4666

NOTIFICATION OF ANNUAL AUDIT INSTRUCTIONS

Who must complete NAA Form: all governmental entities and organizations receiving Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), National Housing Trust Funds (HTF) and/or Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

The federal act and 2 CFR 200 Part F require entities that expend \$750,000 or more during the entity's fiscal year in federal funds (from all sources) conduct a single audit for that fiscal year by an independent public accountant and provide a copy to DED. For more information regarding audit requirements, refer to Chapter 15 of the CDBG Administration Manual.

When due: 60 days after fiscal yearend to DED.

Where to submit: ded.audit.naa@nebraska.gov or Nebraska Department of Economic Development, PO Box 94666, Lincoln NE 68509-4666.

NAA FORM COMPLETION TIPS

Item 1: Identify the governmental entity or organization name.

Item 2: Indicate the entity or organization fiscal yearend date.

Item 3: Tabulate the expenditures within the last fiscal year of all federal sources of funds, including any local program funds considered federal funds (e.g., program income, revolving loan funds, etc.).

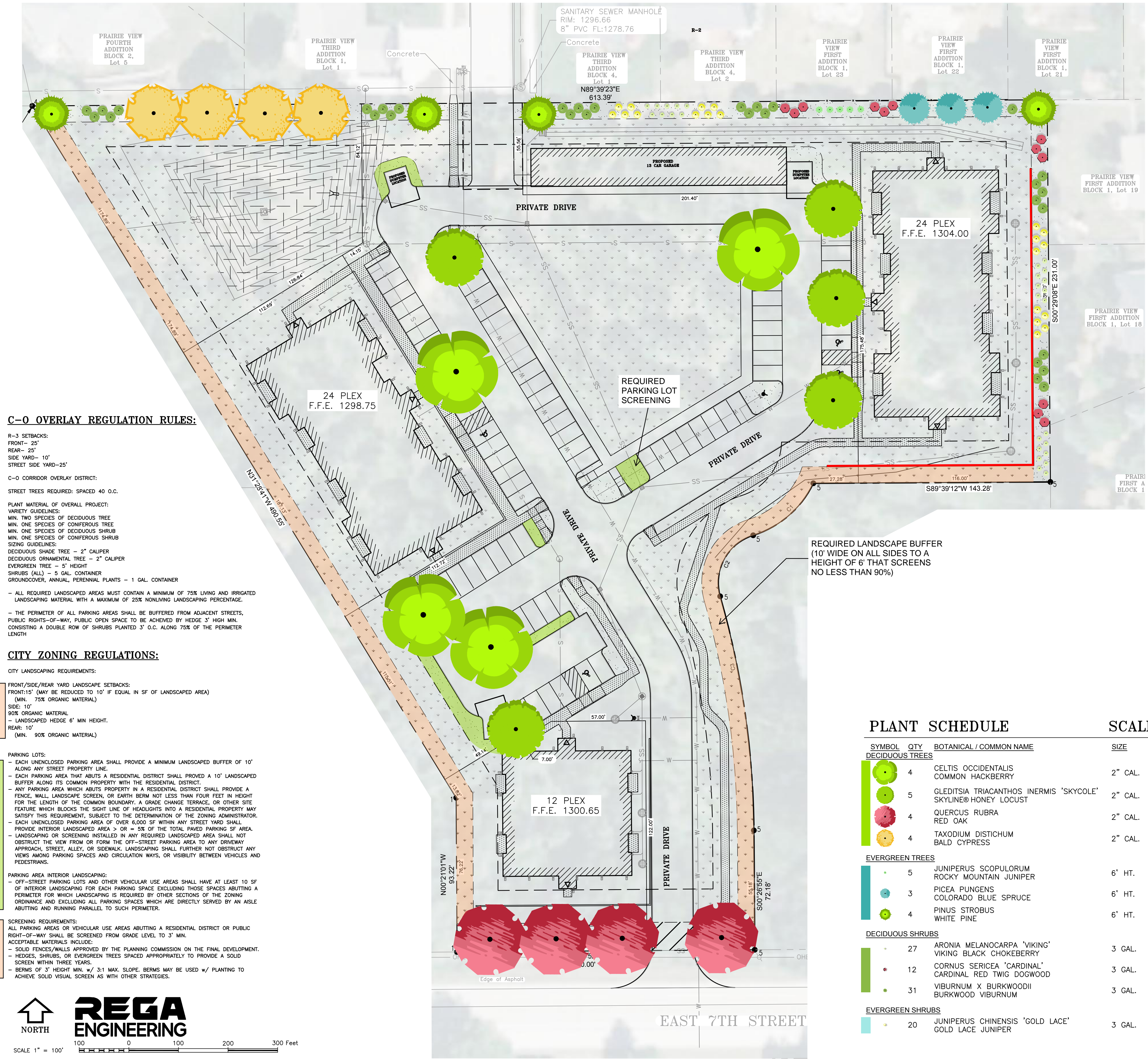
EXAMPLE: CDBG 15-DTR-106 \$180,000, FEMA/Disaster 4325 \$200,000, Highway Safety \$50,000, USDA \$500,000, SBA \$50,000, US Department of Transportation \$1,000,000, and/or other.

Item 4: Based upon the total federal expenditures indicated in Item 3 above, mark one box in this section to inform DED of the level of all federal expenditures. If federal expenditures exceed \$750,000, an audit report will be required to be submitted to DED within **180 days** after fiscal yearend.

Item 5: Indicate the person responsible for audit submittal.

Item 6: This signature must be the entity/organization Chief Elected Official or Chief Financial Officer.

BARBER ESTATES CONCEPTUAL LANDSCAPE PLAN



C-O OVERLAY REGULATION RULES:

R-3 SETBACKS:
FRONT- 25'
REAR- 25'
SIDE YARD- 10'
STREET SIDE YARD-25'

C-O CORRIDOR OVERLAY DISTRICT:
STREET TREES REQUIRED: SPACED 40 O.C.

PLANT MATERIAL OF OVERALL PROJECT:
VARIETY GUIDELINES:
MIN. TWO SPECIES OF DECIDUOUS TREE
MIN. ONE SPECIES OF CONIFEROUS TREE
MIN. ONE SPECIES OF DECIDUOUS SHRUB
MIN. ONE SPECIES OF CONIFEROUS SHRUB
SIZING GUIDELINES:
DECIDUOUS SHADE TREE - 2" CALIPER
DECIDUOUS ORNAMENTAL TREE - 2" CALIPER
EVERGREEN TREE - 5" HEIGHT
SHRUBS (ALL) - 5 GAL CONTAINER
GROUNDCOVER, ANNUAL, PERENNIAL PLANTS - 1 GAL CONTAINER

- ALL REQUIRED LANDSCAPED AREAS MUST CONTAIN A MINIMUM OF 75% LIVING AND IRRIGATED LANDSCAPING MATERIAL WITH A MAXIMUM OF 25% NONLIVING LANDSCAPING PERCENTAGE.

- THE PERIMETER OF ALL PARKING AREAS SHALL BE BUFFERED FROM ADJACENT STREETS, PUBLIC RIGHTS-OF-WAY, PUBLIC OPEN SPACE TO BE ACHIEVED BY HEDGE 3' HIGH MIN. CONSISTING A DOUBLE ROW OF SHRUBS PLANTED 3' O.C. ALONG 75% OF THE PERIMETER LENGTH

CITY ZONING REGULATIONS:

CITY LANDSCAPING REQUIREMENTS:

FRONT/SIDE/REAR YARD LANDSCAPE SETBACKS:
FRONT:15' (MAY BE REDUCED TO 10' IF EQUAL IN SF OF LANDSCAPED AREA)
(MIN. 75% ORGANIC MATERIAL)
SIDE: 10'
90% ORGANIC MATERIAL
- LANDSCAPED HEDGE 6' MIN HEIGHT.
REAR: 10'
(MIN. 90% ORGANIC MATERIAL)

PARKING LOTS:

- EACH UNENCLOSED PARKING AREA SHALL PROVIDE A MINIMUM LANDSCAPED BUFFER OF 10' ALONG ANY STREET PROPERTY LINE.
- EACH PARKING AREA THAT ABUTS A RESIDENTIAL DISTRICT SHALL PROVIDE A 10' LANDSCAPED BUFFER ALONG ITS COMMON PROPERTY WITH THE RESIDENTIAL DISTRICT.
- ANY PARKING AREA WHICH ABUTS PROPERTY IN A RESIDENTIAL DISTRICT SHALL PROVIDE A FENCE, WALL, LANDSCAPE SCREEN, OR EARTH BERM NOT LESS THAN FOUR FEET IN HEIGHT FOR THE LENGTH OF THE COMMON BOUNDARY. A GRADE CHANGE TERRACE, OR OTHER SITE FEATURE WHICH BLOCKS THE SIGHT LINE OF HEADLIGHTS INTO A RESIDENTIAL PROPERTY MAY SATISFY THIS REQUIREMENT, SUBJECT TO THE DETERMINATION OF THE ZONING ADMINISTRATOR.
- EACH UNENCLOSED PARKING AREA OF OVER 6,000 SF WITHIN ANY STREET YARD SHALL PROVIDE INTERIOR LANDSCAPED AREA > OR = 5% OF THE TOTAL PAVED PARKING SF AREA.
- LANDSCAPING OR SCREENING INSTALLED IN ANY REQUIRED LANDSCAPED AREA SHALL NOT OBSTRUCT THE VIEW FROM OR FORM THE OFF-STREET PARKING AREA TO ANY DRIVEWAY APPROACH, STREET, ALLEY, OR SIDEWALK. LANDSCAPING SHALL FURTHER NOT OBSTRUCT ANY VIEWS AMONG PARKING SPACES AND CIRCULATION WAYS, OR VISIBILITY BETWEEN VEHICLES AND PEDESTRIANS.

PARKING AREA INTERIOR LANDSCAPING:

- OFF-STREET PARKING LOTS AND OTHER VEHICULAR USE AREAS SHALL HAVE AT LEAST 10 SF OF INTERIOR LANDSCAPING FOR EACH PARKING SPACE EXCLUDING THOSE SPACES ABUTTING A PERIMETER FOR WHICH LANDSCAPING IS REQUIRED BY OTHER SECTIONS OF THE ZONING ORDINANCE AND EXCLUDING ALL PARKING SPACES WHICH ARE DIRECTLY SERVED BY AN AISLE ABUTTING AND RUNNING PARALLEL TO SUCH PERIMETER.

SCREENING REQUIREMENTS:

ALL PARKING AREAS OR VEHICULAR USE AREAS ABUTTING A RESIDENTIAL DISTRICT OR PUBLIC RIGHT-OF-WAY SHALL BE SCREENED FROM GRADE LEVEL TO 3' MIN.
ACCEPTABLE MATERIALS INCLUDE:
- SOLID FENCES/WALLS APPROVED BY THE PLANNING COMMISSION ON THE FINAL DEVELOPMENT.
- HEDGES, SHRUBS, OR EVERGREEN TREES SPACED APPROPRIATELY TO PROVIDE A SOUND SCREEN WITHIN THREE YEARS.
- BERMS OF 3' HEIGHT MIN. w/ 3:1 MAX. SLOPE. BERMS MAY BE USED w/ PLANTING TO ACHIEVE SOLID VISUAL SCREEN AS WITH OTHER STRATEGIES.

Deciduous Trees



Evergreen Trees



Deciduous Shrubs



Evergreen Shrubs



REQUIRED LANDSCAPE BUFFER
(10' WIDE ON ALL SIDES TO A
HEIGHT OF 6' THAT SCREENS
NO LESS THAN 90%)

PLANT SCHEDULE

SCALE: 1" = 30'

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	DETAIL	MATURE HEIGHT	MATURE WIDTH	SEASON OF BLOOM
DECIDUOUS TREES								
	4	CELTIS OCCIDENTALIS COMMON HACKBERRY	2" CAL.	B&B		40 - 65ft. ht.	40 - 65ft. w.	Early Spring, Mid-spring, Late Spring
	5	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE' SKYLINE HONEY LOCUST	2" CAL.	B&B		40 - 65ft. ht.	25 - 40ft. w.	Mid-spring, Late Spring, Early Summer, Mid-summer
	4	QUERCUS RUBRA RED OAK	2" CAL.	B&B		40 - 65ft. ht.	40 - 65ft. w.	Mid-spring, Late Spring
	4	TAXODIUM DISTICHUM BALD CYPRESS	2" CAL.	B&B		40 - 65ft. ht.	25 - 40ft. w.	Non-blooming
EVERGREEN TREES								
	5	JUNIPERUS SCOPULORUM ROCKY MOUNTAIN JUNIPER	6' HT.	POT		10 - ' ht.	10 - 15ft. w.	Non-blooming
	3	PICEA PUNGENS COLORADO BLUE SPRUCE	6' HT.	B&B		40 - 65ft. ht.	15 - 25ft. w.	Non-blooming
	4	PINUS STROBUS WHITE PINE	6' HT.	B&B		40 - 65ft. ht.	25 - 40ft. w.	Non-blooming
DECIDUOUS SHRUBS								
	27	ARONIA MELANOCARPA 'VIKING' VIKING BLACK CHOKEBERRY	3 GAL.	POT		3 - 6ft. ht.	3 - 6ft. w.	Mid-spring
	12	CORNUS SERICEA 'CARDINAL' CARDINAL RED TWIG DOGWOOD	3 GAL.	POT		6 - 10ft. ht.	6 - 10ft. w.	Late Spring, Early Summer, Mid-summer, Mid-fall
	31	VIBURNUM X BURKWOODII BURKWOOD VIBURNUM	3 GAL.	POT		6 - 10ft. ht.	6 - 10ft. w.	Mid-spring, Late Spring
EVERGREEN SHRUBS								
	20	JUNIPERUS CHINENSIS 'GOLD LACE' GOLD LACE JUNIPER	3 GAL.	POT		3 - 6ft. ht.	3 - 6ft. w.	Non-blooming

CITY OF HICKMAN, NEBRASKA

RESOLUTION # 2023-26

(Blight and Substandard Declaration – Redevelopment Area #2)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HICKMAN, NEBRASKA, DECLARING A PORTION OF THE CITY OF HICKMAN, NEBRASKA TO BE BLIGHTED AND SUBSTANDARD.

RECITALS

A. It is desirable and in the public interest of the City of Hickman, Nebraska (the “City”) to undertake and carry-out redevelopment projects in areas of the City that are determined to be substandard and blighted and in need of redevelopment.

B. The Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended (the “Act”), prescribes the requirements and procedures for the planning and implementation of redevelopment projects.

C. Section 18-2109 of the Act requires that, prior to the preparation of a redevelopment plan for a redevelopment project, the City Council as the governing body of the City, by resolution, declare the area to be a substandard and blighted area in need of redevelopment.

D. Hanna: Keelan Associates, P.C. has prepared the Blight and Substandard Study (the “Blight and Substandard Study”) for a certain portion of the City described as:

Lots One (1) and Two (2), Wizkidz Addition, Lancaster County, Nebraska
(Parcel ID numbers: 1527321001000 and 1527321002000)
 (“Redevelopment Area #2”).

E. A copy of the Blight and Substandard Study is on file with the City Clerk.

F. On October 10, 2023, the City Council held a public hearing on the question of whether the Redevelopment Area #2 is substandard and blighted and in need of redevelopment, as defined in and pursuant to the Act. All interested parties were afforded a reasonable opportunity to express their views respecting the submitted question.

G. Prior to the public hearing, said question was submitted to the Planning Commission of the City for its review and recommendation. The Planning Commission recommended that Redevelopment Area #2 NOT be declared substandard and blighted and in need of redevelopment in accordance with the Act.

H. The City Council has reviewed the Blight and Substandard Study and the blight and substandard requirements set forth in the Act.

I. The City Council has reviewed the recommendations received from the Planning Commission and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hickman, Nebraska as follows:

1. The Redevelopment Area #2 is hereby declared to be substandard and in need of redevelopment pursuant to the Act, in that conditions now exist in said area meeting the criteria set forth in Section 2103(31) of the Act, as described and set forth in the Blight and Substandard Study.
2. The Redevelopment Area #2 is hereby declared to be blighted and in need of redevelopment pursuant to the Act, in that conditions now exists in said area which meet one or more of the factors set forth in Section 18-2103(3)(a) of the Act and at least one of the factors set forth in (i) to (v) of Section 18-2103(3)(b) of the Act, as described and set forth in the Blight and Substandard Study.
3. The blighted and substandard conditions existing in the Redevelopment Area #2 are beyond remedy and control solely through the regulatory process and the exercise of police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided by the Act, and the elimination of said blighted and substandard conditions under the authority of the Act is hereby found to be a public purpose and declared to be in the public interest.
4. The Redevelopment Area #2 is in need of redevelopment and is an eligible site for a redevelopment project under the provisions of the Act.

Dated this 28th day of November, 2023.

CITY OF HICKMAN, NEBRASKA

By: _____
Mayor Phil Goering

ATTEST: _____
Jaala Johnson, City Clerk

MINUTES OF THE HICKMAN PLANNING COMMISSION MEETING
October 3, 2023

Call to Order

Planning Commission Chair, Josh Maurer, called the Hickman Planning Commission Meeting to order at 7:00 PM on Tuesday, October 3, 2023. Notices of the meeting were distributed and posted at the Hickman City Hall, U.S. Post Office-Hickman, and U-Stop Market. The Open Meeting Laws Act, document placement in the meeting room and Executive Closed Session allowances were acknowledged and referenced. The participant sign-in sheet, registered agenda topic speaker cards and the meeting recording process were referenced.

Roll Call

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

Approval of Minutes

Chair Maurer presented the July 18, 2023 Planning Commission Special Meeting Minutes. Motion by Planning Commission Member Brandt and a second by Pomajzl to approve the July 18, 2023 Planning Commission Special Meeting Minutes. The following Planning Commission Members voted “YEA,” Pomajzl, Kulwicki, Tran, Maurer, Huenink, Nore, and Brandt. The following PC Members voted “NAY,” none. PC Member Ostrander voted “ABSTAINED”. Motion passed 7-0.

Presentations & Introductions

Mr. Andrew Willis of Cline Williams presented to the City of Hickman a high level overview on the redevelopment area #2 Blight and Substandard Study.

Staff Reports

The City Zoning Enforcement Officer gave a summary on the Annexation request of Wizkidz Addition Lots 1 & 2, and lot 3 SW S27, T8, R7, 6th Principal Meridian and extension of the extraterritorial jurisdiction including amending the official zoning map with the changes.

The City Zoning Enforcement Officer gave a summary on the Permit # 2023-125 Preliminary Plat application for Barber Addition Subdivision and Permit # 2023-126 Final Plat application for Barber Addition Subdivision. City staff recommended conditional approval by the Planning Commission to the City Council on the Preliminary Plat and Final Plat for Barber Addition Subdivision, amending the subdivision name on both plats to “Barber Estates Addition” with the following conditions: 1. To allow internal lots to have a zero-foot setback for principal and accessory buildings, if, the minimum distance between buildings complies with building codes and state fire marshal requirements, and in no case shall a building be constructed over a lot line. 2. To allow a 20-foot building setback around the exterior perimeter as shown on the final plat. 3. To allow off-street parking to be constructed to a minimum requirement of 1.5 stalls per dwelling unit. And 4. To allow the pedestrian sidewalk to loop internally.

Justin Stark, City Engineer, gave a summary on the Barber Estates Addition. Mr. Stark recommended looking at the detention cell as it is located in the northwest corner of the subdivision and will have an outlet that directs to the west and wants to make sure there is no impact to the adjacent properties. Mr. Stark recommends the design engineer needs to consider potential impacts of the concentrated flow to the adjacent property and potentially look at the grading design and storm sewer design.

Public Hearings

- A. The purpose of the hearing is to provide an opportunity for Public Comment on a request from Wizkidz, LLC and Rebecca & Van O'Connor for the annexation of properties generally located North of Hickman Road and East of 68th Street, with the legal descriptions as follows: Parcel ID: 1527300002000 Legal Description: S27, T8, R7, 6th Principal Meridian, Lot 3 SW; Parcel ID: 1527321001000 Site Address: 18610 S 68TH ST, HICKMAN, NE 68372 Legal Description: Wizkidz Addition, Lot 1; Parcel ID: 1527321002000 Legal Description: Wizkidz Addition, Lot 2. And to extend the Extraterritorial Jurisdiction (ETJ) upon approval of the annexation of said properties, and to amend the Official Zoning Map of the City of Hickman to reflect said changes. Planning Commission Chair Maurer opened the Public Hearing at 7:44 PM.

Chair Maurer called those speaking in favor to come forward to the podium to be heard.

Andrew Willis of Cline Williams, 233 S. 13th Street, Lincoln, NE 68501, spoke on behalf of Cline Williams and also in favor and gave a brief overview of how the annexation and declaration of blighted and substandard go hand in hand. Mr. Williams explained that the TIF funds will help with providing services to the annexed lots and is a necessary step in this process.

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

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

Motion by Planning Commission Member Nore and a second by Tran to close the Public Hearing at 7:46 PM. The following Planning Commission Members voted "YEA," Pomajzl, Kulwicki, Tran, Ostrander, Maurer, Huenink, Nore, and Brandt. The following Planning Commission Members voted "NAY," none. Motion passed 8-0.

- B. The purpose of the public hearing is to obtain public comment prior to consideration of the declaration of the following areas of the City as blighted and substandard and in need of redevelopment pursuant to the Nebraska Community Development Law: Lots One (1) and Two (2), Wizkidz Addition, Lancaster County, Nebraska (Parcel ID numbers: 1527321001000 and 1527321002000). Planning Commission Chair Maurer opened the Public Hearing at 7:47 PM.

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

Chair Maurer called those speaking in opposition to come forward to the podium to be heard. Walt Nelson, 825 E. 9th Street, Hickman, NE 68372, spoke in opposition. Mr. Nelson gave the definition of Tax Improvement Funding (TIF) and explained other projects that TIF money has been used for within Hickman. Mr. Nelson felt this does not qualify as Blighted and Substandard. Mr. Nelson stated how taxes have recently increased and does not agree with asking the citizens to pay more in taxes to help fund this project.

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

Motion by Planning Commission Member Pomajzl and a second by Huenink to close the Public Hearing at 7:53 PM. The following Planning Commission Members voted "YEA," Pomajzl, Kulwicki, Tran, Ostrander, Maurer, Huenink, Nore, and Brandt. The following Planning Commission Members voted "NAY," none. Motion passed 8-0.

- C. The purpose of the hearing is to provide an opportunity for public comment on a replat of a future developable outlot into buildable lots for three multi-family units, garage unit(s), and outlot(s) in Hickman's municipal limits using 4.28 acres, as shown on the Preliminary Plat for Barber Addition. The application, on behalf of Fun LLC and Matthew Barber, is provided by REGA Engineering Group Inc. The lot is generally located north of 7th Street (Hickman Road) and approximately 828 feet east of Chestnut Street (S. 68th Street). Parcel ID: 15273190020000 Legal Description: Tower Ridge Addition, Outlot A, Hickman, NE 68372. Located in the SW ¼ of S27, T8, R7, 6th Principal Meridian, Lancaster County, Nebraska. Planning Commission Chair Maurer opened the Public Hearing at 7:54 PM.

Chair Maurer called those speaking in favor to come forward to the podium to be heard.

Nate Burnett, with REGA Engineering, 601 Old Cheney Road, Lincoln, NE 68512, spoke in favor. Mr. Burnett gave a high level overview of the project and wanted to note REGA Engineering is not asking for a change of zone. Mr. Burnett explained how the community has shown a need for multi-family housing within the City of Hickman according to the 2016 Housing Study. Mr. Burnett explained the project will have 60 units in total; two, twenty-four plex apartments and one, twelve plex apartment. Mr. Burnett also shared a brief explanation of the grassed area near Chicory Lane that is in place to provide a secondary access for the Fire Department in the event of an emergency.

Walt Nelson, 825 E 9th Street, Hickman, NE 68372, spoke in favor. Mr. Nelson stated his is in favor of diversity and housing to bring in people to live and work within the community. Mr. Nelson asked the people within the audience to stand up if they are interested in this project and eight people stood in support. Mr. Nelson explained his concerns with the potential of vehicles exiting onto Chicory Lane into the subdivision he lives within, having a buffer or fence between the single family (R2) houses and the multi-unit (R3) houses, gaps within the trees, and the water run-off will change once sidewalks, etc, go in. Mr. Nelson is also concerned how the developer has many interests that tend to lengthen the timeline of his projects.

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

Chair Maurer called those speaking in a neutral capacity to come forward to the podium to be heard.

Chelsea Hood Reese, 795 E 9th St, Hickman, NE 68372, spoke in a neutral capacity. Mrs. Hood Reese recognized the need for housing within the community. Mrs. Hood Reese explained she considered herself a neighbor to this project and with that brings concerns. These concerns are access to Chicory Lane, school bus traffic, the retention pond and requests additional investigation for potential flooding, utilities to support the growth this project will bring, the waiver to adjust the setbacks and zoning, parking within the subdivision and what the plan for overflow is, accountability for the overgrowth of vegetation that is encroaching on existing properties, and how the timeline of the project seems rushed.

John Macke, 895 Chicory Lane, Hickman, NE 68372, spoke in a neutral capacity. Mr. Macke explained he does share the same concerns as the others who spoke before him. Mr. Macke asked for the consideration of the sidewalk to also connect to the trail along Hickman Road instead of just Chicory Lane for the potential children and residents who will be residing within this subdivision.

Motion by Planning Commission Member Brandt and a second by Nore to close the Public Hearing at 8:18 PM. The following Planning Commission Members voted "YEA," Pomajzl, Kulwicki, Tran, Ostrander, Maurer, Huenink, Nore, and Brandt. The following Planning Commission Members voted "NAY," none. Motion passed 8-0.

- D. The purpose of the hearing is to provide an opportunity for public comment on a replat of a future developable outlot into lots and outlot(s) in Hickman's municipal limits using 4.28 acres, as shown on the Final Plat for Barber Addition. The application, on behalf of Fun LLC and Matthew Barber, is provided by REGA Engineering Group Inc. The lot is generally located north of 7th Street (Hickman Road) and approximately 828 feet east of Chestnut Street (S. 68th Street). Parcel ID: 15273190020000 Legal Description: Tower Ridge Addition, Outlot A, Hickman, NE 68372. Located in the SW ¼ of S27, T8, R7, 6th Principal Meridian, Lancaster County, Nebraska. Planning Commission Chair Maurer opened the Public Hearing at 8:18 PM.

Chair Maurer called those speaking in favor to come forward to the podium to be heard.

Nate Burnett, with REGA Engineering, 601 Old Cheney Road, Lincoln, NE 68512 spoke in favor. Mr. Burnett shared how REGA Engineering has been extensively working with Mr. Barber and the City of Hickman on this project for the last eighteen months and assured those present the project has not been rushed. Mr. Burnett explained the emergency access for the Fire Department will have a curb and the ability to get through there will be partially blocked by a garage making it difficult for a resident to utilize this as a secondary exit. Mr. Burnett also explained how the waiver for the twenty foot setback is due to the location of an exit door in one area where Lancaster County requested an additional seventeen feet of right of way. Mr. Burnett stated this could be changed to state the specific area of the twenty foot setback as the rest of the project adheres to the twenty-five foot setbacks.

Walt Nelson, 825 E 9th Street, Hickman, NE 68372, spoke in favor. However, Mr. Nelson, would like the sidewalks looked into as these new residents will want to utilize the trails.

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

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

Motion by Planning Commission Member Nore and a second by Ostrander to close the Public Hearing at 8:26 PM. The following Planning Commission Members voted "YEA," Pomajzl, Kulwicki, Tran, Ostrander, Maurer, Huenink, Nore, and Brandt. The following Planning Commission Members voted "NAY," none. Motion passed 8-0.

Unfinished Business – None

New Business

- A. Recommendation to the City Council for the annexation of properties generally located North of Hickman Road and East of 68th Street. The application was received from Wizkidz, LLC and Rebecca & Van O'Connor. Legal descriptions: S27, T8, R7, 6th Principal Meridian, Lot 3 SW; Wizkidz Addition, Lot 1; Wizkidz Addition, Lot 2. And to extend the Extraterritorial Jurisdiction (ETJ) and amend the Official Zoning Map of the City of Hickman to reflect the changes.

Chair Maurer invited Justin Stark, City Engineer, to address the Governing Body. Planning Commission Members discussed with Mr. Stark on the current capacity for utilities within Hickman. Mr. Stark explained to the Planning Commission Members the current capacity for water and wastewater can provide for this proposed development today.

Motion by Planning Commission Member Pomajzl and a second by Maurer to recommend approval to the City Council for the annexation of the three parcels; Wizkids Addition, Lots 1 and 2; and Lot 3 SW of Section 27, Township 8, Range 7, 6th Principal Meridian, into the City Limits of Hickman, extending the Extraterritorial Jurisdiction, and amending the Official Zoning Map of the City of Hickman. The following Planning Commission Members voted "YEA," Pomajzl, Kulwicki, Tran, Ostrander, Maurer, Huenink, Nore, and Brandt. The following Planning Commission Members voted "NAY," none. Motion passed 8-0.

- B. Recommendation to the City Council for the declaration of areas as blighted and substandard and in need of redevelopment pursuant to the Nebraska Community Development Law. Legal Descriptions: Lots One (1) and Two (2), Wizkidz Addition, Lancaster County, Nebraska.

Planning Commission Members, Ostrander and Brandt, expressed concerns regarding the property being Blighted and Substandard. Planning Commission Member Brandt also expressed concerns with the developer being the one to hire the Blight and Substandard study and can be viewed as a conflict of interest. Chair Maurer explained how there were other business developments within this area that were declared Blighted and Substandard but did not utilize Tax Improvement Funding (TIF). Chair Maurer stated how an area being declared Blighted and Substandard does not guarantee the TIF funding will be approved. Chair Maurer also noted the Planning Commission is making a recommendation to the City Council regarding the declaration of Blight and Substandard and the City Council will be the ones who ultimately make this decision. Planning Commission Member Tran stated with this agenda topic, it is the Planning Commission's roll to determine if this meets the criteria of Blighted by definition with Nebraska State Statute.

Motion by Planning Commission Member Brandt and a second by Ostrander to recommend the denial to the City Council on the declaration of Redevelopment Area #2 as Blighted and Substandard due to the conflict of interest of the study. The following Planning Commission Members voted "YEA," Pomajzl, Kulwicki, Tran, Ostrander, Huenink, Nore, and Brandt. The following Planning Commission Members voted "NAY," Maurer. Motion passed 7-1.

- C. Recommendation to the City Council for the Preliminary Plat for Barber Addition. The application, on behalf of Fun LLC and Matthew Barber, is provided by REGA Engineering Group Inc. Legal Description: Tower Ridge Addition, Outlot A, Hickman, NE 68372.

Chair Maurer invited Nate Burnett, with REGA Engineering, to address the Governing Body and present the Preliminary Plat for Barber Addition. Planning Commission Members discussed with Mr. Burnett their concerns of fire truck access within the subdivision, a sidewalk to connect to Seventh Street, and vegetation to provide screening along the north.

Chair Maurer invited Justin Stark, City Engineer, to address the Governing Body. Planning Commission Members discussed with Mr. Stark their concerns with the retention pond and where the drainage will flow to.

Motion by Planning Commission Member Kulwicki and a second by Ostrander to recommend conditional approval to the City Council on the Preliminary Plat for Barber Addition Subdivision, amending the subdivision name to "Barber Estates Addition Preliminary Plat" with the following conditions: 1. To allow internal lots to have a zero-foot setback for principal and accessory buildings, if, the minimum distance between buildings complies with building codes and state fire marshal requirements, and in no case shall a building be constructed over a lot line. 2. To allow a twenty foot building setback around the south side of property and amend the waiver to state a twenty foot setback on the south side only. 3. To allow off-street parking to be constructed to a minimum requirement is 1.5 stalls per dwelling unit. 4. To allow the pedestrian sidewalk to loop internally. 5. To provide a sidewalk connection to Seventh Street. 6. To provide additional study and development into the retention pond drainage. 7. To provide vegetation, opposed to a fence, for screening on the north side in the open spaces where the garage is not located. Planning Commission Member Kulwicki made a Friendly Amendment to his motion and a second by Ostrander, to add additional information on the retention cell and be approved to the satisfaction of the City Engineer. The following Planning Commission Members voted "YEA," Pomajzl, Kulwicki, Tran, Ostrander, Maurer, Huenink, Nore, and Brandt. The following Planning Commission Members voted "NAY," none. Motion passed 8-0.

- D. Recommendation to the City Council for the Final Plat for Barber Addition. The application, on behalf of Fun LLC and Matthew Barber, is provided by REGA Engineering Group Inc. Legal Description: Tower Ridge Addition, Outlot A, Hickman, NE 68372.

Motion by Planning Commission Member Nore and a second by Ostrander to recommend conditional approval to the City Council on the Final Plat for Barber Addition Subdivision, amending the subdivision name to "Barber Estates Addition Final Plat" with the following condition: The recommendations from the Planning Commission and the City Engineer regarding the preliminary Plat and supplemental documents are resolved prior to approval of the Final Plat by the City Council. The following Planning Commission Members voted "YEA," Pomajzl, Kulwicki, Tran, Ostrander, Maurer, Huenink, Nore, and Brandt. The following Planning Commission Members voted "NAY," none. Motion passed 8-0.

Planning Commission Comments & Correspondence

Planning Commission Member Brandt asked city staff to provide her with information on who is on the Hickman Area Economic Development Committee and how often they meet. Planning Commission Member Brandt also recommended city staff to look over the City Website and make any necessary updates needed, to look into the possibility of Planning Commission Members receiving information on the Planning Commission Meetings earlier than the Friday before the meetings, and to consider communication with the Planning Commission Members on meetings involving current purposed projects held by entities outside of the City of Hickman.

Meeting Adjournment

Motion by Planning Commission Member Brandt and a second by Maurer to adjourn the meeting. The following Planning Commission Members voted "YEA," Pomajzl, Kulwicki, Tran, Ostrander, Maurer, Huenink, Nore, and Brandt. The following Planning Commission Members voted "NAY," none. Motion passed 8-0.

Josh Maurer, Chair

Date

Karissa Draper, Recording Clerk

Date

DRAFT

The Voice News

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

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	3029010	DUE DATE	10/21/2023
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BILL TO
City of Hickman ATTN: Clerk 115 Locust Street Hickman, NE 68372

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

VOICE NEWS

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

NOTICE OF PUBLIC HEARING

Public notice is hereby given by the Mayor and City Council of the City of Hickman, Nebraska, that a public hearing will be held at 7:00 p.m. on Tuesday, October 10, 2023, in the Hickman Community Center/City Hall located at 115 Locust Street, Room 128, Hickman, Nebraska.

The purpose of the public hearing is to obtain public comment prior to consideration of the declaration of the following area of the City as blighted and substandard and in need of redevelopment pursuant to the Nebraska Community Development Law:

Lots One (1) and Two (2), Wizkidz Addition, Lancaster County, Nebraska (Parcel ID numbers: 1527321001000 and 1527321002000).

All interested parties shall be afforded at such public hearing a reasonable opportunity to express their views regarding the proposed blight and substandard designation. A map of the Subject Area and a copy of the blight and substandard study shall be maintained at the office of the City Clerk.

Jaala Johnson, City Clerk

Sept. 21 & 28 - 34 Ins
ZNEZ

2	Successive Week(s)
Beginning with the issue of:	9/21/2023
and ending with the issue of:	9/28/2023
Publisher's fee at Legal Rate is:	\$26.84

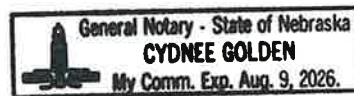
Darren P. Ivy

Darren P. Ivy, Publisher

Summary Information	Weekly Cost
Hickman City Council Notice of Oct. 10 Public Hearing Blighted and Substandard Land - Sept. 21	14.31
Hickman City Council Notice of Oct. 10 Public Hearing Blighted and Substandard Land - Sept. 28	12.53

Subscribed and sworn before me, this 28 day
of September, 2023

Cyndee Golden
Notary Public



CHANGE ORDER

No. 1



Date of Issuance: November 21, 2023 Effective Date: November 21, 2023

Project: Hickman WTP – 2 nd Train	Owner: City of Hickman, NE	Owner's Contract No.: n/a
Contract: Base Bid plus Alternate		Date of Contract: June 12, 2023
Contractor: Midwest Mechanical Industrial Services, LLC PO Box 16, 2602 Niagara Trail, Logan, Iowa 51546		Engineer's Project No.: 022-02777



The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Adding 3 (2, 8" and 1, 6") lug style butterfly valves for increased operational flexibility, as requested by the City. Added piping and fitting(s) required to relocate the blow off valve discharge box slightly due to the field verified foundation location.

Attachments: Attached CPR 3 (1 page), plus 1 month for material delivery. CPRs 1 and 2 were not selected or combined.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>386,000.00</u>	Original Contract Times: Substantial Completion (days or date): <u>December 31, 2023</u> Ready for Final Payment (days or date): <u>February 29, 2024</u>
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>n/a</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion (days or date): <u>n/a</u> Ready for Final Payment (days or date): <u>n/a</u>
Contract Price prior to this Change Order: \$ <u>386,000.00</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>December 31, 2023</u> Ready for Final Payment (days or date): <u>February 29, 2024</u>
Increase of this Change Order: \$ <u>7,543.00</u>	Increase of this Change Order: Substantial Completion (days or date): <u>31</u> Ready for Final Payment (days or date): <u>31</u>
Contract Price incorporating this Change Order: \$ <u>393,543.00</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>January 31, 2024</u> Ready for Final Payment (days or date): <u>March 31, 2024</u>

<p>RECOMMENDED:</p> <p>By: <u></u> Engineer (Authorized Signature)</p> <p>Title: <u>Senior Engineer</u></p> <p>Date: <u>November 21, 2023</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: <u></u> Contractor (Authorized Signature)</p> <p>Title: <u>Vice President</u></p> <p>Date: <u>11/22/2023</u></p>
--	---	---

Approved by Funding Agency (if applicable):
 By: _____ Title: _____ Date: _____
 cc: City of Hickman, MWM Industrial Services, Inc., Olsson (RPR and File)

Contractor's Application for Payment No.

	Application Period: 1101/2023-11/22/2023	Application Date: 11/22/2023
To (Owner): City of Hickman Nebraska	From (Contractor): Midwest Mechanical Industrial Services	Via (Engineer): Olsson
Project: Hickman WTP 2nd Train Expansion	Contract:	Application Number: 02
Owner's Contract No.:	Contractor's Project No.: T4421	Engineer's Project No.: 022-02777

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS	\$ -	

1. ORIGINAL CONTRACT PRICE	\$	386,000.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 ± 2)	\$	386,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	231,000.00
5. RETAINAGE:		
a. \$ 140,000.00 X 5% Work Completed.....	\$	7,000.00
b. \$ 91,000.00 X 5% Stored Material.....	\$	4,550.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	11,550.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$	219,450.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	98,325.00
8. AMOUNT DUE THIS APPLICATION	\$	121,125.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ \$	166,550.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Travis B. Anderson Date: 11/22/2023

Payment of: _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)



RELATIONSHIPS • TECHNOLOGY • SERVICE

BERT GURNEY & ASSOCIATES, INC.

4428 SOUTH 108TH STREET
OMAHA, NE 68137

PHONE#: 402-551-7995

FAX#: 402-553-5879

INVOICE

INVOICE NUMBER **8214**

INVOICE DATE 10/24/2023

BILL TO:
MIDWEST MECHANICAL INDUSTRIAL SERVICE PO BOX 164 LOGAN, IA 51546

SHIP TO:
MIDWEST MECHANICAL INDUSTRIAL 21300 S 68TH STREET HICKMAN NE 68372-9426

CUSTOMER ID	CUSTOMER PO	CREDIT DEPT INQUIRES		
5263	T4421-PO-001	531-200-4140/DEBS@BGAGURNEY.COM		
SALES REP	SHIPPING METHOD	PAYMENT TERMS	SHIP DATE	DUE DATE
ELD	BEST WAY	Net 30	10/24/2023	11/23/2023

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1	HAW	LOT EQUIPMENT SECTION 46 31 11 CHLORINE GAS FEED EQUIPMENT	23,167.00	23,167.00T

SUBTOTAL	\$23,167.00
SALES TAX (7.0%)	\$1,621.70
INVOICE TOTAL	\$24,788.70
PAYMENT/CREDITS APPLIED	\$0.00
BALANCE DUE	\$24,788.70

THANK YOU FOR USING GURNEY & ASSOCIATES, INC.
WE APPRECIATE YOUR BUSINESS



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # T780238
Invoice Date 10/20/23
Account # 224423
Sales Rep MICHAEL LOFFER
Phone # 402-817-1800
Branch #267 Lincoln, NE
Total Amount Due \$2,107.67

Backordered from:
10/13/23 T590360

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MIDWEST MECHANICAL INDUSTRIAL 000/0000
PO BOX 164 00000
LOGAN IA 51546 0164


Shipped To:
23100 S 68th STREET
HICKMMAN WTP 2ND TRAIN EXP
HICKMAN, NE

CUSTOMER JOB- HICKMAN HICKMAN WATER

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
9/14/23	10/19/23	SEE BELOW	HICKMAN WATER	HICKMAN		CORE & MAIN LP	T780238

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	CUSTOMER PO#- T4421-PO-006-REV1						
96080S92	8 S92 STANDON SADDLE SUPPORT PIPE STAND BID SEQ# 1610	5	5		297.90000	EA	1,489.50
87223347	UBW 70P 1-1/2 SIGHT GLASS HP BID SEQ# 1480	1	1		182.38000	EA	182.38
96060S92	6 S92 STANDON SADDLE SUPPORT PIPE STAND BID SEQ# 1620	1	1		297.90000	EA	297.90

Proof of Delivery
Signed by: 
BOB
10/19/2023 19:32

Freight	Delivery	Handling	Restock	Misc

Terms: NET 30
Ordered By: TRAVIS

Subtotal: 1,969.78
Other: .00
Tax: 137.89
Invoice Total: \$2,107.67

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # T851533
Invoice Date 10/27/23
Account # 224423
Sales Rep MICHAEL LOFFER
Phone # 402-817-1800
Branch #267 Lincoln, NE
Total Amount Due \$80.44

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MIDWEST MECHANICAL INDUSTRIAL 000/0000
PO BOX 164 0000
LOGAN IA 51546 0164

Shipped To:
CUSTOMER PICK-UP

CUSTOMER JOB- HICKMAN HICKMAN WATER

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
10/26/23	10/26/23		HICKMAN WATER	HICKMAN		WILL CALL	T851533

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
21IAMMJR12	12 MJ REGULAR ACC SET (I)	1	1		75.0000	EA	75.00

Freight Delivery Handling Restock Misc

Terms: NET 30
Ordered By: BOB

Subtotal: 75.00
Other: .00
Tax: 5.44
Invoice Total: \$80.44

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # T898208
Invoice Date 11/08/23
Account # 224423
Sales Rep MICHAEL LOFFER
Phone # 402-817-1800
Branch #267 Lincoln, NE
Total Amount Due \$1,614.58

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MIDWEST MECHANICAL INDUSTRIAL 000/0000
PO BOX 164 00000
LOGAN IA 51546 0164

Shipped To:
21300 S 68th STREET
HICKMMAN WTP 2ND TRAIN EXP
HICKMAN, NE

CUSTOMER JOB- HICKMAN HICKMAN WATER CHANGE ORDER

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 11/03/23 Date Shipped 11/07/23 Customer PO # HICKMAN WTP Job Name HICKMAN WATER Job # HICKMAN Bill of Lading Shipped Via CORE & MAIN LP Invoice# T898208

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
24I10T060F	10X6 FLG TEE C110 IMP	1	1		797.59000	EA	.00
2410F211000DSS4	10 MEGA-FLG 2110DSS4 AIS 304SS B&N 211000DSS4	1	1		1008.96000	EA	1,008.96

Freight \$500.00
Delivery
Handling
Restock
Misc
Terms: NET 30
Ordered By: TRAVIS

Subtotal: 1,008.96
Other: 500.00
Tax: 105.62
Invoice Total: \$1,614.58

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

CHANGE ORDER



No. 1

Date of Issuance: November 20, 2023 Effective Date: November 20, 2023

Project: Hickman, NE WWTF Headworks and Final Clarifier	Owner: City of Hickman	Owner's Contract No.:
Contract: Base Bid – Lump Sum		Date of Contract: July 20, 2023
Contractor: Neuvirth Construction, Inc.		Engineer's Project No.: 021-01497

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Removal of abandoned sewer piping near new final clarifier.

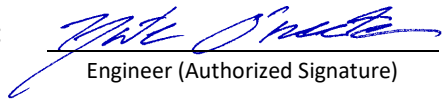
Attachments: (List documents supporting change): Contractor proposal

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>3,966,900.00</u>	Original Contract Times: Substantial Completion (days or date): <u>June 15, 2024</u> Ready for Final Payment (days or date): <u>July 15, 2024</u>
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion (days or date): <u>N/A</u> Ready for Final Payment (days or date): <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>3,966,900.00</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>June 15, 2024</u> Ready for Final Payment (days or date): <u>July 15, 2024</u>
Increase of this Change Order: \$ <u>6,635.50</u>	[Increase] [Decrease] of this Change Order: Substantial Completion (days or date): <u>N/A</u> Ready for Final Payment (days or date): <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>3,973,535.50</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>June 15, 2024</u> Ready for Final Payment (days or date): <u>July 15, 2024</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:  By: _____ By: _____
 Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Title: Engineer Title _____ Title _____
 Date: 11/20/2023 Date _____ Date _____

Approved by Funding Agency (if applicable):

By: _____ Title: _____ Date: _____



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

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

Item #	Item Description	Estimated Quantity	Unit	Total Price
	Remove MH	1.00	LS	\$2,064.87
	Remove Pipe And Plug	1.00	LS	\$4,570.63

Total Bid Price: \$6,635.50

<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>
--	---

SITE SAFETY AND SITE CONDITIONS CHECKLIST

CUSTOMER NAME: City of Hickman
QUOTATION DATE: 11/20/23
PROJECT DESCRIPTION: Test Drilling, Test Well Installation, and Pumping For Water Sample

Please check any of the following site safety or general site concerns that may apply to the above referenced project, provide a brief explanation, and return with signed Confirming Order.

Overhead power, power drops, or other electrical concerns: _____

If power issues exist, can they be disconnected?: _____

Site access concerns or challenges for service equipment: _____

Confined space issues: _____

Rooftop access hatch or building removal required: _____

Work hours restrictions: _____

Is there a water supply source available other than the well being worked on: _____

Other issues / concerns: _____



TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

Municipal Test Well Quotes
11.20.2023 email correspondence:

Wade,

Per our conversation this morning I have attached a quote for drilling a test hole and installing a 4" test well on the property you mentioned for a potential future water supply well. As mentioned, our drilling schedule is very tight for the remainder of this year, but we can let you know if we see any upcoming breaks due to weather or ground conditions on any of our remaining projects. I've estimated the depth of this well at around 250 feet, but any drilled and completed test hole or well footage will be billed at actual completed quantities. Let us know if you have any questions.

Thank you.

Terry Heiliger

Project Manager III

Layne Christensen Company

4601 N. 252nd Street

Valley, NE 68064

Direct: 402-359-2042 | Cell: 515-710-2560

Email: terry.heiliger@gcinc.com

Wade,

Please see attached for your review. As discussed, we would try to get the first well drilled next week (Thursday). We would mob in and set up on Wednesday. We could run a short pumping test to verify quantity before we leave town the following week for a convention. Work would resume 12/11 on the second well, and a full pump test on the first well (you and/or Craig can determine duration, 24hrs is pretty standard unless full stabilization occurs prior to that). We would pull quality samples at the end of that test. Unfortunately, the results will be slow to come back on the quality and typically take 4-6 weeks from the state lab. I would expect drilling, test pumping, and sampling of the wells to be completed by 12/15.

Please advise if the proposal is acceptable and how we should proceed. Don't hesitate to reach out with questions.

Thank you! Andrew Rieschick, P.E.

Rieschick Drilling Co. Rieschick Engineering & Consulting, LLC

Falls City, NE 68355

70656 649th Ave.

Cell: 402-801-1452

Office: 402-245-2015

From Wade:

This quote is \$7659 cheaper per well with bigger casing figured at 300' deep compared to 250'. Includes \$6100 in water quality test other said to be done by others. And they can be there for first well drill next Thursday! (Nov. 30)



*Rieschick Drilling Co., Inc.
70656 649th Ave.
Falls City, NE 68355
Phone: (402) 245-2015
Fax: (402) 245-5169
Email: rdcwells@sentco.net*

Hickman, NE Test Wells Proposal

Date: 11/24/2023

Attn: Wade Luther

Rieschick Drilling Co., Inc. is pleased to offer for your consideration the following:

(2) 5" PVC cased test wells - \$60/L.F. x 300'/well (estimated depth) - \$36,000.00

Dry Test Hole Rate - \$15/L.F.

Dry Test Hole Abandonment - \$1,000/ea

(2) 5"x10' Stainless Steel Wire-Wrap Screens - \$1,155.24/ea

Sieve Analysis for Lowest 50' of Borehole @ 10' intervals - \$500.00/well

Electric Log of Borehole - \$1,500/borehole

Test pumping - \$275.00/hr

Full New Well Scan Water Test - \$5,500.00/ea

13 Parameter Water Test - \$600.00/ea

Test Well Abandonment - \$1,700.00/ea

Mobilization - \$7,500.00

The proposal above does not include tax, bonding, costs for special insurance requirements, or site preparation/restoration. Items will be billed as used (i.e. drilling/casing will be billed by the linear foot drilled/installed). All drill cuttings will be buried in a mud pit and finish graded by Rieschick Drilling Co. The test well rate includes casing, filter pack, grout (per Title 178), and development via air lift. Test pumping has a 12 hr minimum which includes test pump installation and removal. Sieve analysis will be performed on intervals that will be desired to be screened on the production well and is predicted to be the lowest 50' of aquifer formation.



*Rieschick Drilling Co., Inc.
70656 649th Ave.
Falls City, NE 68355
Phone: (402) 245-2015
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PO Box 367
846 S 13th St.
Geneva, NE 68361

Toll Free: 888-496-3902
Phone: 402-759-3902
Fax: 402-759-4960

*Providing Complete Municipal, Industrial and Agricultural
Pump and Well Service*

November 28, 2023

City of Hickman
PO Box 127
Hickman, NE 68501

Attn: Wade

RE: Estimate for 2024 Test Wells

Mobilization of equipment	\$9,500.00
Drill 2- 240' test holes and electric log	\$27,840.00
Ream 2 wells to 220' and install 6" screen and casing	\$46,560.00
Develop and test pump well (4 hours each)	\$9,500.00
1- 13 Parmeter and Arsenic sample	\$1,466.00
Perform sieve analysis and provide screen recommendation	\$3,410.00
Total (does not include applicable sales tax)	\$98,276.00

NOTE: This work could be performed in January of 2024.

Please call with any questions.

Thank You,

A handwritten signature in black ink, appearing to read 'Doug Yantzie'.

Doug Yantzie,
Municipal Manager

DY/ah

Quote is good for 30 days

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

WHEREAS, This License and Management Agreement (the "License"), dated for reference purposes only as of the 28th day of March, 2023, is entered into by and between The City of Hickman ("City") and American Legion Post 105, Hickman, Nebraska ("Legion").

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

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

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

NOW THEREFORE, City and Legion agree as follows:

1. **TERM:** (a) City will lease Field to the Legion for the sum of \$3,000.00 annually for the term of one season commencing effective at the conclusion of Norris Public School District 160 High School baseball season. Either party shall have the right to terminate this License by providing the other party with no less than 7 days' prior written notice. Such notice shall specify the date that the License shall terminate. Payment is due within 30 days of full execution of this agreement. The City agrees to notify the Legion of any increase of Leasing Fee prior to December 31st of the current year or the year this agreement is executed and each succeeding year thereafter. At the conclusion of the Initial Term and any Renewal Term, this Agreement shall automatically renew for a twelve-month Renewal Term, unless terminated by either Party pursuant to Section 8.

2. **RESPONSIBILITIES:**

A. Legion

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

Daily Routine before Practice and Games

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

Daily Routine after Practice and Games

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

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

B. City/City

1. The City shall be responsible for inspection, mowing, maintenance and care, except as provided for in Section 2. A., including, inspection of the Field, aerating, watering turf, painting foul lines, including the playing surfaces, restrooms, bleachers, scoreboard, etc. In response to the request from the City, the Legion may, at its discretion, assist the City with personnel and/or equipment for the above listed maintenance items.
2. The City shall ensure that there are garbage receptacles near the Field during all periods of use by the Legion.
3. The City shall provide restrooms for the Field that are available and in usable condition during the Legion's scheduled practices and games.


4. The City will make every effort possible to schedule major improvements and repairs to the Field during the off-season to avoid closing the facilities during the Legion's scheduled usage. If a field is damaged, the City and the Legion will examine the field and jointly determine whether or not the field is safe for use. If it is determined the field is unsafe for use, the City and Legion will estimate a date and time the field will once again be available and the City will begin and complete repairs agreed to by the City as soon as reasonably possible. The Legion shall make the determination whether to cancel or delay games due to weather conditions.
5. The City reserves the right to close the Field for any period of time necessary to undertake emergency major repairs if needed. The City will work with the Legion to avoid any delay or cancellation of practices or games to the extent possible. In the event it becomes necessary to close the Field, the City will provide as much advance notice as possible and project the date and time the Field will be available to the Legion.
6. The City will handle changes to the Legion's scheduled use to the best of its ability to avoid any conflicts.

C. Joint Responsibility

1. The parties agree to work closely and cooperatively to resolve any maintenance, care, or safety issues concerning the Field and to make improvements and expansion to the facilities through grants, donations, etc.
 2. The parties will conduct an inspection of the Field after the season to establish a meeting time to discuss a work list to be completed prior to the start of the following spring sport season.
 3. No cost share on any capital improvements over \$3,000 unless mutually agreed upon by the parties.
 4. All Alterations, Additions, and Fixtures other than the Legion's baseball equipment which is used or have been made or installed by either the City or the Legion on the premise shall remain as the City Property and shall be surrendered with premises as part thereof.
3. UTILITIES: Legion acknowledges that the utilities necessary for the operation of the Field are provided by City and Legion shall use such utilities in the manner required for the proper operation of the Field and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Field shall be paid by City before the same become due.
 4. INSURANCE: During the License Term, Legion shall, at its own cost and expense, procure and continue in force such insurance policies as are required by City. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other amount as is reasonably agreed to by the parties. City shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with City prior to the commencement date of the term hereof and within ten (10) days of each anniversary date thereafter. Legion shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.
 5. LEGION'S INDEMNIFICATION: Legion agrees to indemnify and hold City harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Legion's or Legion's agents' use of the Field during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any related issues.

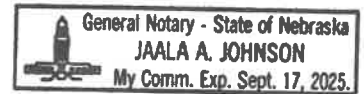
6. ENTRY BY CITY: City and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as City requires.
7. ASSIGNMENT: Legion shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of City, which consent may be withheld in City's sole discretion. Any agreed upon Assignment by the Legion may be adopted by Hickman City Council as an addendum to this agreement and will be known as Exhibit A-<enter year>.
8. NOTICES: All Notices regarding this modifications or cancellation of this Agreement can be sent to the following:
 - City of Hickman
Attn: City Administrator
PO Box 127
Hickman, NE 68372
 - American Legion Post #105
Attn: Legion Baseball Coordinator
PO Box 263
Hickman, NE 68372
9. BINDING EFFECT. This License shall be binding upon and shall inure to the benefit of City, Legion, and their respective successors and assignees.

CITY OF HICKMAN, NEBRASKA, a Municipal Corporation


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

The foregoing License Agreement was acknowledged before me on 28th day of March 2023, by Phil Goering, Mayor of HICKMAN NEBRASKA, a Municipal Corporation.

NOTARY PUBLIC:  NOTARY SEAL:



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

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

The foregoing License Agreement was acknowledged before me on 21st day of April 2023, by Dennis Egger, Baseball Coordinator of HICKMAN LEGION POST 105, LEGION BASEBALL ORGANIZATION, a Not For Profit Corporation.

NOTARY PUBLIC:  NOTARY SEAL:

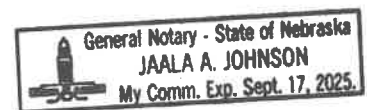


EXHIBIT A-2023
ADDENDUM TO RESOLUTION 2023-02

Norris Baseball Association 14U (NBA) shall be responsible and held accountable to the following sections of Resolution 2032-02 License and Management Agreement as entered into by and between The City of Hickman ("City") and American Legion Post 105, Hickman, Nebraska ("Legion"), in addition to an inspection of Buchanan Field and the field facilities, attended by all parties, before and after the tournament, and payment of \$350.00 to the City of Hickman, due June 1, 2023:

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

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

2. RESPONSIBILITIES

A. NBA

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

Daily Routine before Practice and Games

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

Daily Routine after Practice and Games

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

4. INSURANCE

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

5. LEGION'S (NBA) INDEMNIFICATION

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

6. ENTRY BY THE CITY

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



Tuesday, November 28, 2023

Hickman City Council
RE: Accessible Playground Addition – Hickman Main City Park

On behalf of the Hickman Area Community Foundation Fund, we are requesting the City of Hickman accept the submitted quotation from Creative Sites, LLC, which confirms the accessible play equipment itemization and pricing. The total for the project based on the documentation will be \$181,683.00.

The HACFF has raised and gained commitment of the following funding sources:

City of Hickman 2024 Budget: \$66,500 (increase from \$50,000 to be confirmed by the City of Hickman)
Youth Engagement Grant: \$7,500 (currently being held by the City of Hickman)
Various Private Donations: \$76,500 (
Promised Donations: \$31,200 (to be received Quarter 1, 2024)
Total: \$181,700

Payments will be processed per the schedule agreement established by the City and Creative Sites, LLC. The City of Hickman will pay the project invoices, and the HACFF will submit a check to the City of Hickman for the Foundation's portion of the project expense.

Encl:
Hickman City Park Cruiser Final November 2023.docx



QUOTATION

Creative Sites, LLC
11506 Pierce Street
Omaha, Ne 68144
402-614-4606

DATE: November 21, 2023

Customer: City of Hickman
Attn: Kelly Oelke
115 Locust Street
Hickman, NE 68372

Project: Playground Improvements
Hickman City Park

BCI Burke Equipment:

Single Post Swing w/ Freedom Seat	\$ 2,292.00
Nucleus Play Structure w/ Cruiser and Serenity Spot	\$ 52,515.00
Panels	\$ 3,399.00
Novo Picnic Table ADA	\$ 2,758.00
Zip-venture Freedom	\$ 15,945.00
Orb Rocker	\$ 7,440.00
Guitar/Piano/Drum Freestanding	\$ 9,189.00
Freight	\$ 4,240.00
Installation	\$ 51,405.00
2,100sf Ecoturf Poured Rubber	<u>\$ 31,500.00</u>
Total	\$ 181,683.00

****One option is to remove belt seat and replace with Freedom Seat on existing swings. \$ \$980 for Freedom Seat.**

****Delivery is 6 weeks ARO. Quotation is good through 11/23.**

****Net 30 after installation is complete.**

Julie Kutilek
Creative Sites, LLC

Accepted by

November 11th, 2023

City of Hickman
115 Locust St.
Hickman, Nebraska 68372

Re: 2024 Animal Run

Dear Council Members:

Traditions are what many of us look forward to. So is the case with the Hickman area Animal Run.

Preparations for the Hickman Area 2024 Animal Run (**This will be our 40th!**) are now underway. Our event is tentatively scheduled for Saturday, February 3rd, 2024, at 10:00 a.m. Planned events include a 5 mile run, as well as a 2 mile run/walk. We are expecting approximately 150 participants. As has been past practice, the race will start/finish in front of the Legion Hall, in downtown Hickman.

We are requesting your permission to hold this event as scheduled within your community limits. Our intent is to staff the course accordingly with volunteers, as well as Lancaster County Deputies at required locations. We will also provide the necessary insurance as required.

Like previous years, we would like to host the event from the Hickman Community Center. It has been an excellent venue for us with great reviews from the participants. Please let us know if this would be acceptable.

The event also requires approval from the Lancaster County Commissioners, since the course travels outside the Hickman City Limits onto County Roads. A Special Events permit will also be in place.

I really appreciate your continued support of our event.

If you should have any questions, please give me a call. We hope to see you there!

Sincerely,

A handwritten signature in blue ink, appearing to read 'Scott Wieskamp', written over a horizontal line.

Scott Wieskamp, Race Director

P.O. Box 37
Panama, NE 68419
402-788-2714 (H)
402-430-7332 (C)

2023 RHIMAR RUN

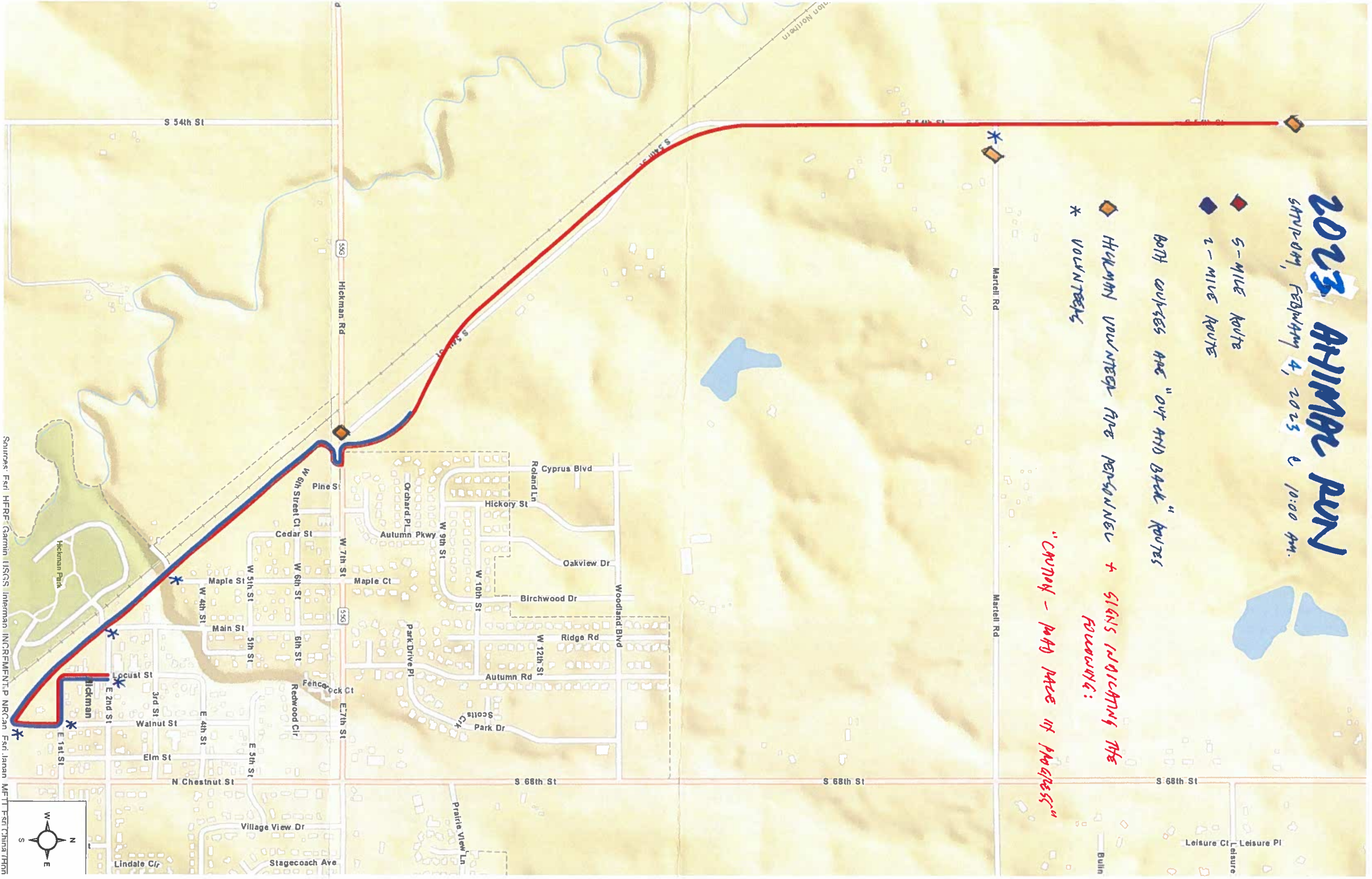
SATURDAY, FEBRUARY 4, 2023 @ 10:00 AM.

- ◆ 5-MILE ROUTE
- ◆ 2-MILE ROUTE

BOTH COURSES ARE "OUT AND BACK" ROUTES

- ◆ HICKMAN VOLUNTEER FIRE PERSONNEL + SIGNS INDICATING THE ROUTES
- * VOLUNTEERS

"CAUTION - ROAD NARROW IN PROGRESS"



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENTAL, P, NRC, Can, Esri, Japan, MFT, F, Esri, China, Nipon



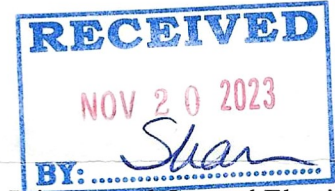
Election Commissioner
601 N 46th Street
Lincoln NE 68503

Todd Wiltgen, Commissioner
Becki Gaston-Wise, Chief Deputy

Phone: 402 441-7311

City of Hickman
ATTN: Jaala Johnson
PO Box 127
Hickman, NE 68372

November 14, 2023



Dear Clerk:

According to our records, the City of Hickman will be participating in the statewide Primary and General Elections of 2024. As you are aware, this election will be conducted by my office. In order to proceed with the election, Nebraska State Statute 32-404(2) requires you to complete the enclosed Certification indicating the offices to be placed on the ballot at the Primary Election to be held on May 14, 2024.

This Certification must be returned to our office no later than January 5, 2024.

Candidates must file in my office. Filing forms will be available in my office and on our website beginning on January 5, 2024.

A filing fee of 1% of the annual salary is required only if the position is paid an annual salary of more than \$500. If a filing fee is required, the candidate will pay the filing fee to you. You will need to issue them a receipt. The original receipt will be required when the candidate completes the filing process in my office.

The **incumbent filing period is from January 5, 2024 to February 15, 2024 at 5:00 p.m.** An incumbent is considered anyone who is currently an office holder, even if the person files for a different office.

The **nonincumbent filing period is from January 5, 2024 to March 1, 2024 at 5:00 p.m.**

If you have any questions, please feel free to contact my office.

Sincerely,

Todd Wiltgen
Lancaster County Election Commissioner

TW/bdh
Enc.