

City Council Regular Meeting & WTP Tour  
Tuesday, April 9, 2024 6:00 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. Public Hearing Testimonies may be limited to five (5) minutes per person. 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. Tour of City Water Treatment Plant with the Public Works Director

5. Mayor Communications

6. Consent Agenda

6.A. Approval of March 26, 2024, City Council Meeting Minutes

- 6.B. Claims and Accounts Payable Report
- 7. Proclamations, Presentations, Appointments, Affirmations & Introductions
  - 7.A. Oath of Office, Ms. Dana Effle, Office Assistant
  - 7.B. Affirm Mayor's Appointment of Mr. Dave Kulwicki to Fulfill the City Council Vacancy
- 8. Reports
  - 8.A. Reading, Historical & Tech Center
  - 8.B. Lancaster County Sheriff's Office Report
  - 8.C. Community Center Report
  - 8.D. Water Plant Improvements Update
  - 8.E. Wastewater Plant Improvements Update
- 9. Public Hearings - None
- 10. Unfinished Business - None
- 11. New Business
  - 11.A. Certificate of Payment No. 3 to Layne Christensen Co. for Hickman Water Treatment Equipment Procurement 2022 in the Amount of \$55,732.40
  - 11.B. Master Agreement Work Order: Agreement for Professional Services with Olsson on Wetland Delineation and Section 404 Nationwide Permit Application for Driveway Permit to Access Outlot C, Walters Ridge First Addition
  - 11.C. Consideration of City Park Development on city owned property at 839 Titan Drive to actively pursue an outdoor Pickleball Court Facility versus Aquatic Center Facility as prior intended by the City.
  - 11.D. Consideration of Professional Scope of Services for Terrace View Park Pickleball Court Design
  - 11.E. Consideration of Community Firework Display on July 05, 2024 Instead of July 04, 2024

11.F. Consideration of Repairs to Curb & Sidewalk at Hickman Bar & Grill, 107 Locust Street

11.G. Request to Use City Property for Just a Fun 1 or 2 Mile Walk on Sunday, April 28, 2024, from 1:00 to 2:00 PM, with Proof of Insurance

11.H. Ordinance 2024-01 - Master Fee Schedule

12. City Administrator's Report

13. Governing Body Comments & Council Correspondence

13.A. City Office will be Closed April 26, 2024, for Arbor Day

14. Meeting Adjournment

## **MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD MARCH 26, 2024**

Mayor Phil Goering called the meeting to order at 7:00pm on March 26, 2024 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 Justina Ziemann, Travis Borchardt, John Meese, Steve Noren, and Doug Wagner were present for Roll Call. Prior notice of the meeting and agenda were provided to the Mayor and all members of the Governing Body. Notice of the meeting was distributed and posted at Hickman City Hall, U.S. Post Office-Hickman, U-Stop Market and the City of Hickman Website.

### **Mayor Communications – None**

### **Consent Agenda**

The City Administrator presented and discussed the March 12, 2024, Meeting Minutes, and line-item content of Claims Report with the Governing Body. The City Treasurer presented a Statement of Accounts, Budget Cash Report, and Monthly Sales Tax Report with the Governing Body. Motion by Council Member Ziemann and a second by Wagner to approve the consent agenda. The following Council Members voted “YEA”: Ziemann, Borchardt, Meese, Noren, and Wagner. The following Council Members voted “NAY”: None. Motion passed 5-0.

### **Proclamations, Presentations, Appointments, Affirmations & Introductions – None**

### **Reports**

The Public Works Director presented the Public Works and Parks and Recreation Department Report.

The City Administrator presented the City Code Violations, Abatements, Nuisances and Permits

The City Administrator presented that there are no new updates with the Water Plant Improvement and that the project is almost completed.

Mayor Goering presented the Wastewater Plant Improvements Update and invited Mr. Nate O’Keefe with Olsson to address the Governing Body. Mr. O’Keefe discussed that last week was the normal monthly project meeting. Construction has been slower over the last month. The excavation of the structure nearest the road, there was an issue with shoring and should begin this month. There was a plug valve delay with receiving the part in a timely manner, but another supplier has been found and the part was ordered. The dimensions were different than originally designed for the slide gates on the headwork structure that control bypass operations, but the engineer and contractor were able to work through the problem with no additional cost. Mr. O’Keefe discussed Change Order No. 2 with the ground water level and changes to the clarifier base. The original borings showed a ground water level of 1218 which was not a concern of the structure rising but during the initial excavation of the clarifier ground water level were found at 1223.5, which do cause concern of the structure rising. There has been a sump pump kept going constantly to keep that water level down during maintenance. The change order was to add 2 items, additional rock under the base a fabric to allow the water to move freely and 2 pressure relief valves in the floor of the clarifier to maintain water levels. If this change order was not completed and heavy rain was received it could have caused the structure to float up and break pipes.

Motion by Council Member Noren and a second by Ziemann to approve Reports Agenda. The following Council Members voted “YEA”: Ziemann, Borchardt, Meese, Noren, and Wagner. The following Council Members voted “NAY”: None. Motion passed 5-0.

### **Public Hearings – None**

## **Unfinished Business – None**

### **New Business**

Mayor Goering presented Certificate of Payment No. 4 to Neuvirth Construction, Inc. for the Hickman Wastewater Treatment Plant Head Works and Final Clarifier Project in the Amount of \$172,069.77. Motion by Council Member Noren and a second by Meese to approve Certificate of Payment No. 4 to Neuvirth Construction, Inc. for the Hickman Wastewater Treatment Plant Head Works and Final Clarifier Project in the Amount of \$172,069.77. The following Council Members voted “YEA”: Ziemann, Borchardt, Meese, Noren, and Wagner. The following Council Members voted “NAY”: None. Motion passed 5-0.

Mayor Goering presented Certificate of Payment No. 5 to Midwest Mechanical Industrial Services, LLC for Hickman Water Treatment Plant 2nd Train Project in the amount of \$7,790.00. Motion by Council Member Wagner and a second by Borchardt to approve Certificate of Payment No. 5 to Midwest Mechanical Industrial Services, LLC for Hickman Water Treatment Plant 2nd Train Project in the amount of \$7,790.00. The following Council Members voted “YEA”: Ziemann, Borchardt, Meese, Noren, and Wagner. The following Council Members voted “NAY”: None. Motion passed 5-0.

Mayor Goering presented Consideration of Electric System Lease Agreement with Norris Public Power and invited Mr. Bruce Vitosh with Norris Public Power to speak on the lease to the Governing Body. Mr. Vitosh stated that he was available for any questions that City Council Members have regarding the lease. This is a twenty-year lease with standard language that Norris Public Power has with other municipalities. Mr. Vitosh reviewed the electrical bill breakdown with City Council Members and discussed the charges that differ from the current electrical bills. There will be a demand charges with Norris Public Power for all customers. NPPD will not charge deposits to any current residents. The lease fee amount is set by the City Council and can be reviewed annually with a 3-month’ notice. The Norris Public Power board would need to meet and vote on the lease as well before it can be moved forward. City Council Members requested to have an annual report of any infrastructure that was updated and would be considered on the depreciation cost once the lease was finished. Mr. Vitosh stated that Norris Public Power would have to review adding additional staff once the lease was approved. The effective date would be October 2024 for the lease and would require city staff and Norris Public Power to work together during the transition period. Mr. Vitosh stated that during the transition NPPD needed to send staff 1 day a week to meet with residents and answer any questions they might have. The City Administrator discussed the current electrical grant that city staff have been working on, there is a lot of unknown with the grant that will need figured out if the city receives the grant. Motion by Council Member Meese and a second by Wagner to have the City move forward with the Electric System Lease Agreement with Norris Public Power with City Attorney approval of language in the lease, the lease percentage at ten percent, to include decorative lighting worked on by Norris Public Power and city keeping inventory for decorative lighting supplies and authorizing Mayor Goering to approve final language of the lease with Norris Public Power. The following Council Members voted “YEA”: Ziemann, Meese, Noren, and Wagner. The following Council Members voted “NAY”: Borchardt. Motion passed 4-1.

### **City Administrator's Report**

The City Administrator discussed the Comprehensive Plan update that is currently being worked on and the town hall meeting for community input on April 4, 2024 at 6:00 PM. There is a survey online for any resident who is not able to attend the April 4<sup>th</sup> meeting. The Hickman Chamber informed the City Administrator that they will no longer be able to facilitate the Hickman Hay Day event and the city will be taking on the planning for the event with Hickman Area Economic Development. The city FYE 2023 audit has been started with Lengemann’s and staff have started working with them on the audit. The Scott’s Creek Trail project has not been started due to the city not receiving the letter to

proceed from the state, once received the bid documents will be updated and sent out. The trees for that project will be removed this week with nesting season starting. The City Administrator stated that the Electric System Lease Agreement with Norris Public Power is a big decision that is not taken lightly and thanked the City Council Members for the guidance on the lease. Motion by Council Member Ziemann and a second by Meese to approve the City Administrator's Report. The following Council Members voted "YEA": Ziemann, Borchardt, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 5-0.

### **Governing Body Comments and Correspondence**

Mayor Goering presented the City of Hickman Annual Water Quality Report and stated it was attached for review and will be sent out with utility billing. No action taken.

### **Adjournment**

Motion by Council Member Ziemann and a second by Borchardt to adjourn the meeting at 8:36 PM. The following Council Members voted "YEA": Ziemann, Borchardt, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 5-0.

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Phil Goering, Mayor

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Jaala Johnson, CMC, City Clerk

**City Council Meeting April 09, 2024  
Accounts Payable as of April 04, 2024**

<b>Vendor</b>	<b>Memo</b>	<b>Open Balance</b>	<b>Check No.</b>
Al's Johns	Inv# 85239 - Porta Potty Easter Egg Hunt	\$215.00	
Big Wood Tree Service	Inv# 1121 - Tree Removal Scotts Creek Trail Project	\$3,750.00	
Bizco Technologies	Inv# 819384-AT - Proofpoint Agreement Email Monitoring	\$36.00	
Blue River League	2024 BRL League Fees 8U, 10U, 12U, \$25 Admin Fee (paid w/parks)	\$1,675.00	
Brown, Chelsey	Inv #INV0068- March 2024, City Hall Monthly Cleaning	\$1,250.00	
Crown Awards	Inv# 36931913 - Plaque \$ Shipping City Council	\$159.40	
Dale's Consulting & Inspections	Building Inspections (39), Plan Reviews (7), Monthly Consulting	\$3,050.00	
Electronic Contracting Company	Inv# 55870- Community Center/City Hall Fire Alarm System Monitoring 4/1/2024-6/30/2024	\$81.00	
Engineered Equipment Solutions	Inv#32362B21167 - 240 Watt ORD Trojan UV Bulbs, Orings, Wiper Kit	\$12,324.65	
Grainger	Inv# 9064137681 - 1.5"x18" braided hose for H9D Comm Center Geothermal Repair	\$148.16	
Great Plains Appraisal	Inv # 23C0218 - Appraisal of S 54th & Princeton Rd Ottos Acres Property	\$2,000.00	
Great Plains Appraisal	Inv # 23C0217 - Appraisal of S82nd & Olive Creek Rd. Hesser Property	\$2,000.00	
Hawkins, Inc.	Invoice #6715067 Water Treatment Chemicals	\$229.00	
Hochstetler, David Sr.	HVAC Inspection March (9)	\$450.00	
Kreifels, Jeffrey	Plumbing Inspection March (25)	\$1,250.00	
Max I Walker's Uniform Rental	Acct# 417 - Community Center Rugs, Mops, Brooms, Towels, Uniforms PW	\$314.51	
Midwest Laboratories, Inc.	Inv# 1178538- Testing & Bottles for Wastewater Testing	\$421.47	
NCD Inc.	New Construction Deposit Refund Permit # 2023-86	\$500.00	
Norland Pure	Account xxxx005195 Monthly Water City Office	\$99.90	
Norris School District 160	Liquor License Fee - Ne Community Playhouse (Paid online & sent to city office)	\$250.00	
Olsson	Inv# 491319- Project # 017-32130 Roundabout Intersection Improvement	\$1,816.91	
Olsson	Inv# 489882 - Project # B20-31290 T. View 5th Addition Construction Services	\$4,815.59	
Olsson	Inv# 490831 - Project # 023-05868 Booster Pump Station	\$5,792.20	
Olsson	Inv# 489816- Project # 021-01497 WRRF Headworks & Final Clarifier	\$24,171.46	
One Call Concepts, Inc.	Inv# 4030150- March 2024 Diggers Hotline Notifications, Elec Dept.	\$67.08	
Paper Tiger Shredding	Inv #196728- Monthly Service	\$35.00	
Paulson, Ray	Electrical Inspections (18)	\$900.00	
Perchmerch	Inv# 113 - Hickman T-ball & Machine Pitch Tops	\$3,888.00	
Perchmerch	Inv# 40 - Hickman Softball & Baseball Uniforms	\$4,716.18	
Principal National Life Ins Co.	City Administrator's Life Ins Policy (Annual)	\$407.81	
Professional Development Academy	Inv#124394 - ICMA High Performance Tuition(3 registrations)	\$3,000.00	
State of Ne - Treasury Mgmt Division	2022 & 2023 Dog License Fee(279 total)	\$340.38	
Voice News	February Publications/ Advertisements	\$253.81	
<b>TOTAL</b>		<b>\$80,408.51</b>	

**City Council Meeting April 09, 2024  
Accounts Payable as of April 04, 2024**

<b>Vendor</b>	<b>Memo</b>	<b>Payment</b>	<b>Check No</b>
Ameritas Life Ins., Corp.	Employee Pension Plans	\$3,956.08	ACH
Black Hills Energy	Utilities - 588 Chestnut & 5th St. Street Shop, Community Center	\$430.65	ACH
Constellation	Acct# xxxx1903 5th Street Shop	\$254.95	ACH
ICMA Mission Square	Employee Retirement Contribution	\$650.42	ACH
IRS	Payroll Taxes City Staff & CC	\$8,431.77	EFTPS
Nebraska Department of Revenue	Nebraska and Local Sales and Use Tax	\$16,078.00	ACH
Nebraska Department of Revenue	Nebraska Income Tax	\$2,443.32	ACH
Payroll Distribution (Net Pay)	CC 4.1.2024 & City Staff 04.05.2024	\$29,283.50	ACH
Quadient Finance - Postage	Acct # xxxx8315 - Postage, Water/Electric/Sewer Dept.	\$600.00	ACH
State of NE & Erin M McCartney	Employee Liabilities	\$721.85	ACH
Verizon Wireless	City Mobile Phones & New Phone Purchase	\$334.14	ACH
Wells Fargo - VISAXxx3079	SubscriptionsProf. Development(Conference Hotel), Vac Repair	\$2,326.79	ACH
Wells Fargo - VISAXxx7968	Subscriptions, Prof. Development (Conference & Training, Supplies, Parts	\$2,511.83	ACH
<b>TOTAL</b>		<b>\$65,511.47</b>	
<b>TOTAL CLAIMS REPORT</b>		<b>\$145,919.98</b>	

**Reviewed and Approved on April 09, 2024**

	Council Member Ziemann
	Council Member Noren
	Council Member Borchardt



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



OATH

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

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

\_\_\_\_\_  
Signature

Subscribed in my presence and sworn to before me this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## Hickman Area Reading, Tech and Historical Centre Report for April 9, 2024

Reading Centre Activity for January thru March 2024

### Patrons and Inventory:

- Total Patrons in system = **483** New Patrons since last report = **14**
- Current Inventory = 6,138 items

Month	Adult Visits	Kids Visits	Items Checked Out
Jan	66	25	97
Feb	79	55	148
Mar	97	64	178
<b>Total</b>	<b>242</b>	<b>144</b>	<b>423</b>

### Volunteers:

- Current Volunteers = 16

### Activity:

- January
  - Winter weather forced our closure on January 8, 9 and 13 and reduced attendance for the month
  - Knitting Club resumed after the holidays
- February
  - Book Sale was held 2/3/2024 during Animal Run. \$385 raised
  - We had lots of help with setting up and tearing down the Book Sale, including 4 Norris student volunteers and volunteer spouses
- March
  - Attendance is picking up with the nicer weather.
  - We've received a lot of book donations this month.
  - HRC was closed March 30 – April 1 for Easter

*Next Book Sale is Saturday, July 27, 2024 8am-4pm*

Checking Account Balance: \$4,100.59

Cash on Hand: \$15.00

Erin Stueven, Volunteer Director

# Lancaster County Sheriff's Office - Hickman- March 2024



Lancaster County Sheriff's Office - March 2023

<u>LOCATION</u>	<u>CASE</u>	<u>INC</u>	<u>INC_ABBR</u>	<u>DATE</u>	<u>TREC</u>	<u>DEPNAME</u>
18940 S 68TH ST	C4001658	24000	MISC OTHER	3/1/2024	1910	22214 DOWHOWER
107 LOCUST ST	C4001697	4444	ALARM FALSE	3/3/2024	323	22217 CALDWELL
713 E 4TH ST	C4001762	38400	SEX ASSAULT OF CHILD	3/5/2024	1659	22105 OSTERHAUS
1871 TITAN PL	C4001780	4444	ALARM FALSE	3/6/2024	1046	22171 CHANCE
911 TERRACE VIEW DR	C4001817	24255	PROTECTION ORDER	3/7/2024	1827	22214 DOWHOWER
115 W 9TH ST	C4001819	56466	MENTAL INVEST	3/7/2024	2022	22214 DOWHOWER
800 LARKSPUR DR	C4001839	82000	TRAFFIC PARK OTHER	3/8/2024	1558	22214 DOWHOWER
107 LOCUST ST	C4001866	14100	TRAFFIC DUI	3/10/2024	402	22205 CASTANEDA
708 MAPLE CT	C4001872	16000	FIRE	3/10/2024	1542	22137 BRADY
621 CONESTOGA AVE	C4001873	5100	ASSAULT DOMESTIC	3/10/2024	1634	22105 OSTERHAUS
935 CHICORY LN	C4001875	94000	TRAFFIC OTHER	3/10/2024	1842	22155 BUTTERS
109 W 5TH ST	C4001904	24000	MISC OTHER	3/11/2024	1229	22171 CHANCE
933 SCOTT'S CREEK CT	C4001914	40222	SPEC SVC CHECK WELF	3/11/2024	2026	22105 OSTERHAUS
632 MAIN ST	C4002050	12000	DISTURBANCE OTHER	3/16/2024	2127	22214 DOWHOWER
814 PARK DR	C4002052	44111	ANIMAL DOG BARKING	3/16/2024	2157	22214 DOWHOWER
BIRCHWOOD DR & WOODLAND BLVD	C4002007	56000	MEDICAL EMERG OTHER	3/15/2024	1351	22150 MEYER
321 CHESTNUT ST	C4002012	94000	TRAFFIC OTHER	3/15/2024	1618	22193 LAVENE
100 FENCE ROCK CT	C4001996	24000	MISC OTHER	3/14/2024	1849	22214 DOWHOWER
210 W 6TH ST	C4002125	44144	ANIMAL DOG BITE/INJ	3/19/2024	1750	22105 OSTERHAUS
815 E 9TH ST	C4002145	24000	MISC OTHER	3/20/2024	1606	22214 DOWHOWER
321 CHESTNUT ST	C4002147	12000	DISTURBANCE OTHER	3/20/2024	1653	22196 UZZELL
209 W 6TH ST	C4002148	9000	CHILD AB/NEG OTHER	3/20/2024	1800	22214 DOWHOWER
935 CHICORY LN	C4002239	44122	ANIMAL DOG AT LARGE	3/24/2024	1732	22105 OSTERHAUS
105 W 5TH ST	C4002302	13000	DISTURBANCE DOMESTIC	3/27/2024	926	22150 MEYER
321 CHESTNUT ST	C4002347	24000	MISC OTHER	3/28/2024	2017	22214 DOWHOWER
830 SUNFLOWER DR	C4002429	3112	ACC PROP DMG W/DEER	3/31/2024	2027	22105 OSTERHAUS

# March 2024 Community Center Report

12 Inquiries

4 Tours

72 Participants Sign in for Open Gym Time

37 Participants for Adults Only Pickleball Open Play

## In Meeting Room, A&B

- 9 Nonprofit Meetings
- 1 End of Season Banquet
- 3 Bridal Showers
- 1 Blue River League Umpire Meeting

## In the Multipurpose Room

- 6 Adults Only Pickleball Open Plays
- 6 NYBA Basketball Practice Reservations
- 3 HACFF Women's Volleyball League Reservations
- 1 Birthday Party
- 4 End of Season Banquets
- 1 Cub Scout Award Ceremony
- 1 Norris PTO Bingo Night
- 1 Boy Scout Pancake Feed

## Upcoming Events for Community in April 2024

- Adults Only Pickleball Open Play on Wednesdays – 4 PM to 8 PM
- Adults Only Pickleball Open Play on Friday April 12<sup>th</sup> – 8:30 AM to 1:00 PM
- American Legion Post #105 Baseball Dueling Pianos – April 20<sup>th</sup>

**Damage to report:** No damage to report.

**CERTIFICATE OF PAYMENT NO. 3**



**Date of Issuance:** March 28, 2024

**Project:** Water Treatment Equipment Procurement 2022, Hickman, Nebraska  
**Project No.** 022-02777

**Contractor:** Layne Christensen Co, Water Resources/Treatment, 1811 S. Alma School Road, Suite 260, Mesa, AZ 85210

**DETAILED ESTIMATE**

Description	Unit Prices	Extension
Base Bid (including sales tax)* - Retainage Not Required		
See Attached.		
Layne agreed to a \$2,789.50 reduction in the contract amount due to the control panel location correction (1/2 of the additional electrical work required) on December 7, 2023.		
*Note: Layne referenced "pilot test" which is a carry over from the 2009 project, and not applicable or included in this pay request.		
<b>PLEASE REMIT PAYMENT TO: Layne Christensen Co, PO Box 743609, Los Angeles, CA 90074-3609</b>		

Value of Work Completed: \$445,859.20

Original Contract Cost:	\$557,324.00
Contract Reduction:	\$ -2,789.50
Total Contract Cost:	\$554,534.50

Value of completed work and materials stored.....	\$498,802.10
Less retained percentage (N/A%).....	\$ 0.00
Net amount due including this estimate.....	\$498,802.10
Less: Estimates previously approved .....	\$443,069.70

No. 1    \$167,197.20    No. 2    \$275,872.50    No. 3    \$ \_\_\_\_\_

Total Previous Estimates \$443,069.70


**NET AMOUNT DUE THIS ESTIMATE** \$ 55,732.40

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

**OLSSON, INC.**

**CITY OF HICKMAN, NE**

By: 

By: \_\_\_\_\_

cc: City of Hickman, Owner                      Layne Christensen Company, Contractor                      Olsson Project File



**Water Resources – Water Treatment**  
1811 S Alma School Road, Suite 260  
Mesa, Arizona 85210

T 602-345-8600  
[graniteconstruction.com](http://graniteconstruction.com)

March 27, 2024

Olsson  
601 P Street, Suite 200  
Lincoln, NE 68508-2304

Re: City of Hickman  
Water Treatment Equipment Procurement 2022  
Project No. 022-02777  
Layne Project No. 1160892 – Pay Application 3

Please find enclosed Application and Certificate for Payment 3, Layne invoice 2675400, in the amount of \$55,732.40. This request is for After completion of selected Special Services including installation oversight, startup, testing, and submittal of O&M Manual (10%).

If you have any questions or require additional information, I can be reached at (602) 345-8574, or email [brian.walsh@gcinc.com](mailto:brian.walsh@gcinc.com).

Thank you for your attention to this payment request and please do not hesitate to contact me.

Sincerely,

*Brian Walsh*

Project Manager  
Layne Christensen Company



A GRANITE COMPANY

**INVOICE**

<b>Inv No.:</b> 2675400
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Page 1 of 1

**LAYNE CHRISTENSEN COMPANY**

Remit To: PO BOX 743609 LOS ANGELES CA 90074-3609	858 - WRD WATER TREATMENT PH: 262-246-4646 - FAX: 262-246-4784	CUSTOMER PO#: WO#: LAYNE JOB #:	022-02777  1160892
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<b>Sold To:</b> 892069 HICKMAN, CITY OF ATTN: ACCOUNTS PAYABLE PO BOX 127 HICKMAN, NE 68372-0127	<b>Notes:</b>
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INV DATE	DUE DATE	ACCOUNT MANAGER	PROJECT MANAGER	TERMS
3/27/2024	5/26/2024	HARRIS, BRADLEY A.	MCCARTNEY, JEFFREY C	NET 60 Days
QTY / Units	UOM	----- Remark -----	Unit Price	Total

**WATER TREATMENT EQUIPMENT PROCUREMENT 2022  
PAYMENT APPLICATION 3**

1.00	LS	* After completion of selected Special Services including installation oversight, startup, testing, and submittal of O&M Manual (10%)	\$52,826.92	\$52,826.92
<b>Sub Total ==&gt;</b>				<u>\$52,826.92</u>

<b>Total Taxable Amount</b>	<b>\$52,826.92</b>
<b>Total Tax Amount</b>	<b>\$2,905.48</b>
<b>Total Retainage Amount - 0%</b>	<b>\$0.00</b>
<b>Total Invoice Amount</b>	<b>\$55,732.40</b>

Layne Christensen Company will institute a late payment charge at a rate of 18% per annum (unless a lower rate is required under applicable law, in which case the lower rate will apply) for all payments not made on or before the due date. It is the policy of Layne Christensen to preserve all lien and payment bond rights where available. All notifications are sent strictly for this purpose.

# APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: **City of Hickman**  
 115 LOCUST ST  
 HICKMAN, NE 68372

PROJECT: **WT Equipment Procurement 2022**  
 23100 S 68TH ST  
 HICKMAN, NE 68372

APPLICATION NO.: **3**  
 APPLICATION DATE: **03/27/24**  
 PERIOD TO: **11/01/23-3/31/24**  
 LAYNE PROJECT NO.: **1160892**  
 AGREEMENT DATE: **07/26/22**  
 PROJECT NO. **022-02777**  
 LAYNE INVOICE NO.: **2675400**

DISTRIBUTION;  
 OWNER  
 ARCHITECT  
 ENGINEER  
 GC  
 OTHER

SUBMITTED FROM: **Layne Christensen Company**  
 1811 S ALMA SCHOOL RD STE 260  
 MESA, AZ 85210-3042

ENGINEER: **Olsson**  
 601 P ST STE 200  
 LINCOLN, NE 68508-2304

CONTRACT FOR: **Water Treatment Equipment Procurement 2022**

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this Application.

ORIGINAL CONTRACT SUM.....	\$	557,324.00
NET CHANGE BY CHANGE ORDERS.....	\$	(2,789.50)
CONTRACT SUM TO DATE.....	\$	554,534.50
TOTAL COMPLETED AND STORED TO DATE.....	\$	498,802.10
RETAINAGE:		
0 % OF PREVIOUS APP.	\$	-
0 % OF REQ. THIS PERIOD	\$	-
0 % OF STORED MATERIAL	\$	-
TOTAL RETAINAGE.....	\$	-
TOTAL EARNED LESS RETAINAGE.....	\$	498,802.10
LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	443,069.70
CURRENT PAYMENT DUE.....	\$	55,732.40
BALANCE TO FINISH INCLUDING RETAINAGE.....	\$	55,732.40

(See Continuation Sheet for Original Contract and Change Order Breakdown.)

The undersigned Contractor certifies that to the best of their knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the undersigned for Work covered by previous Certificates for Payment where payments have been received from Owner, and the current payment shown herein is now due.

CONTRACTOR: Layne Christensen Company

By:   
 Jeffrey C. McCartney, Area Manager

State of ARIZONA  
 County of MARICOPA



MIRANDA BUSTAMANTE  
 NOTARY PUBLIC - ARIZONA  
 MARICOPA COUNTY  
 COMMISSION # 662857  
 MY COMMISSION EXPIRES  
 MARCH 10, 2028  
 03/27/2024

Subscribed and sworn to before me this 27th day of March, 2024.

  
 Notary Public

## ARCHITECT/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this Application, the Architect/Engineer certifies that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Construction Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheets that changed to conform to the amount certified.)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

A	B	C-1	C-2	C-3	D	E	F	G		H	I
Item Number	Description of Work	Scheduled Value	Contract Modification	Adjusted Value	Previous Applications	Requisition This Period	Stored Materials	Total Completed & Stored To Date	% Comp.	Balance To Finish	Retainage 0%
<b>1160892</b>	<b>Original Contract</b>										
OC-001	After approval by Engineer of all Shop Drawings and of all Samples (30%)	\$ 158,480.76	\$ -	\$ 158,480.76	\$ 158,480.76	\$ -	\$ -	\$ 158,480.76	100%	\$ -	\$ -
OC-002	After receipt of the Goods has been acknowledged (50%)	\$ 264,134.60	\$ -	\$ 264,134.60	\$ 264,134.60	\$ -	\$ -	\$ 264,134.60	100%	\$ -	\$ -
OC-003	After completion of selected Special Services including installation oversight, startup, testing, and submittal of O&M Manual (10%)	\$ 52,826.92	\$ -	\$ 52,826.92	\$ -	\$ 52,826.92	\$ -	\$ 52,826.92	100%	\$ -	\$ -
OC-004	Final Acceptance (10%)	\$ 52,826.92	\$ -	\$ 52,826.92	\$ -	\$ -	\$ -	\$ -	0%	\$ 52,826.92	\$ -
OC-005		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Subtotal - Original Contract	\$ 528,269.20	\$ -	\$ 528,269.20	\$ 422,615.36	\$ 52,826.92	\$ -	\$ 475,442.28	90%	\$ 52,826.92	\$ -
	<b>TOTAL</b>	<b>\$ 528,269.20</b>	<b>\$ -</b>	<b>\$ 528,269.20</b>	<b>\$ 422,615.36</b>	<b>\$ 52,826.92</b>	<b>\$ -</b>	<b>\$ 475,442.28</b>	<b>90%</b>	<b>\$ 52,826.92</b>	<b>\$ -</b>
<b>1160892</b>	<b>Change Orders</b>										
CCO-001	Additional Electrical Cost 1/22/2024	\$ -	\$ (2,644.08)	\$ (2,644.08)	\$ (2,644.08)	\$ -	\$ -	\$ (2,644.08)	100%	\$ -	\$ -
CCO-002		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
CCO-003		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
CCO-004		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
CCO-005		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Subtotal - Change Orders	\$ -	\$ (2,644.08)	\$ (2,644.08)	\$ (2,644.08)	\$ -	\$ -	\$ (2,644.08)	100%	\$ -	\$ -
	<b>TOTAL</b>	<b>\$ 528,269.20</b>	<b>\$ (2,644.08)</b>	<b>\$ 525,625.12</b>	<b>\$ 419,971.28</b>	<b>\$ 52,826.92</b>	<b>\$ -</b>	<b>\$ 472,798.20</b>	<b>90%</b>	<b>\$ 52,826.92</b>	<b>\$ -</b>
<b>1160892</b>	<b>Sales Tax @ 5.5%</b>										
ST-001	After approval by Engineer of all Shop Drawings and of all Samples (30%)	\$ 8,716.44	\$ -	\$ 8,716.44	\$ 8,716.44	\$ -	\$ -	\$ 8,716.44	100%	\$ -	\$ -
ST-002	After receipt of the Goods has been acknowledged (50%)	\$ 14,527.40	\$ -	\$ 14,527.40	\$ 14,527.40	\$ -	\$ -	\$ 14,527.40	100%	\$ -	\$ -
ST-003	After completion of selected Special Services including installation oversight, startup, testing, and submittal of O&M Manual (10%)	\$ 2,905.48	\$ -	\$ 2,905.48	\$ -	\$ 2,905.48	\$ -	\$ 2,905.48	100%	\$ -	\$ -
ST-004	Final Acceptance (10%)	\$ 2,905.48	\$ -	\$ 2,905.48	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,905.48	\$ -
ST-005	Additional Electrical Cost 1/22/2024	\$ -	\$ (145.42)	\$ (145.42)	\$ (145.42)	\$ -	\$ -	\$ (145.42)	100%	\$ -	\$ -
	Subtotal - Sales Tax	\$ 29,054.80	\$ (145.42)	\$ 28,909.38	\$ 23,098.42	\$ 2,905.48	\$ -	\$ 26,003.90	90%	\$ 2,905.48	\$ -
	<b>GRAND TOTAL</b>	<b>\$ 557,324.00</b>	<b>\$ (2,789.50)</b>	<b>\$ 554,534.50</b>	<b>\$ 443,069.70</b>	<b>\$ 55,732.40</b>	<b>\$ -</b>	<b>\$ 498,802.10</b>	<b>90%</b>	<b>\$ 55,732.40</b>	<b>\$ -</b>



## MASTER AGREEMENT WORK ORDER

This exhibit dated April 3, 2024 is hereby attached to and made a part of the Master Agreement for Professional Services dated August 31, 2020 between the City of Hickman, NE (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is as indicated below.

### GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: Hickman, Nebraska (WWTP Access Drive)

Project Description: Wetland Delineation and Section 404 Nationwide Permit Application

### SCOPE OF SERVICES

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

#### TASK 100 – WETLAND DELINEATION

A Wetland Delineation of the project study area, which is defined as approximately 3 acres along Highway 55 near Hickman, Lancaster County, Nebraska. Olsson will follow the methods described in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (January, 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0) (March, 2010).

- **Desktop Review.** The first step of the Wetland Delineation consists of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetlands Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.
- Using the methodology described in the USDA Part 650-Engineering Field Handbook, Olsson will complete WETS Tables to determine if the area had a normal amount of precipitation for a given year. Once years with normal precipitation are determined, Olsson will review historic NAIP aerials to determine if signatures of wetlands are present in those years determined to have normal amounts of precipitation.

- **Site Visit.** Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands and other waters identified during the desktop review. The site visit must be conducted during the USACE specified growing season (May 1 – October 31). The site visit will be conducted by traversing the project study area to identify wetland characteristics including hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland and/or other waters boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Midwest Region Data Forms will be filled out. Photographs documenting site conditions, including wetlands and other waters, will be taken. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.
- **Report.** Upon completion of the site visit a report documenting the findings of the Wetland Delineation will be prepared detailing the presence or absence of wetlands and other waters within the project study area. The Wetland Delineation Report will include a narrative of how the Wetland Delineation was conducted and a summary of the results of the Wetland Delineation. Figures documenting information gathered during the desktop review and figures showing wetland and other waters boundaries, sample point locations, and photo point locations will be included along with a photo log documenting conditions at the time of the site visit.

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

Olsson will calculate impacts to wetlands and other waters based upon the proposed improvements.

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

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

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

## **B. ASSUMPTIONS**

### CLIENT WILL PROVIDE:

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

### ITEMS NOT INCLUDED IN SCOPE:

1. Preliminary Jurisdictional Evaluation
2. Jurisdictional Determination Request
3. Individual Section 404 Permit Application
4. Additional Site Visits with USACE
5. Database Review of State and Federally listed Threatened and Endangered Species
6. Migratory Bird Treaty Act Nesting Surveys
7. Bald and Golden Eagle Nest Surveys
8. Agency Requested Threatened and Endangered Species-Specific Survey
9. Agency Requested Historic or Cultural Resource Surveys
10. Floodplain Permitting
11. Wetland Mitigation Services

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

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

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

## SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: May 1, 2022

Anticipated Completion Dates: See below

Wetland Delineation Report: The report will be submitted within 45 days upon receipt of the signed contract so long as the contract is received prior to or between May 1 and September 30.

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

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

## COMPENSATION

Task	Description	Fee Type	Fee
Task 100	Wetlands Delineation.	Fixed Fee	\$7,800
Task 200	Section 404 Nationwide Permit Application and Coordination (If required)	Fixed Fee	\$7,000
<b>Total</b>			<b>\$14,800</b>


## TERMS AND CONDITIONS OF SERVICE

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

Client's designated Project Representative shall be Kelly Oelke.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By  \_\_\_\_\_

By  \_\_\_\_\_

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

**CITY OF HICKMAN**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_



**AGREEMENT  
BETWEEN OWNER AND ARCHITECT  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of March 27, 2024 (“Effective Date”) between \_\_\_\_\_ (“Owner”) and JEO Consulting Group, Inc. (Engineer)

Owner’s project, of which the Architect’s services under this Agreement are a part, is generally identified as follows:

Hickman - Pickleball Court Park (“Project”).

JEO Project Number: TBD

Owner and Architect further agree as follows:

**ARTICLE 1 - SERVICES OF ARCHITECT**

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**1.01 Scope**

- A. Architect shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit D.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Architect as set forth in Exhibit A and per the terms in Exhibit D.
- B. The fee for the Project is as noted in Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Architect. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions

**4.02 Total Agreement**

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Architect and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Hickman, NE

Architect: JEO Consulting Group, Inc.



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By: \_\_\_\_\_

By: Eric J. Casper

Title: \_\_\_\_\_

Title: Project Manager / Senior Landscape Architect

Date Signed: \_\_\_\_\_

Date Signed: 03/27/2024

Address for giving notices:

Address for giving notices:

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JEO Consulting Group, Inc.

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2000 Q. Street

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Suite 500

---

Lincoln, NE 68503



**SCOPE OF SERVICES:  
Exhibit A**

**PROJECT DESCRIPTION**

JEO understands that the project will consist of new pickleball courts and a parking area for golf carts/UTV's and/or accessible vehicular automobiles in Hickman, NE. The scope of services for this project is limited initially to efforts that surround programming and concepting of the site. Following this preliminary planning phase there will be a need for additional project phases that will develop the site design and detail the project for construction purposes. The additional project phases include Topographical Survey, Site Civil Design, Bidding and Construction Administration phases. Services for these future project phases (scope and fee) will be negotiated after completion of the preliminary planning effort to define project scope. The following tasks are based on information provided by Kelly Oelke, CPM (Client):

**1. PRELIMINARY SITE DESIGN**

1.1 Project Kick-Off and Project Initiation

- 1.1.1 Conduct the project Initiation/Kick-off Meeting – Meet with owner representatives and other interested parties. **(Conference / Web Call)**
- 1.1.2 The purpose of the meeting will be to introduce members of the team, establish lines of communication, and to gain input regarding project requirements and goals in detail and review available data pertaining to the project area.

1.2 Data Collection, Inventory and Assessment

- 1.2.1 JEO will use the available lidar and current aerial photography to serve as the base for the preliminary planning effort.
- 1.2.2 Review Comprehensive Plan, Future Land Use and Zoning to determine entitlement request and design criteria

1.3 Design Alternatives

- 1.3.1 Develop two (2) conceptual site plan drawings
  - 1.3.1.1 Plans will be produced at a level of detail to identify and graphically represent major site components but not to a level of detail of schematic design or design development drawings.
  - 1.3.1.2 Meet with the Owner to review conceptual plans **(Conference / Web Call)**
  - 1.3.1.3 Develop planning-level cost estimates for the improvements

**2. OWNER RESPONSIBILITIES**

- 2.1 Provide timely review of documents or requests for information
- 2.2 Provide access to property for investigation services

**3. FEE**

3.1 JEO proposes to provide the services defined above for the lump sum fees defined below:

<i>Task</i>	<i>Fee</i>
<b>Preliminary Site Design</b>	<b>\$ 3,500.00</b>
<b>Total (Not to Exceed)</b>	<b>\$ 3,500.00</b>

3.2 Progress Payments:

- 3.2.1 JEO will bill for services completed near the beginning of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 3.2.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 3.2.3 Payments will be applied first to the interest then principal.
- 3.2.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

**4. CONTRACT TIME**

- 4.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.

**5. EXCLUSIONS**

- 5.1 Environmental services, such as wetland delineations, endangered species surveys, bird surveys, applications and submittals for permits with USCOE, and mitigation plans
- 5.2 Floodplain, Corps 404, or other environmental assessments or permitting, not outlined in the scope of services
- 5.3 Geotechnical services
- 5.4 Architectural design services
- 5.5 Civil construction documents
- 5.6 Traffic study
- 5.7 Attendance at City Planning Commission and City Council meetings, and other meetings not outlined in the scope of services
- 5.8 Legal descriptions and/or easements not within the proposed platted area
- 5.9 Preparation of construction contracts with selected contractors
- 5.10 Any other item not outlined in the scope of services

**6. REIMBURSABLE EXPENSES**

- 6.1 Typical reimbursable expenses are included in the lump-sum and include: Mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 6.2 Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project.)

**7. ADDITIONAL TERMS**

- 7.1 The General Conditions are specified in Exhibit B.

# JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

## GENERAL CONDITIONS

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. CLIENT RESPONSIBILITIES:** The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

**a.** Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

**b.** When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

**c.** The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

**d.** If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

**e.** Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and

# JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

## GENERAL CONDITIONS

their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



## **MASTER AGREEMENT WORK ORDER**

This exhibit dated April 4, 2024, is hereby attached to and made a part of the Master Agreement for Professional Services dated August 31, 2020, between the City of Hickman, NE (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is as indicated below.

### **GENERAL**

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

### **PROJECT DESCRIPTION AND LOCATION**

Project will be located at: 839 Titan Dr., Hickman, NE 68372

Project Description: Pickleball Courts

### **SCOPE OF SERVICES**

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

#### **Phase 100 - Project Management**

Olsson shall complete project management tasks throughout the design process to ensure timely and accurate project advancement. Tasks performed during this phase shall include the following:

- Gather input from City staff or it’s representatives regarding desired features such as bleachers, bike racks, benches, parking, sidewalks, shade structures, etc.
- Perform regular Client correspondence with parties of interest to provide progress updates or to coordinate needed information about the project.
- Review design schedule and adjust to maintain delivery milestones.
- Ensure quality reviews are performed before progress submittals.

#### **Phase 200 - Topographic Survey**

Olsson shall complete a topographic survey that represents the current conditions at the site. Tasks performed during this phase shall include the following:

- Topographic features shall be surveyed to create a surface represented by one (1) foot contours. Features within the limits of the site shall be located, including but not limited to roads, structures, pipes, varying surfaces, and utilities.
- Field personnel may utilize an ATV to drive open areas to gather survey data.

- Platted or property lines will be shown on the site plan using field location of any existing lot pins found. No Legal Boundary Survey will be performed to determine the property boundaries.
- Survey Limits are as shown on the attached Exhibit "A".
- A Utility-One-Call shall be made for the site. Utilities that are marked by the utility providers shall be located. Above ground visible utilities shall also be located. Olsson will not be responsible for underground utilities not marked by the utility locate or underground structures or tanks that are not visible on the surface. No underground exploration for utilities will be provided. An attempt will be made to obtain utility maps from the utilities listed on the Utility-One-Call. If utility maps are provided, they will be placed on the survey. Manholes or inlets shall be opened to get pipe size and flow line elevations.

### **Phase 300 - Civil Conceptual Design**

Olsson shall prepare a conceptual design plan showing the maximum number of Pickleball Courts on the property at 839 Titan Drive, while also considering parking needs, sidewalks, and user circulation space. The Conceptual site plan shall include the following:

- Review of site grades to ensure adequate drainage. (no initial concerns based upon site visit)
- Prepare a site layout showing the proposed improvements.
- Prepare up to two (2) revisions based upon review comments.
- Prepare an opinion of construction cost.
- Deliver conceptual design documents in both paper and electronic format.

### **Phase 400 - Civil Final Design**

Upon approval from the City, Olsson shall proceed with final design including development of contract documents to show the general scope, extent, and character of the work to be furnished and performed by the Contractor. Computer aided drafting (CAD) drawings and specifications will be developed for the project. Tasks performed under this phase of the work shall include the following:

- Perform final design by incorporating Client comments from the conceptual design.
- Prepare final plan sheets to be used as construction documents.
- Prepare technical specifications.
- Prepare final design cost estimates.
- Perform internal quality review for the entire project package.
- Prepare 60% design submittal in pdf format for the Client to review and provide comments.
- Prepare 100% design submittal in pdf format for the Client to review.
- Attend one (1) council meeting to obtain approval of the project to advertise for bids.

The following construction drawing plan sheets are anticipated:

- Cover Sheet
- Existing Conditions and Removals Plan
- Site Plan
- Grading and Drainage Plan
- Pickleball Courts Detailed Design
- Detail Sheets

## **Phase 500 - Bid Phase Services**

Olsson shall assist the Client in the selection of private construction contractors on a competitive public bid basis. One bid package for one bid period is included in this phase. Tasks performed under this phase of the work shall include the following:

- Prepare and Distribute Bid Documents - Olsson shall arrange for the preparation and distribution of bid documents to prospective bidders. To maximize awareness of the improvements, a Bid Notice will be sent to qualified contractors that have previously bid on like projects to increase competitiveness in the bidding process.
- Answer Bidder Questions – Olsson shall answer bidder’s questions regarding the construction documents.
- Maintain Bidders List – Olsson shall collect and maintain information about the bidders that have bidding documents.
- Prepare Addenda – Olsson shall prepare addenda that may be needed during the bid phase and distribute to the bidders that have bidding documents. Up to one (1) addendum is included.
- Attend Bid Opening – Olsson shall host the bid opening at a designated location and assist Client in opening bids.
- Evaluate Bids – Olsson shall evaluate the bids and qualifications of the bidders and provide a tabulation of all bids for comparison and discussion with Client. We will also make a recommendation of award to Client based on the bid tabulations.
- Attend Council Meeting to Recommend Bid – Olsson shall attend one (1) council meeting to recommend a bid and answer any questions regarding the bid recommendation.
- Prepare Conforming Copies of Contracts – Olsson shall assist the Client in the preparation and distribution of conforming copies of the executed contracts.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client’s prior written approval.

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

## **SCHEDULE FOR OLSSON’S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement promptly upon signing.

## **COMPENSATION**

<b>Phase</b>	<b>Task Description</b>	<b>Fee Amount</b>	<b>Fee Type</b>
100	Project Management	\$3,000.00	Lump Sum
200	Topographic Survey	\$2,500.00	Lump Sum
300	Civil Conceptual Design	\$3,000.00	Lump Sum
400	Civil Final Design	\$14,500.00	Lump Sum
500	Bidding Services	\$3,500.00	Lump Sum



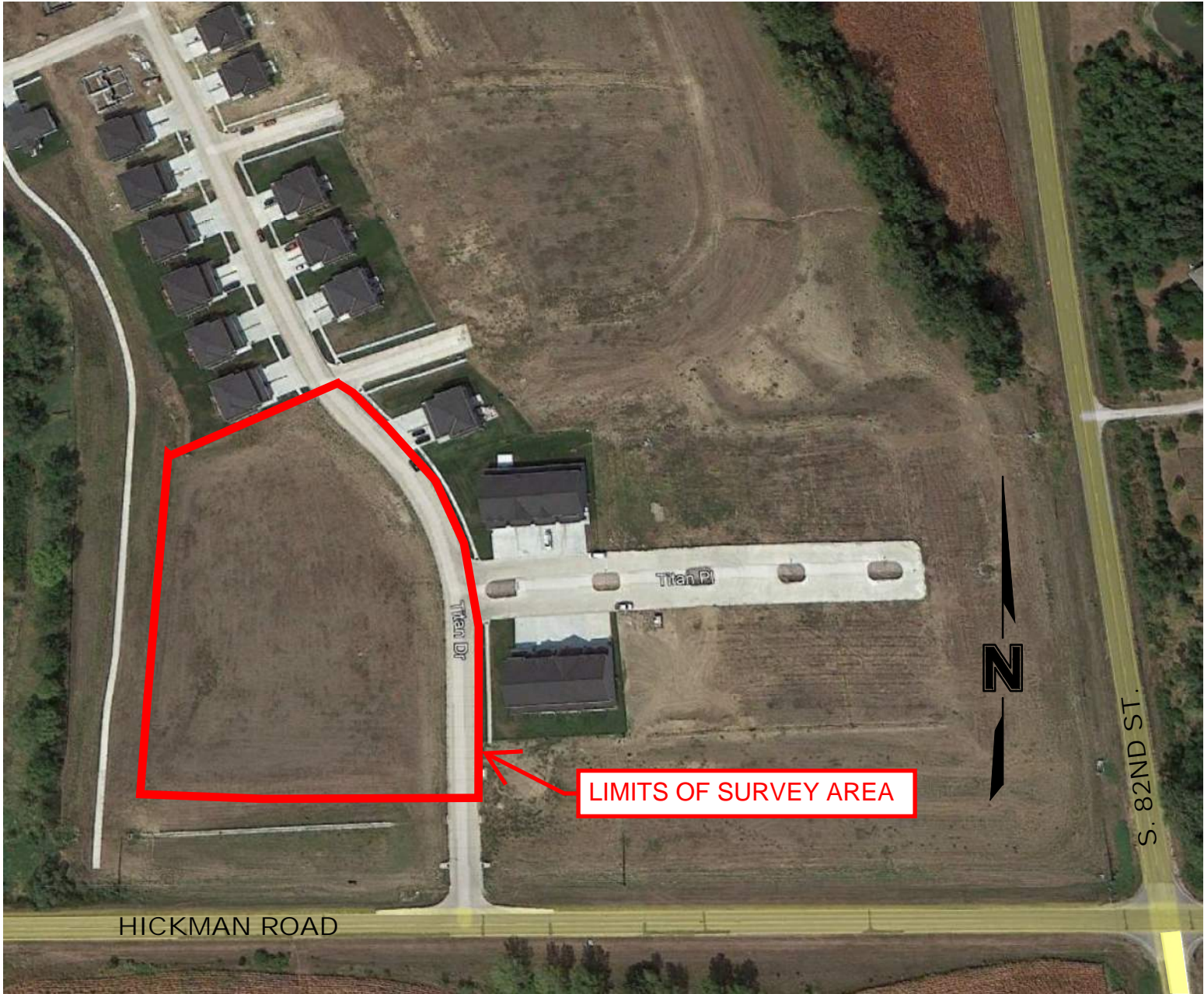


EXHIBIT "A"

## Kelly Oelke

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**From:** Shayne Huxoll <shuxoll@olsson.com>  
**Sent:** Thursday, April 4, 2024 5:36 PM  
**To:** Kelly Oelke  
**Cc:** Justin Stark; Brian Schuele  
**Subject:** Hickman Pickleball Courts: Scope and Fee  
**Attachments:** Hickman Pickleball Courts\_Design Scope and Fee.pdf

Kelly,

On behalf of Olsson, I want to thank you for the opportunity to submit a proposal for the proposed pickleball courts in Hickman. Attached is our scope and fee outlining all services from kick-off of the project through bidding. If the intent is to only perform Phase 100 through Phase 300 at this time, the total of these phases would be added together with a commensurate reduction of project management costs. If selected, we'll follow up with a signed work order including any possible changes.

You may already know this, but we've either completed pickleball courts in Lincoln (Peterson Park & Jensen Park) or we're designing the conversion of tennis to pickleball courts at three other facilities in Lincoln. I may have also mentioned that we've designed a pickleball court in Syracuse that'll start construction next month. It's a popular activity and we have first-hand knowledge from users when it comes to preferred features and how the design incorporates them.

If you have any questions or need anything more, please let me know.

Thanks

### Shayne Huxoll

Design Technical Manager / Civil

**D** 402.458.5656

**C** 402.430.3096

601 P Street, Suite 200

Lincoln, NE 68508

**O** 402.474.6311



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[View Legal Disclaimer](#)

## Kelly Oelke

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**From:** Joe Davis <thehbg2023@gmail.com>  
**Sent:** Tuesday, March 26, 2024 4:14 PM  
**To:** Kelly Oelke  
**Subject:** 107 Locust

Good afternoon, Kelly.

I am writing to you in regards to the sidewalk and street curbing in front of our property, located at 107 Locust Street. It appears, during snow removal, a city truck or plow has damaged the curbing. There is a large amount of concrete missing that has created a safety concern, for pedestrians and tires on vehicles. I would like to discuss options for getting this repaired. Also, there is currently a street light located on the sidewalk of our property. It appears, during settling and possible high winds, the concrete pole base has shifted and caused the sidewalk to heave. This has caused a tripping hazard in front of our property. I would also like to discuss options for getting this repaired.

As a property owner, in downtown Hickman, I am aware it is my responsibility to maintain and repair the concrete surface from our building to the street. However, when city owned vehicles and lights damage what I am supposed to maintain, I fail to understand why it should become my sole expense. I would like to ask the city to assist me in covering the replacement cost of the damaged curbing and sidewalk. I have asked Silver Ridge Construction for a breakdown bid for the replacement of the curb and the sidewalk, I have sent the bids to you in a separate email.

I will have to remove the beer garden fence in order to get another project done. So, rather than taking the fence down twice, I'd rather just do all of the concrete at one time.

If you are able to meet or give me a call to discuss options, I would greatly appreciate your input on this matter.

Thank you for your time!

Joe Davis  
Hickman Bar & Grill  
402-480-5176



PO Box 22812, Lincoln, NE 68542  
C 402-432-2450 • F 402-718-9240  
www.silverridgeconstruction.com

Project: **Hickman Bar Curb & Gutter**  
To: **Joe Davis**

Date: **3/1/2023**  
Price: **\$3,745.00**

**Scope: City Curb & Gutter Flatwork**

APPROX: 55LF - Tearout Existing Curb & Gutter & Haul Away  
APPROX: 55LF - 24" Combination Curb & Gutter Replacement  
APPROX: 1EA - Tons of 2" Concrete Fines Fill Material

**Materials Included in Proposal:**

Concrete, 2" Exterior Fill Material, Sales Tax, Wire Mesh, #4 Rebar (or Fiberglass Rebar), 1/8" Saw Cutting, Broom Finish Exterior Concrete, Forming Materials, All Labor, Materials and equipment needed to complete work stated in scope.

**Excluded From Project:**

Snow Removal, Termite Control, Concrete Flatwork that is not listed above, Site Layout, Exterior Drain Tile, Glenium, Admixtures, Winter Conditions and Charges, Ground Thawing, In-slab floor heating labor and material, Exterior Pump Truck and Charges, Vapor Barrier, Sub-grade and concrete testing, Bonding agent, Polished and Stained Concrete, Grouting, Light weight concrete, Decorative Concrete, Grading and backfill, Footings and Walls, Water proofing, Anchor bolts, Cure, Framing for Shelter Stoop, Rubber Membrane, Sealing, Mass excavation, Drain and Installation, Demolition, Concrete toppings, Sub-Grad Prep +/- 1", Caulking and Joint Sealants, Epoxy Flooring, Bid Bond, Void Forms, Rigid Foam, Truncated Domes, Supply Increase, Not responsible for damage caused by unforeseen items (sprinklers, utility lines, etc.) If multiple items are priced, price is for all options being accepted. IF all options are not accepted, there will be an added mobilization costs.

---

**Accepted**

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**Silver Ridge Construction, Inc.**  
Tim Cheney, Project Manager  
Email: [tim@silverridgeconstruction.com](mailto:tim@silverridgeconstruction.com)  
Office/Fax: 402-718-9240  
Cell: 402-432-2450

Terms and Conditions: \*Payments for completed work are due upon receipt. Accounts past due will bear interest of 1 1/3% per month, accrued from the first of the month in which they are billed. \*By accepting this proposal as indicated by my signature above, I acknowledge the scope of work to be completed, understand all proposal notes, and guarantee payment according to the terms set forth in this proposal. This Proposal will become part of the contract documents. This Proposal is valid for 45 days after date above.



PO Box 22812, Lincoln, NE 68542  
C 402-432-2450 • F 402-718-9240  
www.silverridgeconstruction.com

Project: **Hickman Bar Concrete**  
To: **Joe Davis**

Date: **2/27/2024**  
Price: **\$13,465.00**

**Scope: Front Walk Flatwork**

APPROX: 525SF - Tearout Existing Sidewalk & Haul Away  
APPROX: 525SF - 5" Sidewalk Replacement w/ #4 @ 36" OC EW  
APPROX: 16SF - 5" Stoop Cap w/ #4 @ 12" OC EW  
APPROX: 2EA - Post Hole Footings for Stoop  
APPROX: 500LF - #4 Rebar  
APPROX: 150LF - 1/2" Expansion Joint  
APPROX: 10EA - Tons of 2" Concrete Fines Fill Material  
APPROX: 2EA - Mobilizations for Access to Bar

**Front Walk Total - \$6,955.00**

**Scope: Cooler Pad Footings & Flatwork**

APPROX: 80SF - Tearout Existing Patio & Haul Away  
APPROX: 26LF - 12" x 42" Trench Footing  
APPROX: 326LF - 8" Stem Wall  
APPROX: 80SF - 4" Slab on Grade w/ #4 @ 18" OC EW  
APPROX: 500LF - #4 Rebar  
APPROX: 50LF - 1/2" Expansion Joint  
APPROX: 6EA - Supply & Installation of 2" Rigid Foam  
APPROX: 80SF - Supply & Installation of Vapor Barrier  
APPROX: 26LF - Excavation of Footings  
APPROX: 1EA - Tons of 4" Concrete Fines Fill Material

**Cooler Pad Footing & Flatwork Total - \$6,510.00**

**Materials Included in Proposal:**

Concrete, 2" Exterior Fill Material, Sales Tax, Wire Mesh, #4 Rebar (or Fiberglass Rebar), 1/8" Saw Cutting, Broom Finish Exterior Concrete, Forming Materials, All Labor, Materials and equipment needed to complete work stated in scope.

**Excluded From Project:**

Removal of Existing Structure, Snow Removal, Termite Control, Concrete Flatwork that is not listed above, Site Layout, Exterior Drain Tile, Glenium, Admixtures, Winter Conditions and Charges, Ground Thawing, In-slab floor heating labor and material, Exterior Pump Truck and Charges, Vapor Barrier, Sub-grade and concrete testing, Bonding agent, Polished and Stained Concrete, Grouting, Light weight concrete, Decorative Concrete, Grading and backfill, Footings and Walls, Water proofing, Anchor bolts, Cure, Framing for Shelter Stoop, Rubber Membrane, Sealing, Mass excavation, Drain and Installation, Demolition, Concrete toppings, Sub-Grad Prep +/- 1", Caulking and Joint Sealants, Epoxy Flooring, Bid Bond, Void Forms, Rigid Foam, Truncated Domes, Supply Increase, Not responsible for damage caused by unforeseen items (sprinklers, utility lines, etc.) If multiple items are priced, price is for all options being accepted. If all options are not accepted, there will be an added mobilization costs.

Accepted

**Silver Ridge Construction, Inc.**  
Tim Cheney, Project Manager  
Email: [tim@silverridgeconstruction.com](mailto:tim@silverridgeconstruction.com)  
Office/Fax: 402-718-9240  
Cell: 402-432-2450

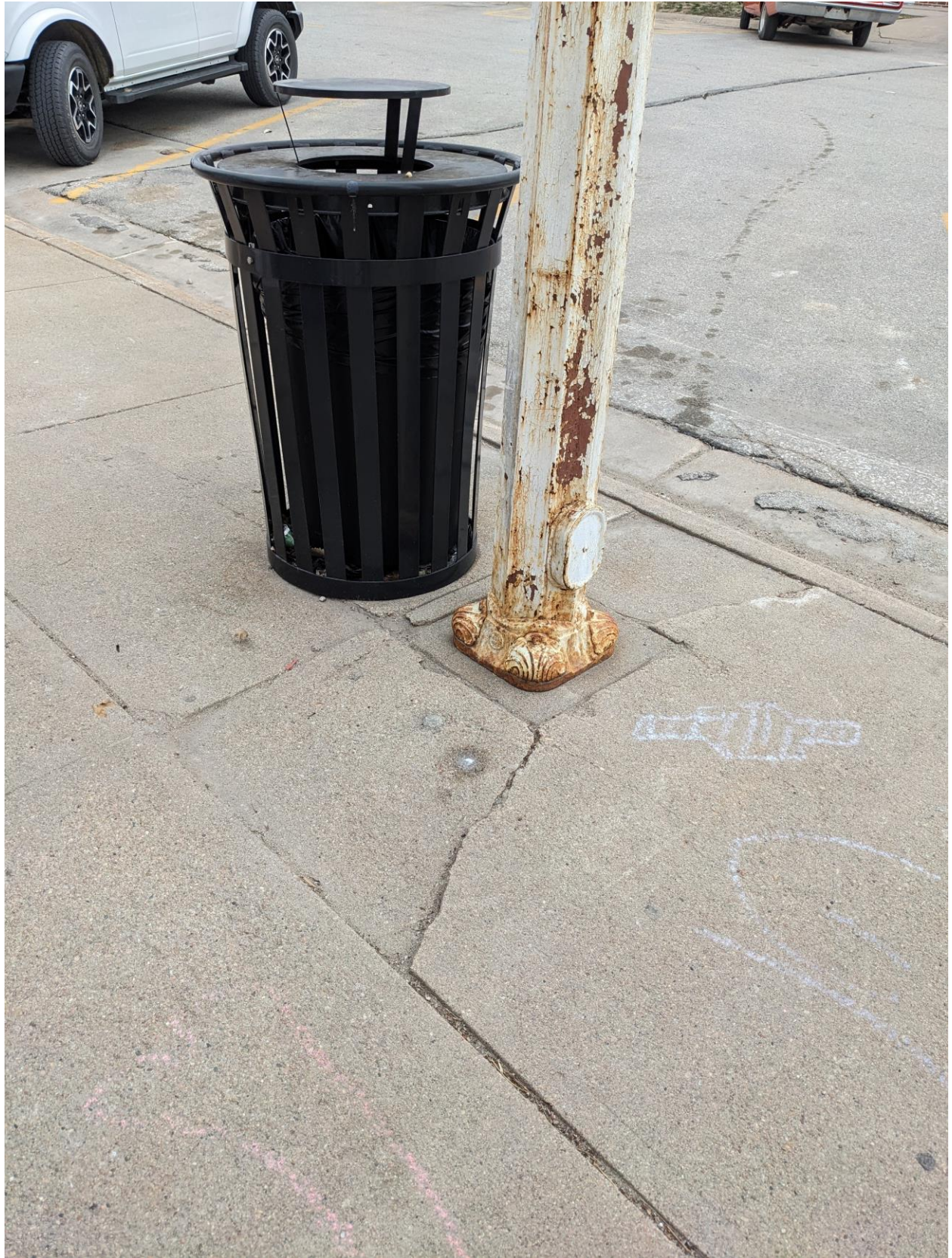
Terms and Conditions: \*Payments for completed work are due upon receipt. Accounts past due will bear interest of 1 1/3% per month, accrued from the first of the month in which they are billed. \*By accepting this proposal as indicated by my signature above, I acknowledge the scope of work to be completed, understand all proposal notes, and guarantee payment according to the terms set forth in this proposal. This Proposal will become part of the contract documents. This Proposal is valid for 45 days after date above.











Good morning,

H salon & day spa would like to do a Earth Month Walk on Sunday, April 28th from 1:00-2:00.

Just a Fun 1 or 2 mile walk. No bibs or timers or anything like that. It would be nice to use the downtown trail so we don't worry about blocking off a street.

All proceeds will go to our Earth Month Fundraiser For Charity Water. We don't know how many people to expect yet, but if they come walk that afternoon they would receive a seedling tree & Aveda hair product goodie bag for their donation.

\$20 individual entry

\$40 family entry

Please let me know if there is something else I need to get you, or who I need to be in contact with to use the trail.

Thank you,

Emily Huttes

402-429-6274

Co-Owner & Stylist

H salon & day spa

Blue is 2 mile  
Red is 1 mile

Goodie bag  
Pickup & registration



**ORDINANCE NO. 2024-01  
MASTER FEE SCHEDULE**

AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF HICKMAN FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO: BUILDING PERMIT & INFRASTRUCTURE FEES, ZONING FEES, OCCUPATION TAX, PUBLIC RECORDS, RESPONSE TO CODE VIOLATIONS & OTHER INCIDENTS, RECREATION, ANNUAL FEES & LICENSES, RETURNED CHECK FEE; MUNICIPAL UTILITIES INCLUDING WATER, SEWER AND ELECTRICAL FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF HICKMAN AND TO PROVIDE THE EFFECTIVE DATE HEREOF, AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

**Section 1.** The City Council of the City of Hickman has determined that the fee structure for services and products provided by the City shall be as follows:

**1. BUILDING PERMIT & INFRASTRUCTURE FEES**

**A. NEW RESIDENTIAL CONSTRUCTION FEES (WITHIN CITY LIMITS)**

Sewer Fees:

Sewer Connection Fee	\$520.00
Sewer Infrastructure Fee*	\$780.00

Water Fees:

Water Connection Fee:	
1" (includes Meter & Ball Valve)	\$975.00
>1" (includes Meter & Ball Valve)	\$650.00
	+ Actual Cost of Meter & Valve
Water Infrastructure Fee*	\$1,040.00

Electrical Fees:

Electrical Connection Fee	\$780.00
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Streets Fees:

Streets Infrastructure Fee*	\$520.00
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Parks Fees:

Parks Infrastructure Fee*	\$910.00
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\*Exemption from Infrastructure Fees: The replacement of a residential building or structure that meets the definition of a dangerous building, per Hickman Municipal Code 3-507, with a new building or structure of the same use, provided the rebuilding or replacement occurs no later than ten years after the demolition or removal of the previous building or structure, shall be exempt from all infrastructure fees. The connection fees shall be paid during the replacement of a dilapidated, destroyed or partially destroyed structure only when new tap or connection is necessary.

**B. NEW COMMERCIAL CONSTRUCTION FEES (WITHIN CITY LIMITS)**

Sewer Fees:

Sewer Connection Fee	\$650.00
Sewer Infrastructure Fee	\$910.00

Water Fees:

Water Connection Fee:	
1" (includes Meter & Ball Valve)	\$975.00
>1" (includes Meter & Ball Valve)	\$650.00
	+ Actual Cost of Meter & Valve
Water Infrastructure Fee	\$1,040.00

**Ordinance No. 2024-01 - Master Fee Schedule**

Electrical Fees:	
Electrical Connection Fee	\$3,250.00 (Includes Transformer Vault)
Streets Fees:	
Streets Infrastructure Fee	\$520.00
Parks Fees:	
Parks Infrastructure Fee	\$910.00

**C. NEW CONSTRUCTION FEES (OUTSIDE OF CITY LIMITS WHEN CONNECTING TO CITY SERVICE)**

Sewer Fees:	
Sewer Connection Fee	\$2,080.00
Water Connection Fee:	
1" (includes Meter & Ball Valve)	\$3,900.00
>1" (includes Meter & Ball Valve)	\$2,080.00 + Actual Cost of Meter & Valve
Electrical Fees:	
Electrical Connection Fee	\$1,300.00

**D. INSPECTIONS FEES**

Residential Plan Review	\$50.00 per hour
Commercial Plan Review	\$50.00 per hour
Foundation	\$50.00
Framing Rough-In	\$50.00
Plumbing Ground Work	\$50.00
Plumbing Rough-In	\$50.00
Plumbing Finished	\$50.00
Fuel Gas Piping Rough-In	\$50.00
Fuel Gas Piping Final	\$50.00
HVAC Rough-In	\$50.00
HVAC Final	\$50.00
HVAC Deco Fireplace	\$50.00
Temporary Electrical	\$50.00
Electrical Rough-In	\$50.00
Electrical Final	\$50.00
Electrical Service (Panel)	\$50.00
Finish Building	\$50.00
Re-inspection Fee	Fee as listed above

**E. NEW CONSTRUCTION, REMODEL OR REPAIR VALUATION PER SQUARE FOOT**

Per Square Foot of Main Floor	X\$80.00
Per Square Foot of Finished	Upper/Lower Floors X\$65.00
Per Square Foot of Unfinished	Upper/Lower Floors X\$40.00
Per Square Foot of Garage	X\$40.00
Per Square Foot of Carport	X\$20.00
Per Square Foot of Agriculture Building	X\$18.50
Per Square Foot of Deck/Patio	X\$25.00
Per Square Foot of Remodel/Finish	X\$25.00
Per Square Foot of Addition	X\$40.00

**Ordinance No. 2024-01 - Master Fee Schedule**

**F. PERMIT FEE & Deposit & Penalty(Residential & Commercial)**

Construction Valuation < \$9,000.00	\$65.00	
Construction Valuation \$9,001.00 to \$49,999.00	\$65.00 + \$1.35	per \$1,000.00
Construction Valuation ≥ \$50,000.00	\$65.00 + \$1.35	per \$1,000.00
New Construction Refundable Deposit	\$500.00	
Penalty: Working without a Permit	3X Regular Permit Fee	

**G. OTHER BUILDING PERMIT FEES**

Accessory Building Placement <120ft <sup>2</sup>	\$45.00
Demolition Permit	\$100.00
Demolition Permit Deposit	\$1,000.00
Sidewalk Permit (New Construction)	\$45.00
Sidewalk Permit (Replacement)	\$0.00
Driveway/Curb Cut Permit	\$35.00
Fence	\$45.00
Floodplain Development Permit	\$200.00
Floodplain Development Permit For Temporary Swimming Pool	\$10.00
Swimming Pool Permit	\$35.00
Sign Permit	\$75.00
Temporary Sign Permit	\$35.00
Moving Building Permit	\$175.00
Occupancy Permit	\$100.00
Tower Development Permit Fee	\$3,500.00

**BUILDING PERMIT & INFRASTRUCTURE FEES REFUND POLICY**

The following fees or charges may be refunded as indicated:

Eighty percent (80%) of the building permit and infrastructure fees may be refunded if the work has not commenced and the request for refund is made within six months of the date of permit issuance.

**2. ZONING & VACATION FEES**

Administrative Re-plat Fee	\$350.00
Conditional Use Permit	\$500.00
Subdivision Preliminary Plat Fee	\$1,000.00 + \$10.00 per Lot
Subdivision Final Plat Fee	\$1,000.00 + \$10.00 per Lot
Vacate Plat Fee	\$500.00
Variance Request/Board of Adjustments	\$500.00
Zoning Change Request	\$500.00
Infrastructure Development Fee	\$1,250.00 per Acre
Engineering Review	\$100.00 +Actual Charges
Attorney Review	\$100.00 +Actual Charges
Request to Vacate Alley Fee	\$150.00
Annexation Request	\$150.00
Zoning & Subdivision Text Amendment	\$300.00

**3. OCCUPATION TAXES**

Retailer of Beer, on sale only, per year	\$50.00
Retailer of Alcoholic Beverages, Including beer, off sales only	\$300.00
Liquor License Publication Fee	\$20.00

**4. ANNUAL LICENSES & FEES**

Dog Licensing Fee up to 2 Dogs	\$10.00 per Dog
Dog Licensing Fee 3 or More Dogs	\$50.00 per Dog
Kennel License Fee	\$150.00
Tobacco License Fee	\$10.00
Fireworks License (Summer & Winter Sales)	\$1,500.00
Fireworks Deposit – Summer Sales	\$200.00
Fireworks Deposit – Winter Sales	\$200.00
Solicitor/Peddler License	\$35.00
Horse Permit Fee	\$50.00 per Horse
Horse Permit Late Fee	\$25.00 per Permit
Golf Car Registration Fee	\$25.00 per Golf Car
ATV/UTV Registration Fee	\$25.00 per ATV/UTV
Chicken Permit Fee	\$10.00
Block Party Permit Fee	\$25.00

**5. PUBLIC RECORDS AND COPY REQUEST**

8½ X 11 Regular Copy	\$0.25 per Page
8½ X 11 Regular Fax	\$1.00 per Page
8½ X 14 Legal Size Copy	\$0.50 per Page
11 X 17 Ledger Size Copy	\$1.00 per Page
Open Records Searching, Identifying, Physically Redacting, or Copying >4 hours.	Actual Calculated Labor Cost
8½ X 11 Official Zoning Map	\$1.00
Comprehensive Plan	\$100.00
Zoning Regulation	\$50.00
Subdivision Regulations	\$25.00

**6. RESPONSE TO CODE VIOLATIONS & OTHER INCIDENTS**

\*includes time of one city employee to operate

Nuisance Mowing (includes equipment & employee(s))	\$250.00 per event
Non-Nuisance Mowing*	\$75.00 per Hour
Weed Eater*	\$75.00 per Hour
Snow Plow*	\$125.00 per Hour
Street Sweeper*	\$75.00 per Hour
Self-Propelled Small Sweeper*	\$50.00 per Hour
Backhoe*	\$225.00 per Hour
Bucket Truck*	\$300.00 per Hour
Skid Steer*	\$100.00 per Hour
½ Ton Pick-up*	\$50.00 per Hour
Dump Truck*	\$250.00 per Hour
On Site Inspection	\$40.00

**Ordinance No. 2024-01 - Master Fee Schedule**

Parking Ticket Paid Within 7 Days	\$7.00
Parking Ticket Paid Within 30 Days	\$12.00
Additional Employee (No Equipment)	\$50.00 per Hour
Private Utility Line Repair	Actual Material Cost + Listed Equipment Rate + Actual Labor Cost of Additional Employees
Water - Restricted Use, Third Offense	\$250.00
Water - Restricted Use, Fourth & Continual Offenses	\$1,000.00

**7. RECREATION & COMMUNITY CENTER FEES**

**A. Hickman Team Annual Member Registration Fees\***

**\*per Event Registration Forms**

Coed T-Ball (No T-shirts)	\$35.00
Coed T-Ball (Includes 2 T-shirts)	\$45.00
Coed Coach Pitch (No T-shirts)	\$35.00
Coed Coach Pitch (Includes 2 T-shirts)	\$45.00
Girls Softball	\$110.00
Boys Baseball	\$140.00
Non-Hickman T-Ball/Coach Pitch Team Fee	\$60.00
Coed Youth Soccer (No T-shirts)	\$35.00
Coed Youth Soccer (Includes 2 T-shirts)	\$45.00
City Operated Youth Clinics	per event registration form

**B. Field Usage Fees**

Usage Regular All Fields	\$75.00 For 3 hour Block
Field Cancellation	\$50.00 Less than 7 day Notice
Buchanan Field	per Approved Lease Agreement

**C. Community Center Fees\***

\*per Community Center Rental Guide Forms and Applications

**8. RETURNED CHECK & OTHER FEES**

Returned Check Fee	\$45.00
Mileage Rate	Current IRS Rate
Auditor Fees	Actual Rate/Charge
Engineering Fees	Actual Rate/Charge
Legal Fees	Actual Rate/Charge
Survey Fees	Actual Rate/Charge
Other Professional Services	Actual Rate/Charge

**9. UTILITY RATES & DEPOSITS**

<b>A. ELECTRICAL RATES</b>			
<b>RESIDENTIAL</b>	<b>Summer Rate</b>	<b>Winter Rate</b>	<b>Deposit</b>
Customer Charge	\$16.75	\$16.75	\$100.00
First 1,000 KWH, per KWH at	0.1024 Per KWH	0.0924 Per KWH	
Over 1,000 KWH, per KWH at	0.0700 Per KWH	0.0595 Per KWH	

<b>COMMERCIAL</b>	<b>Summer Rate</b>	<b>Winter Rate</b>	<b>Deposit</b>
Customer Charge	\$18.50	\$18.50	\$500.00
First 1,000 KWH, per KWH at	0.1355 Per KWH	0.1355 Per KWH	
Next 9,000 KWH, per KWH at	0.1000 Per KWH	0.0900 Per KWH	
Over 10,000 KWH, per KWH at	0.0950 Per KWH	0.0720 Per KWH	

<b>INDUSTRIAL</b>			
<b>Applicable when consumption exceeds 15,000 KWH per month and a demand meter has been installed. \$45.00 Monthly Service Charge PLUS 30 minute demand charge at \$12.50 for Summer Rate usage and \$11.00 for Winter Rate usage: PLUS</b>			
<b>AN ENERGY CHARGE OF:</b>			
The first 200 KWH, per KWH at	0.04300 Per KWH	0.04300 Per KWH	
All over 200 KWH, per KWH at	0.02734 Per KWH	0.02734 Per KWH	
<b>IN ANY GIVEN MONTH THERE SHALL BE A MINIMUM CHARGE OF \$420.00.</b>			
DEPOSIT - \$1,000.00			
<b>MUNICIPAL</b>	<b>ALL MUNICIPAL USE SHALL BE BILLED AT THE COMMERCIAL RATE.</b>		

<b>NET METERING CREDIT</b>	<b>Summer Rate</b>	<b>Winter Rate</b>
<b>Net Excess Generation</b>		
Wind Generation	\$0.0489 per KWH	\$0.0413 per KWH
Photo-voltaic Generation	\$0.0880 per KWH	\$0.0504 per KWH
Baseload Generation (e.g. methane fueled)	\$0.0450 per KWH	\$0.0448 per KWH

<b>B. WATER</b>	<b>Customer Charge</b>	<b>Plus/1,000 Charge</b>
<b>RESIDENTIAL</b>	\$27.60 Per Month	\$2.50/1,000 gallons for first 10,000 \$4.50/1,000 gallons for next 10,000 \$6.50/1,000 gallons in excess of 20,000
<b>COMMERCIAL</b>	\$37.20 Per Month	\$2.50/1,000 gallons for first 10,000 \$4.50/1,000 gallons for next 10,000 \$6.50/1,000 gallons in excess of 20,000
<b>MUNICIPAL</b>	\$29.00 Per Month	\$2.50/1,000 gallons for first 10,000 \$4.50/1,000 gallons for next 10,000 \$6.50/1,000 gallons in excess of 20,000
<b>MULTI-FAMILY</b>	<b>Meter Charge</b> <2" \$27.60 3" \$54.50	<b>Plus/1,000 Charge</b> \$2.50/1,000 gallons for first 10,000 \$4.50/1,000 gallons for next 10,000

**Ordinance No. 2024-01 - Master Fee Schedule**

	4" \$79.50 6" \$254.50	\$6.50/1,000 gallons in excess of 20,000
<b>TANK TRUCK</b>	\$48.00 for first 1,000 Gallons or any part thereof.	\$5.00 Per 1000 Gallons >1,000 Gallons

<b>C. SEWER</b>	<b>Base Rate</b>	<b>Per 1,000 gallons of Water during base period</b>
<b>RESIDENTIAL</b>	\$47.90 Per Month	\$3.50 Per 1000
<b>COMMERCIAL</b>	\$66.90 Per Month	\$3.15 Per 1000
<b>MUNICIPAL</b>	\$50.00 Per Month	\$3.15 Per 1000
<b>MULTI-FAMILY</b>	<b>Meter Charge</b> <2" \$47.90 3" \$72.30 4" \$92.30 6" \$267.90	\$3.50 Per 1000
<b>LIFT STATION/PUMPING</b>	<b>Meter Charge</b> <2" \$47.90 3" \$72.30 4" \$92.30 6" \$267.30	<b>Per 1,000 gallons of Metered Water Discharge</b>  \$4.25 Per 1000

**D. Utility Services**

Service Call	\$45.00
Request Curb Stop Turn-on/off	\$45.00 (Single charge for same day service)
Request Electrical Disconnect/Connect	\$45.00 (Single charge for same day service)
After Hours/Weekend Service Call	Service Call Fee x2
Delinquency Reconnection	\$100.00

**Section 2.** All other ordinances approved prior to the passage, approval, and publication or posting of this ordinance which conflict with these provisions are repealed.

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

PASSED AND APPROVED THIS 9<sup>th</sup> day of April 2024.

\_\_\_\_\_  
Mayor Phil Goering

(SEAL)

ATTEST:

\_\_\_\_\_  
Jaala Johnson, CMC, City Clerk

# NEBRASKA

Good Life. Great Journey.

## DEPARTMENT OF TRANSPORTATION

District 1 Headquarters  
302 Superior Street  
Lincoln, NE 68521-2481  
Phone (402) 471-0850  
Fax (402) 471-3401  
dot.nebraska.gov



Jim Pillen, Governor

## FOR IMMEDIATE RELEASE

### Information Open House April 18 for Improvements to US-77

**April 4, 2024 (Lincoln, Neb.)** – The Nebraska Department of Transportation (NDOT) will hold a public information open house regarding proposed improvements to US Highway 77 (US-77) in Lancaster County. The meeting will be held in the auditorium at NDOT Headquarters, 1500 Nebraska Parkway, in Lincoln on Thursday, April 18, 2024, from 4:00 to 6:00 p.m. There will be no formal presentation.

The proposed project includes approximately 4.68 miles of US-77 beginning at Rokeby Road and extending north to Calvert Street. This project would construct a new interchange at the intersection of US-77 and Warlick Boulevard, construct a new interchange at the intersection of US-77 and Pioneers Boulevard, and close the existing intersections at US-77 and Yankee Hill Road and US-77 and Old Cheney Road. The work at the Warlick interchange would include approximately 1.06 miles of pavement reconstruction along Warlick Boulevard/West Denton Road from Folsom Street to the Salt Creek Bridge. In addition, the work at the Pioneers interchange would include approximately 0.63 miles of pavement construction along Pioneers Boulevard from approximately 1000 feet west of Folsom Street to 300 feet west of South 1st Street.

Construction could begin as early as spring of 2025 and be completed by fall 2028. Along US-77, this project would be constructed under traffic with lane closures controlled by appropriate traffic control devices and practices. Temporary crossovers and head-to-head traffic would be utilized at times to maintain traffic along US-77. The side roads may be closed and traffic detoured while the new interchanges are being constructed. Comments related to potential side road closures and detours will be taken at this meeting.

Details regarding the project will be provided at the public meeting and NDOT personnel will be available to answer questions, receive comments, and discuss any aspect of the proposed highway improvement project.

#MORE#



For those unable to attend, additional information on the project, as well as all meeting materials, will be available on the NDOT website at [ndot.info/12552A](https://ndot.info/12552A) after the meeting. Feedback and comments on the project can be submitted on the NDOT website now through May 4, 2024.

#NDOT#

**Contact:**

Brandon Varilek, District 1 Engineer, (402)-471-0850

20240404-D1-12552A