

City Council Regular Meeting
Tuesday, April 23, 2024 7:00 PM

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

1. Call to Order

1.A. This is an Open Meeting of the Hickman Nebraska Governing Body. The City of Hickman abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is on display in this meeting room as required by Nebraska State Law. Notice of meeting and copies of this agenda have been publicly posted prior to the meeting at the Hickman City Hall, Hickman U.S. Post Office, U-Stop Market and the City of Hickman website.

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

1.C. Registered Agenda Speakers: All individuals requesting to be Registered Agenda Speakers must fill out a Registered Speaker Card & submit to Recording Clerk. The Mayor or Presiding Meeting Officer reserves the right to deny this request, or will call you to the podium when your agenda item is ready to be heard. Presentations, if allowed, may be limited to five (5) minutes per person, with a limit of three (3) individuals speaking per topic position. Please come to the podium, and clearly state your name and address for the record and the agenda topic you wish to speak upon in a professional manner. 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. Mayor Communications

5. Consent Agenda

5.A. Approval of April 09, 2024, City Council Meeting Minutes

5.B. Claims and Accounts Payable Report

- 5.C. Statement of Accounts and Budget Cash Report as of March 31, 2024.
- 5.D. Monthly City Sales Tax Report
- 6. Proclamations, Presentations, Appointments, Affirmations & Introductions
 - 6.A. National Police Week & Peace Officers' Memorial Day Proclamation
 - 6.B. 54th Annual Municipal Clerks Week Proclamation
 - 6.C. Arbor Day Proclamation
- 7. Reports
 - 7.A. Public Works and Parks and Recreation Department
 - 7.B. City Code Violations, Abatements, Nuisances and Permits
 - 7.C. Wastewater Plant Improvements Update
- 8. Public Hearings - None
- 9. Unfinished Business
 - 9.A. Consideration of Professional Scope of Services for Terrace View Park Pickleball Court Design
- 10. New Business
 - 10.A. Certificate of Payment No. 5 to Neuvirth Construction, Inc. for the Hickman Wastewater Treatment Plant Head Works and Final Clarifier Project in the Amount of \$242,250.00
 - 10.B. Certificate of Payment No. 6 to Midwest Mechanical Industrial Services, LLC for Hickman Water Treatment Plant 2nd Train Project in the Amount of \$20,424.95
 - 10.C. Certificate of Payment No. 4 to Layne Christensen Co. for Hickman Water Treatment Equipment Procurement 2022 in the Amount of \$55,732.40
 - 10.D. Consideration of Agreement for Complete Recodification of Municipal Code with Municipal Code Services, Inc. in the Amount of \$6,500.00
 - 10.E. Consideration of Agreement for City Hall, Community Center Sonic Wall Replacement with Bizco in the Amount of \$1,877.44

10.F. Consideration of Agreement for City Hall, Community Center Server Upgrade with Bizco in the Amount of \$18,192.20

11. City Administrator's Report

12. Governing Body Comments & Council Correspondence

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

13. Meeting Adjournment

MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD APRIL 09, 2024

Mayor Phil Goering called the meeting to order at 6:00pm on April 09, 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 John Meese, Steve Noren, Doug Wagner, Justina Ziemann were present for Roll Call. Council Member Travis Borchardt arrived at a later time at the meeting. Prior notice of the meeting and agenda were provided to the Mayor and all members of the Governing Body. Notice of the meeting was distributed and posted at Hickman City Hall, U.S. Post Office-Hickman, U-Stop Market and the City of Hickman Website.

Water Treatment Plant Tour

Mayor Goering, City Council Members, and City Staff left Council Chambers to go to the Water Treatment Plant for a tour with the Public Works Director, no action taken.

Council Member Borchardt joined the meeting.

Mayor Communication

Mayor Goering thanked city staff for the Water Treatment Plant tour.

Consent Agenda

Mayor Goering presented and discussed the March 26, 2024 Meeting Minutes, and line-item content of Claims Report with the Governing Body. Motion by Council Member Noren and a second by Wagner to approve the consent agenda. The following Council Members voted "YEA": Borchardt, Meese, Noren, Wagner, and Ziemann. The following Council Members voted "NAY": None. Motion passed 5-0.

Proclamations, Presentations, Appointments, Affirmations & Introductions

Mayor Goering gave Oath of Office to the new Office Assistant, Ms. Dana Effle.

Mayor Goering presented his request to affirm the appointment of Mr. Dave Kulwicki to fill the City Council vacancy. Motion by Council Member Wagner and a second by Ziemann affirm Mayor Goering's Appointment of Mr. Dave Kulwicki to fill the City Council vacancy. The following Council Members voted "YEA": Borchardt, Meese, Noren, Wagner, and Ziemann. The following Council Members voted "NAY": None. Motion passed 5-0.

Council Member Kulwicki joined the meeting.

Reports

Mayor Goering presented the Reading, Historical & Tech Centre Report and invited the Reading Centre Director Erin Stueven to present the Reading, Historical & Tech Centre Report. Ms. Stueven discussed the number of Reading Centre patrons and how many items were checked out since her last meeting. The Reading Centre will be busy this summer with a lot of activities including Lincoln Public Libraries returning.

Deputy Dowhower presented the Lancaster County Sheriff's Report to the Governing Body.

City Administrator presented the March 2024 Community Center Report.

City Administrator presented the Water Plant Improvement Report and discussed that City Staff and Mayor will hold a meeting to discuss the future goals for the cities water supply and then present to the CIP group. The plans for the Booster Pump project are currently being worked on.

City Administrator reported that everything is on schedule and going well with the Wastewater Plant Improvement project.

Motion by Council Member Noren and a second by Meese to approve Reports Agenda. The following Council Members voted "YEA": Wagner, Ziemann, Borchardt, and Noren. The following Council Members voted "YEA": Borchardt, Meese, Noren, Wagner, and Ziemann. 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. 3 to Layne Christensen for Hickman Water Treatment Plant Equipment Procurement in the amount of \$55,732.40. Motion by Council Member Noren and a second by Wagner to approve Certificate of Payment No. 3 to Layne Christensen for Hickman Water Treatment Plant Equipment Procurement in the amount of \$55,732.40. The following Council Members voted "YEA": Borchardt, Meese, Noren, Wagner, and Ziemann. The following Council Members voted "NAY": None. Motion passed 5-0.

Mayor Goering presented 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 and invited Shayne Huxoll with Olsson's to present to Governing Body. Mr. Huxoll discussed the linear wetlands on the south side of the driveway and the gaps between the wetlands not meeting the width requirements to not do a Wetland Delineation and Section 404 Nationwide Permit Application for Driveway Permit. The previous Wetland Delineation was only good for 5 years. The agreement is a two-step agreement with no requirement to do step 2 if the Wetland Delineation report is approved. Motion by Council Member Wagner and a second by Noren to approve Master Agreement Work Order: Agreement for Professional Services with Olsson on Wetland Delineation and Section 404 Nationwide Permit Application, if needed for Driveway Permit to Access Outlot C, Walters Ridge First Addition. The following Council Members voted "YEA": Borchardt, Meese, Noren, Wagner, Ziemann, and Kulwicki. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering presented 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. The City Administrator discussed that this agenda item is at the request of the Hickman Area Community Foundation. In November of 2020, the City was not able to move forward with the aquatic center facility due to funding sources failed by voters. The land at Terrace View that the City owns has two options: a municipal pool facility or park area with recreational equipment. The Hickman Area Community Foundation received funds for a pool project and are not able to use those funds for any other project without notifying all donors and reporting to the Nebraska Community Foundation. The Hickman Area Community Foundation will need action from the City Council confirming the city will not be moving forward with the pool project and will actively be moving forward with a Pickleball at 839 Titan Drive. Motion by Council Member Wagner and a second by Ziemann to approve 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. The following Council Members voted "YEA": Borchardt, Meese, Noren, Wagner, Ziemann, and Kulwicki. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering presented Consideration of Professional Scope of Services for Terrace View Park Pickleball Court Design. The City Administrator discussed that the city received 2 proposals one from JEO and one from Olsson. The JEO is preliminary and includes scope of services, general conditions, and agreement for \$3,500.00. To compare the 2 quotes if you only take the two similar phases from Olsson that compares to JEO it is \$3,000.00 per item for \$6,000.00. Both companies have extensive experience with pickleball courts.

The City Administrator discussed that the land in the Terrace View Subdivision was deeded over to the City by the developer. The Subdivision Agreement states a requirement for the parcel being developed within seven years of acquisition. The Subdivision Agreement allows for two options: a City owned and operated municipal swimming pool facility or park area with recreational equipment. City Council Members discussed the capability of building a tennis court and pickleball court in one. City Council Members directed city staff to have the City Attorney confirm the definition of "built" in the Subdivision Agreement with Terrace View to confirm the date the city must start and complete the project at 839 Titan Drive. Motion by Council Member Ziemann and a second by Meese to table Consideration of Professional Scope of Services for Terrace View Park Pickleball Court Design. The following Council Members voted "YEA": Borchardt, Meese, Noren, Wagner, Ziemann, and Kulwicki. The following Council Members voted "NAY": None. Motion passed 6-0.

City Council Members discussed the capability of building a tennis court and pickleball court in one. City Council Members directed city staff to have the City Attorney confirm the definition of "built" in the Subdivision Agreement with Terrace View to confirm the date the city must start and complete the project at 839 Titan Drive. Motion by Council Member Ziemann and a second by Meese to table Consideration of Professional Scope of Services for Terrace View Park Pickleball Court Design. The following Council Members voted "YEA": Borchardt, Meese, Noren, Wagner, Ziemann, and Kulwicki. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering presented Consideration of Community Firework Display on July 05, 2024 Instead of July 04, 2024. City staff are not able to find a vendor that is available on July 4th but do have 2 vendors that are available to have the firework show on July 5, 2024. Motion by Council Member Ziemann and a second by Wagner to approve Consideration of Community Firework Display on July 05, 2024 Instead of July 04, 2024. The following Council Members voted "YEA": Borchardt, Meese, Noren, Wagner, Ziemann, and Kulwicki. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering presented Consideration of Repairs to Curb & Sidewalk at Hickman Bar & Grill, 107 Locust Street. City Administrator discussed that Hickman Bar & Grill are doing updates with the sidewalks and outdoor area with the cement. The property owners have requested the city to pay for some of those repairs that are associated with the curb and the street light area. Mr. Davis received a quote for \$3,745.00 to repair the curb and cement area around the light pole. The City Administrator gave a couple of prior examples of comparable requests and stated that the light pole that is currently in place is needing to be replaced. Mayor Goering invited Mr. Joe Davis with Hickman Bar & Grill to address the Governing Body. Mr. Davis discussed how the pole is leaning and causing the slab of concrete to lift and that the curb damage is believed to be from snow removal. Mr. Davis stated that with the base leaning currently and him redoing the cement in the area it would be a good time to redo it all. City Council Members discussed options with a contractor replacing that light for the city and the possibilities of Mr. Davis being the electrician to do the electrical work on the streetlight. Motion by Council Member Ziemann and a second by Wagner to allow the City Administrator to negotiate with the property owner on the repairs to streetlight at Hickman Bar & Grill, 107 Locust

Street to not exceed \$3,000.00. The following Council Members voted "YEA": Borchardt, Meese, Noren, Wagner, Ziemann, and Kulwicki. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering presented the 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 and stated that there is a map available for the location of the event with H Salon. Motion by Council Member Ziemann and a second by Borchardt to approve the 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. The following Council Members voted "YEA": Borchardt, Meese, Noren, Wagner, Ziemann, and Kulwicki. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering presented Ordinance 2024-01 - Master Fee Schedule and had the City Administrator discuss the changes with the ordinance. The City Administrator stated that the only changes with the Master Fee Schedule is the language with Recreational Registration Fees to take the amounts out and add in the language same as below, that the fee per sport will be listed on the registrations form. Council Member Wagner introduced Ordinance 2024-01 and asked City Clerk to read by title, 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.

Motion by Council Member Noren and a second by Wagner to waive the three-reading rule on Ordinance 2024-01. The following Council Members voted "YEA": Borchardt, Meese, Noren, Wagner, Ziemann, and Kulwicki. The following Council Members voted "NAY": None. Motion passed 6-0.

Motion by Council Member Wagner and a second by Ziemann to pass Ordinance 2024-01 on the first reading. The following Council Members voted "YEA": Borchardt, Meese, Noren, Wagner, Ziemann, and Kulwicki. The following Council Members voted "NAY": None. Motion passed 6-0.

City Administrator's Report

City Administrator reported that Norris Public School students will be doing a clean up day for the city. The city removed multiple trees for the Scotts Creek Trail project and would be looking at a grant with the Arbor Day Foundation to plant new trees. There was a Town Hall meeting on April 4, 2024 to get the community input on the updated Comprehensive Plan with approximately 20 people in attendance, as of now there have been 210 surveys completed. Motion by Council Member Ziemann and a second by Noren to approve the City Administrator's Report. The following Council Members voted "YEA": Borchardt, Meese, Noren, Wagner, Ziemann, and Kulwicki. The following Council Members voted "NAY": None. Motion passed 6-0.

Governing Body Comments and Correspondence

Mayor Goering discussed that the Nebraska Department of Transportation would be holding a Lincoln West Beltway Open House on April 18, 2024 if anyone would like to attend and that the City Office will be closed April 26, 2024, for Arbor Day, no action taken.

Adjournment

Motion by Council Member Wagner and a second by Ziemann to adjourn the meeting at 8:39 PM. The following Council Members voted "YEA": Borchardt, Meese, Noren, Wagner, Ziemann, and Kulwicki. The following Council Members voted "NAY": None. Motion passed 6-0.

Phil Goering, Mayor

Jaala Johnson, CMC, City Clerk

**City Council Meeting April 23, 2024
Accounts Payable as of April 18, 2024**

Vendor	Memo	Open Balance	Check No.
Alec Vogrin	Utility Deposit Refund	\$100.00	
The Plumber	Invoice - 113873 Replacement Parts for Parks Toilets	\$164.02	
Spickelmier & Son Inc.	Invoice 24164 & 24163 Terrace View & Hickman Hills Boring	\$7,220.00	
Railroad Management Comp III, LLC	Rental Amendment Power Line Crossing RR/Lease Agreement #304942 THRU 8/31/2025	\$379.14	
Railroad Management Comp III, LLC	Inv# 501075 - Rental Amendment -Water Line Crossing RR/Lease Agreement #304942 THRU 1/31/25	\$379.14	
Olsson	Inv# 493266 - Project # 023-07376 Buel Phase 3 Apt Complex Power Distribution	\$3,430.26	
Olsson	Inv# 493851- Project # 021-01497 WRRF Headworks & Final Clarifier	\$16,420.90	
Norris Public Power	Acct# 0214782 March 2024 Wholesale	\$95,224.19	
Norris Public Power	Acct# 2375 - Utilities - Waste Water Trmt Plant, Sewer Dept. Water Plant & Wells, Water Dept.	\$5,257.84	
Menard's	Inv#30505 - Paint, Gloves for Streets - Light Bulbs Sewer	\$145.21	
Power Manager-NMPP Energy	Inv# 305431 Utility Training Service	\$500.00	
Marvin Planning Consultants	Inv# 1732 - Hickman Zoning Code Rewrite for Comprehensive Plan Update	\$740.00	
Lincoln Winwater Works	Inv# 10109901- Water Main Break after hours	\$453.94	
League of Nebraska Municipalities	4.2.2024 Water Operator Workshop Jeff & Brad	\$130.00	
Lancaster County Republican Party	Rental Deposit Partial Refund 4.8.2024	\$500.00	
Lancaster County Sheriff's Office	Inv# C3454- March 2024 Extra Duty	\$896.03	
Lancaster County Sheriff's Office	Inv# C3455 - April Contractual Services	\$11,792.00	
JEO Consulting Group, Inc.	Inv# 149680 Project No. R151232 Hickman Corridor Design Criteria Review - Heartland Animal Clinic	\$194.75	
JEO Consulting Group, Inc.	Inv# 149749 Project No. R230102- ArcGIS Online	\$350.00	
Hickman True Value	March 2024 Statement - Light Bulbs, Paint, Buckets, Wire Wheel	\$119.59	
Hoffschneider Law, PC., LLO	Inv # 3709 - April Legal Monthly Service Agreement	\$2,000.00	
Hawkins, Inc.	Invoice #6732310 Water Treatment Chemical	\$50.00	
Electronic Contracting Company	Inv# 56323- Community Center/City Hall Camera System Repair Service Call	\$437.50	
Commonwealth Electric Company	Inv # 73819- Trouble Shoot Blower Controls at WWTP, Sewer Dept. Labor & Material	\$1,272.24	
Executive Answering Service	Inv# 223000025- Answering Service 3.05.2024-4.01.2024	\$60.00	
Capital City	Inv # 302197- Refuse and Recycling Monthly Service	\$125.75	
Credit Bureau Services	Inv# 1839 - Quarterly Membership Credit Checks	\$45.00	
Bizco Technologies	Inv# 819810-AT - Bizsecure Monitoring Service, Proofpoint, Server Backup	\$5,082.75	
BOK Financial	HICKCURB18 - CURR BONDS SERIES 2018 (T. View \$1.22mil)	\$67,432.50	
Craig Beck	Street Sealer 2 Coats (\$2,700.00 per block)	\$20,000.00	
Craig Beck	Crack Filling (Price per running foot @ 44 cents)	\$35,000.00	
All Copy Products	INV # AR4325838- Monthly Printing Services	\$273.68	
TOTAL		\$276,176.43	

**City Council Meeting April 23, 2024
Accounts Payable as of April 18, 2024**

Vendor	Memo	Payment	Check No
Ameritas Life Ins., Corp.	Employee Pension Plans	\$3,362.00	ACH
ICMA Mission Square	Employee Retirement Contribution	\$599.32	ACH
IRS	Payroll Taxes City Staff	\$6,987.42	EFTPS
Medica	Employee Premiums May	\$8,424.32	ACH
Nebraska Department of Revenue	Nebraska and Local Sales and Use Tax	\$15,573.25	ACH
Payroll Distribution (Net Pay)	City Staff 04.19.2024	\$23,634.00	ACH
State of NE & Erin M McCartney	Employee Liabilities	\$721.85	ACH
unum	Employee Liabilities	\$216.10	ACH
Windstream	Acct# xxxx9419 - Water Treatment Plant Phone	\$103.12	ACH
Windstream	Acct#xxxx9853 - Wastewater Treatment Plant Phone	\$73.79	ACH
Windstream	Acct# xxxx2029 - City Office Phone & Internet	\$901.62	ACH

TOTAL **\$60,596.79**

TOTAL CLAIMS REPORT **\$336,773.22**

Reviewed and Approved on April 23, 2024

MayorPhil Goering Council Member
Ziemann

Council President Wagner Council Member
Noren

Council Member Meese Council Member
Borchardt

Council Member Kulwicki

**City of Hickman
Statement of Cash Bank Accounts
FY2023/2024**

Account #	Account Name	January 2024	February 2024	March 2024
	Cash on Hand	\$200.00	\$200.00	\$200.00
...8760	General Fund Checking	\$563,576.11	\$941,744.70	\$838,606.26
...1586	Linear Park Fund	\$13,942.87	\$13,942.87	\$13,942.87
...7412	Reading-Tech & Historical Center	\$3,835.59	\$4,100.59	\$4,100.59
...4500	Arts Council	\$4,470.33	\$3,970.33	\$3,970.33
...2843	Keno Revenue	\$110,403.63	\$114,715.05	\$119,067.86
...7578	Electrical Reserve (Baylor Heights Reserve)	\$74,197.14	\$74,211.88	\$74,226.62
...0938	TIF Account	\$630.84	\$630.84	\$630.84
...0863	Parks & Recreation Activities	\$46,878.13	\$59,968.13	\$64,328.00
...7420	Debt Service Reserve (CURR Series 2018 Bond Reserve)	\$156,777.01	\$156,901.57	\$157,026.23
...7479	Sewer Reserve Acct	\$60,768.30	\$60,780.37	\$60,792.44
...2883	CUR Revenue Series 2018 (Terrace View Reserve)	\$278,062.46	\$278,391.64	\$278,721.21
...4664	Street Sinking Fund	\$30,916.02	\$30,917.25	\$30,918.48
...5333	Sales Tax Revenues	\$1,249,344.98	\$1,157,297.55	\$1,205,996.03
...0215	GO Water Revenue 2023	\$812,627.50	\$702,158.41	\$695,470.90
...5-201	GO Sewer Revenue 2023	\$3,514,306.35	\$3,380,904.63	\$3,223,889.60
	Total Funds Available	\$6,920,937.26	\$6,980,835.81	\$6,771,888.26
...7404	Hickman Area Economic Dev. Association	\$25,752.63	\$25,752.63	\$25,652.63
	Total HAEDA Funds Available	\$25,752.63	\$25,752.63	\$25,652.63

**CITY OF HICKMAN
BUDGET CASH REPORT
as of 3/31/2024**

Fiscal Year Completed:
50%

	March Receipts	March Expenditures	Expenditures to Date	Expenditures Budget	Budget Available	% of Budget Spent
GENERAL FUND	116,422.07	84,288.00	696,852.27	1,359,631.00	662,778.73	51.25%
STREET FUND	30,983.97	22,507.54	202,919.11	1,062,062.61	859,143.50	19.11%
WATER FUND	48,922.40	122,756.49	1,298,736.72	4,435,172.08	3,136,435.36	29.28%
ELECTRIC FUND	163,609.08	116,960.95	1,060,140.49	2,202,899.87	1,142,759.38	48.12%
SEWER FUND	86,964.78	186,484.34	1,264,787.43	4,840,037.81	3,575,250.38	26.13%
POLICE FUND	0.00	12,695.99	75,299.82	142,500.00	67,200.18	52.84%
PARK FUND	5,190.00	7,976.59	50,439.31	443,590.33	393,151.02	11.37%
NOT SPECIFIED	0.00	80.11	4,412.39		-4,412.39	
TOTAL FUNDS	452,092.30	553,750.01	4,653,587.54	14,485,893.70	9,832,306.16	32.12%

	Principal Balances as of 10/01/23	March Expenditures	Loan Payments Budget Year	Expenditures Budget	Budget Available	% of Budget Spent
DEBT SERVICE						
2017 SEWER GO REFI	1,095,000.00		228,865.00	232,223.75	3,358.75	98.55%
2021 WATER GO REFI	1,125,000.00		144,423.75	148,602.50	4,178.75	97.19%
NDEE #317887 CLEAN WATER UV	418,015.36		22,498.79	44,946.56	22,447.77	50.06%
2018 ELEC/SEWER REFUNDING BOND	805,000.00		11,545.00	158,090.00	146,545.00	7.30%
2018 ELEC/SEWER NEW REVENUE (T.View)	995,000.00		17,232.50	84,465.00	67,232.50	20.40%
2023 GO WATER	1,545,000.00	86,207.50	115,334.50	115,334.50	0.00	100.00%
2023 SEWER BANS 2023	4,000,000.00		73,333.33	209,212.50	135,879.17	35.05%
2021 COPS (Community Center)	3,080,000.00		147,338.75	179,390.00	32,051.25	82.13%
TOTAL DEBT SERVICE	13,063,015.36	86,207.50	760,571.62	1,172,264.81	411,693.19	
TIF LOANS						
FORMER SCHOOL HOUSE	6,776.29		2,396.00	4,792.00	2,396.00	50.00%
TOTAL TIF LOANS	6,776.29	0.00	2,396.00	4,792.00	2,396.00	

UTILITY ENTERPRISE	Reports Ran 4/15/2024	MONTHLY BILLING	REVENUE TO DATE	% of Budget Met	REVENUE BUDGET
ELECTRIC		125,578.38	921,530.48	52.73%	
WASTEWATER		69,311.66	445,112.29	53.89%	
WATER		43,841.33	293,878.44	41.78%	
MISC (ie: SERVICE CALL, RETURNED CHECK FEE)		-88.63	1,585.38	-	
TOTAL UTILITIES		238,642.74	1,662,106.59	50.72%	
CUSTOMER DEPOSITS	1-Mar	Monthly In/Out	31-Mar		
	93,498.26	100.00	93,598.26		

**PROCLAMATION
CITY OF HICKMAN
NATIONAL POLICE WEEK & PEACE OFFICERS' MEMORIAL DAY
May 12th - 18th, 2024**

WHEREAS, The Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the City of Hickman & Lancaster County Sheriff's Office play an essential role in safeguarding the rights and freedoms of the City of Hickman; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of the City of Hickman and Lancaster County Sheriff's Office unceasingly provide a vital public service;

NOW, THEREFORE, I, Mayor Phil Goering of the City of Hickman, call upon all citizens of Hickman and upon all patriotic, civic and educational organizations to observe the week of May 12th - 18th 2024, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of Hickman Nebraska to observe Wednesday, May 15th, 2024, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Hickman to be affixed.

Dated this the 23rd Day of April, 2024.

Phil Goering, Mayor

ATTEST

Jaala Johnson, CMC, City Clerk

SEAL

Proclamation CITY OF HICKMAN
55th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
May 5 - 11, 2024

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Phil Goering, Mayor of Hickman, do recognize the week of May 5 through 11, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Jaala Johnson and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 23rd day of April, 2024

Phil Goering, Mayor

Attest: _____
Jaala Johnson, City Clerk



Annual Professional Municipal Clerks Week

FACT SHEET

Sponsored by the International Institute of Municipal Clerks

Professionalism In Local Government Through Education

PURPOSE

To recognize the vital and appreciated services performed by Municipal and Deputy Clerks in serving the changing needs of their communities.

HISTORY

This year, May 5 through May 11, will be the 55th Annual Professional Municipal Clerks Week, initiated in 1969 by IIMC and is endorsed by all of its members throughout the United States, Canada and 15 other countries. In 1984 and in 1994, Presidents Ronald Reagan and Bill Clinton, respectively, signed a Proclamation officially declaring Professional Municipal Clerks Week the first full week of May and recognizing the essential role Municipal Clerks play in local government.

TYPICAL RESPONSIBILITIES OF THE MUNICIPAL AND DEPUTY CLERK:

- Maintains the official council minutes, ordinance books and all records and documents.
- Indexes all official actions of council.
- Issues licenses and permits.
- Processes contracts and agreements.
- Keepers of community history and vital records.
- Receives, distributes and files correspondence from citizens and other governmental agencies.
- Administers elections, registration and voting.
- Acts as a key liaison between local government and its citizens.
- Handles significant financial responsibilities including preparation of tax rolls, special assessments and budgets.
- Provides central services such as personnel, purchasing, etc.

IIMC is a professional association of City, Village, Town, Township, Borough and County Clerks, Secretaries and Recorders. IIMC prepares its members to meet the challenges of the diverse role of the Municipal and Deputy Clerk by providing services and continuing professional development opportunities to benefit members and the government entities they serve. Founded in 1947 in French Lick, Indiana, IIMC has 16,000 members throughout the United States, Canada and 15 other countries.

**Proclamation
Arbor Day
April 26, 2024**

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees and,

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Phil Goering, Mayor of the City of Hickman, Nebraska, do hereby proclaim April 26, 2024 as **ARBOR DAY** in the City of Hickman, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 23rd day of April 2024.

Phil Goering, Mayor

ATTEST: _____
Jaala Johnson, CMC, City Clerk

Public Work & Parks Department Report

April 2024

Public Works

- 811 Locate Tickets
- Maintenance on mowers for the start of the season
- Bauer Infrastructure has been in town boring for the rural Lancaster county infrastructure job.

Water & Wastewater

- Installed meters for new construction building permits
- Routine sampling
- The footings and floor have been poured for the new portion of the headworks building and may have the walls poured.
- A leak developed in the potable water supply to the wastewater plant after the excavation of the headworks building was completed.
- Received UV bulbs and getting everything ready to be put online on May 1
- Requested data from Lower Platte South NRD for monitoring wells west of well #4. Favorable data was collected.
- Meetings with HOA for quotes on a new SCADA system for both Water and Wastewater.
- On 4-6-2024 had a water main break (the tap for 320 stagecoach Ave cracked all the way around the 6 DIP main)

Electric

- Public Works has been contacted by multiple departments of NPPD for data. We are getting them whatever we have.
- Working with owner and engineers on electrical for Hickman Hills Apartments.
- Temporary / permanent conductors are being installed along west easement of Hickman Hills Apartments.
- Schmader Electric is going to be fixing the streetlights that have been out for some time.

Streets

- Crack sealing and fog sealing of this years streets has been completed.
- Painting of the parking stalls is in the process of getting scheduled.
- Getting a quote on rental of a street sweeper.

Parks

- All amenities for the park have been fully opened.
- Schmader electric is going to look at the softball field lights.

OPEN CODE VIOLATIONS REPORT

NEW VIOLATIONS

Updated March 19, 2024

Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
Autumn Parkway	vehicle on city street with flat tire	3/25/2024	Sheriff Deputy	3/28/2024	action complete	Deputy contacted owner and vehicle was moved off of city street.
Prairie Court	Unregistered trailer parked on city street	4/1/2024	Sheriff Deputy	4/3/2024	action complete	Trailer moved off city street.
101 Main Street (city park)	noise complaint	4/3/2024	Sheriff Deputy	4/3/2024	action complete	Complaint received that loud and inappropriate music from the ball field could be heard by children in the park. Deputy was in office when call came in and he spoke with the coach, who had the volume lowered and offered to monitor playlist.
W. 10th	vehicle on city street	4/12/2024	Sheriff Deputy	4/19/2024	action complete	Reported to have expired plates. Deputy contacted owner and vehicle was moved off of city street.
Locust Street	vehicle behind commercial bldg	4/8/2024	Property Owner	4/25/2024	in process	Vehicle parked in rear of commercial property, no vehicular access to property. Asked owner to move the vehicle. Followed up in one week with 2nd phone call and left a voicemail.
Locust Street	weeds taller than 10 inches	4/15/2024	Property Owner	4/25/2024	in process	Weeds taller than 10 inches in rear of commercial property.
Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
1515 E. 9th Street	International Building Code Violations	2/2/2024; 2/15/24; 2/17/24; 3/11/24	property owner(s) and building permit applicant	5/1/2024	in process	Failed framing inspections and insulation code deficiencies. The contractor is working the Building Inspector to finish the framing/insulation on the house.
6880 Hickman Rd	dead trees, litter and debris	10/17/2023	Property Owner	5/1/2024	in process	The property owner has been taken 6 trailer loads to the city brush pile and hired a local cleanup person to assist with the remaining projects.
7000 Hickman Rd	dead trees, litter and debris	10/17/2023	Property Owner	5/1/2024	in process	Owner provided City Staff with an update on 2/23/24, the tree removal continues by a volunteer, who was out last week working on it. Another person has been in contact with the owner and would like to remove the long pine trees. She noted it is a big property, not your typical house lot, so it will take time with the trees.



MEETING MINUTES

CONSTRUCTION PROGRESS MEETING

	Overnight
	Regular Mail
	Hand Delivery
X	Other: Email

NAME OF PROJECT:	Hickman WWTF Improvements
PROJECT LOCATION:	Hickman, NE
MEETING LOCATION:	Hickman City Office, 115 Locust Street, Hickman, NE
DATE & TIME:	Thursday April 18, 2024 - 11:30 AM
PROJECT #:	021-01497

- **Attendance:** Wade Luther, Tony Lager, Nate O’Keefe
- **Approval of Previous Meeting Minutes**
 - Progress Meeting Minutes 3/25/2024
- **Shop Drawing Status Report**
 - Submittals Reviewed:
 - A total of 69 have been submitted so far.
 - Submittals Returned for Correction, in the Past Month:
 - 05 52 13 – Handrails/Guardrails, **resubmittal in for review.**
 - 07 41 00 – Roofing Materials
 - 10 14 19 – Dimensional Letter Signage, See RFI 20.
 - 22 00 00 – Headworks Plumbing, **resubmittal in for review.**
 - Submittals Approved, in the Past Month:
 - 05 50 00 – Awning Structure
 - 05 53 13 – Bar Grating
 - 07 27 26 – Fluid Applied Air Membrane
 - 40 05 59 – 24” Slide Gate
 - 46 21 13 – Discharge Chute Alteration
 - Submittals Currently in for Review:
 - 05 52 13 – Handrails
 - 07 53 00 – Walk Pads
 - 09 90 00 – Painting
 - 10 44 00 – Fire Extinguisher
 - 22 00 00 – Headworks Plumbing
 - 23 00 00 – HVAC Resubmittal
 - 23 00 00 – Infrared Heater
 - **Precast Capstone Color Choice**
 - **Roofing Warranty on awning, Tony to send information.**
 - Any critical/short fuse items upcoming?

Contractor's Schedule Status Report

- Review of Work Progress since the last meeting:
 - Excavation of headworks, base slab and foundation completed.
 - Rebar for walls complete, setting forms today.
- Anticipated Progress During Next Work Period
 - Pouring headworks walls.
- Items Which May Impede Planned Progress
 - Pump station discharge piping - anchoring for existing piping, and new spool.
 - Olsson to review and provide details.
- Other Progress Discussion Items
 - Air barrier on brick wall mockup.
 - WWTF water line leak. Neuvirth to move up excavation of new building water line installation. City and Neuvirth will see where issue is once line is excavated. City may add an additional valve at that time.
 - City replacing main valve to isolate line to plant, wasn't functioning.
 - WWTF still able to get water if valve opened, just leaks water in excavation for headworks.

RFIs, RFPs, CPRs, Change Orders, etc.

- Field Orders – This Period
- RFIs – This Period
 - RFI 20 – Dimensional Letter Signage
- CPRs
 - CPR 02 – Site Piping Adjustment near Oxidation Ditch,
 - To be included in next CO
 - \$10,256, additional detail requested.
 - CPR 11 – Compactor Chute Heat Trace, staying with infrared.
 - CPR 12 – Telescoping Valve Cone, response provided. Manufacturer to respond.
 - CPR 13 – Wall penetration plate
 - To be included in next CO
 - \$3,683
 - Future CPRs/COs to include the following breakdown as listed in the General Conditions for the work being considered:
 - Full and detailed lists of materials and material costs.
 - Full and detailed list of labor and labor costs.
 - Equipment costs.
 - Subcontractor costs.
 - Overhead costs.
- WCDs - This Period
- Change Orders – This Period
- **Pay Applications**
 - Pay Application #4 sent to City on April 11th, 2024.
- **Next Progress Meeting**
 - Thursday, May 22, 2024 @ 11:30 AM



**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

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

2.01 Owner Responsibilities

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

ARTICLE 3 - COMPENSATION

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

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.



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:

JEO Consulting Group, Inc.

2000 Q. Street

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>
Preliminary Site Design	\$ 3,500.00
Total (Not to Exceed)	\$ 3,500.00

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 22, 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 - 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 based upon publicly available data. (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.

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

Phase	Task Description	Fee Amount	Fee Type
100	Project Management	\$500.00	Lump Sum
200	Civil Conceptual Design	\$3,000.00	Lump Sum
TOTAL CONTRACT		\$3,5000	Lump Sum

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 _____
Brian Schuele, PE

By _____
Shayne Huxoll, PM

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, NE

By _____
Signature

Print Name _____

Title _____

Dated: _____

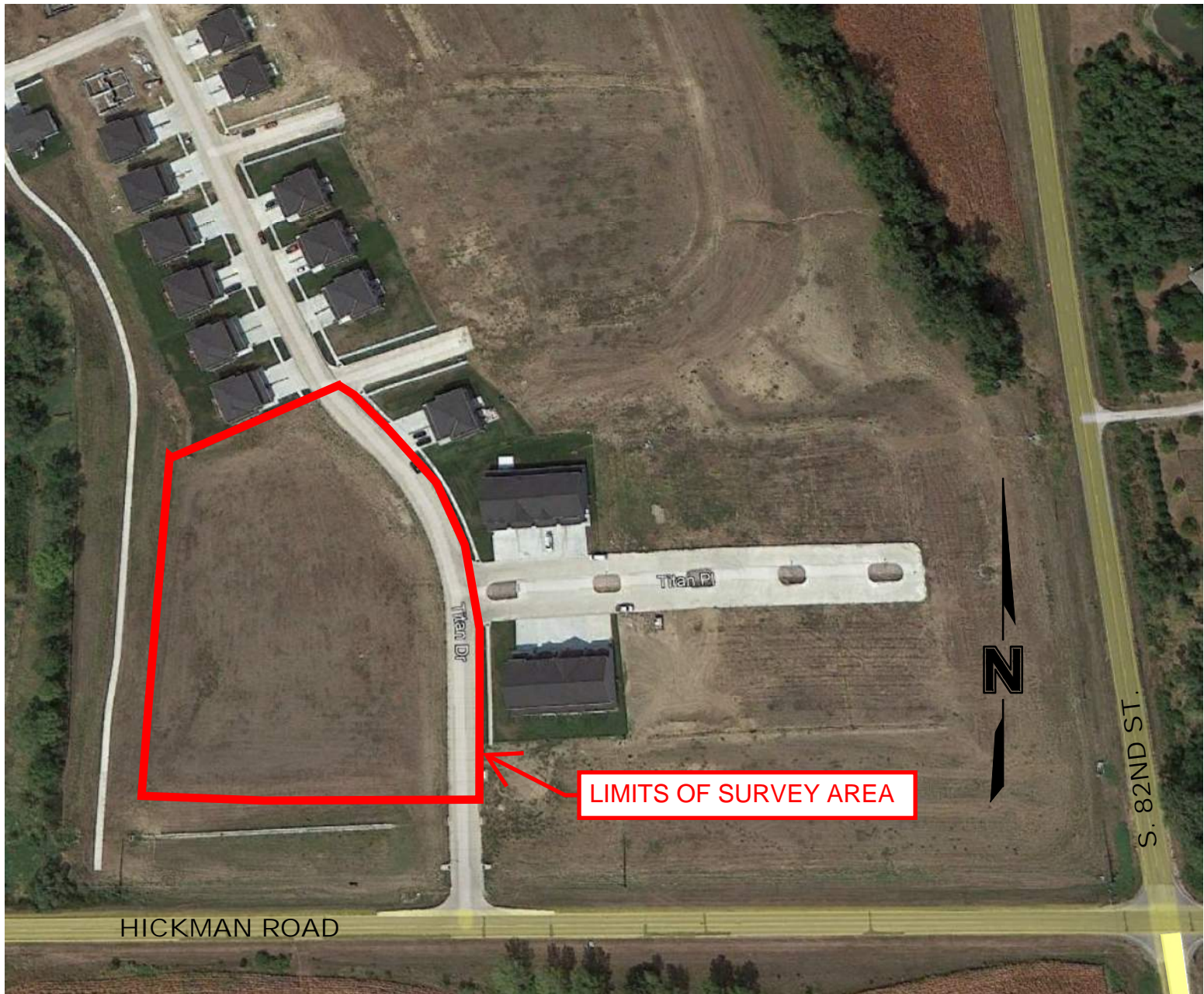


EXHIBIT "A"

CERTIFICATE OF PAYMENT: 5



Date of Issuance: April 11, 2024

Project: Hickman WWTF Head Works and Final Clarifier Improvements

Project No.: 021-01497

Contractor Project No.: 1423

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

DETAILED ESTIMATE

Description	Unit Price	Extension
See Attached.		

PLEASE REMIT PAYMENT TO: NEUVIRTH CONSTRUCTION, INC.

Value of Work Completed This Request: \$ 1,130,389.18

Original Contract Cost: \$ 3,966,900.00
 Approved Change Orders:

No. 1	\$6,635.50
No. 2	\$43,014.20
No. 3	\$ 39,819.68
No. 4	\$ 100,250.00
No.	

Total Contract Cost: \$ 4,156,619.38

Value of completed work and materials stored to date \$ 1,130,389.18
 Less retainage percentage 5% \$ 56,519.46
 Net amount due including this estimate \$ 1,073,869.72
 Less: Estimates previously approved:

No. 1	\$379,646.23	No. 2	\$150,100.00	No. 3	\$129,803.73
No. 4	\$172,069.77	No. 5		No. 6	
No. 7		No. 8		No. 9	

Total Previous Estimates: \$831,619.73

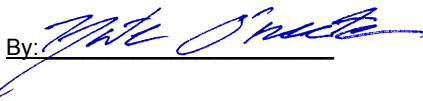
NET AMOUNT DUE THIS ESTIMATE: \$ 242,250.00

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

CITY OF HICKMAN

By: 

By: _____

cc: City of Hickman - Owner
Neuvirth Construction Inc. - Contractor
Project File

Contractor's Application For Payment No. 5

To (Owner):	City of Hickman	Application Period:	3/1/2024	3/31/2024	Application Date:	4/8/2024
Contractor	Neuvirth Construction Inc	PROJECT NAME			Invoice Number	1423 5
Address	7386 county road P35 Blair Ne. 68008	Hickman WWTP			Via (Engineer)	
Project Number	1423				Engineer's Project No.:	

Change Order Summary

Approved Change Orders		
Number	Additions/Deductions	Description
1	\$ 6,635.50	CO1- Remove Abandoned Sewer
2	\$ 15,593.32	CPR 006 Headworks Form Savers
3	\$ 30,918.16	CPR 7A Clarifier Changes
4	\$ 39,819.68	WCD 02 Remove and Replace SBR Valve
5	\$ 100,250.00	CPR 009 Alt RAS Pipe Route
6	\$ (3,497.28)	CPR 7B Valve & Valve Box Deduct
7	\$ -	
8	\$ -	
9	\$ -	
10	\$ -	
TOTALS	\$ -	
NET CHANGE BY	\$ -	
CHANGE ORDERS	\$ 189,719.38	

1. ORIGINAL CONTRACT PRICE	\$ \$ 3,966,900.00
1a. Overage Not by Change Order	
2. Net change by Change Orders	\$ \$ 189,719.38
3. CURRENT CONTRACT PRICE (Line 1±1a± 2)	\$ \$ 4,156,619.38
4. TOTAL COMPLETED AND STORED TO DATE (Column G+J on Progress Estimate)	\$ \$ 1,130,389.18
5. RETAINAGE:	
a. 5% <input checked="" type="checkbox"/> Override Work Completed	\$ \$ 12,750.00
b. 5% <input checked="" type="checkbox"/> Override Stored Materials	\$ \$ -
c. Retainage (Line 5a + Line 5b)	\$ \$ 12,750.00
d. Previous retainage	\$ \$ 43,769.46
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c-Line 5d)	\$ \$ 1,073,869.72
7. LESS PREVIOUS PAYMENTS	\$ \$ 831,619.72
8. AMOUNT DUE THIS APPLICATION	\$ \$ 242,250.00
9. BALANCE TO FINISH (Column O on Progress Estimate)	\$ \$ 3,038,980.20
10. FINAL APPLICATION FOR RETAINAGE	\$ \$ -

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Digitally signed by Jacob Neuvirth
 DN: C=US, E=jacob@neuvirth.com,
 O=Neuvirth Construction, CN=Jacob
 Neuvirth
 Date: 2024.04.09 08:19:56-05'00'

By: _____ Date: _____

Payment of: _____
 (Line 8 or other - attach explanation of other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: _____
 (Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____
 Funding Agency (if applicable) _____ (Date)

Labor & Equipmen \$ 181,544.20 **Materials** \$ 60,705.80 **Tax** \$ -

Tax Exempt

Progress Estimate

Contractors Application

5

Job Name		Hickman WWTP				Invoice Number:		1423 5		Neuvirth Construction Inc				
Application Date		4/8/2024				Application Period:		3/1/2024	3/31/2024					
A	Owner	City of Hickman				C	CC	D	E	F	G	H	I	J
Item	Description	Bid Quantity	Overrun Quantity	Unit Price	Bid Value	Work Completed				Materials Presently Stored	Completed and Stored to Date		Balance to Finish (B - G)	Materials Incorp. This Application
Bid Item No.						From Previous Application	Overrun This Period	Quantity this Period	Value this Application		(C + E + F)	(G / B)		
1	Bypass Procedure	1	0.00	\$ 37,623.35	\$ 37,623.35	\$ 37,623.35	\$ -	0.00		\$ -	\$ 37,623.35	100.00%	\$ -	\$ -
2	Clarifier Pipe and Fittings Interior	1	0.00	\$ 65,555.68	\$ 65,555.68	\$ 56,166.76	\$ -	0.00		\$ -	\$ 56,166.76	85.68%	\$ 9,388.92	\$ -
3	Clarifier Structure	1	0.00	\$ 531,111.36	\$ 531,111.36	\$ 504,000.12	\$ -	0.00		\$ -	\$ 504,000.12	94.90%	\$ 27,111.24	\$ -
4	Clarifier Skimmer Mechanism	1	0.00	\$ 415,555.67	\$ 415,555.67	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 415,555.67	\$ -
5	Clarifier Stairs and Footing	1	0.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 15,000.00	\$ -
6	Electrical	1	0.00	\$ 392,111.24	\$ 392,111.24	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 392,111.24	\$ -
7	Existing Pump Station Modifications	1	0.00	\$ 40,354.99	\$ 40,354.99	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 40,354.99	\$ -
8	Headworks Bar Screen and Compactor	1	0.00	\$ 460,917.24	\$ 460,917.24	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 460,917.24	\$ -
9	Headworks Structure	1	0.00	\$ 571,834.48	\$ 571,834.48	\$ -	\$ -	0.25	\$ 145,000.00	\$ -	\$ 145,000.00	25.36%	\$ 426,834.48	\$ -
10	Headworks Interior	1	0.00	\$ 460,917.24	\$ 460,917.24	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 460,917.24	\$ -
11	Headworks Excavation	1	0.00	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	0.60	\$ 60,000.00	\$ -	\$ 60,000.00	60.00%	\$ 40,000.00	\$ -
12	Logistics	1	0.00	\$ 324,959.14	\$ 324,959.14	\$ 196,743.87	\$ -	0.15	\$ 50,000.00	\$ -	\$ 246,743.87	75.93%	\$ 78,215.27	\$ -
13	Oxidation Ditch	1	0.00	\$ 59,430.51	\$ 59,430.51	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 59,430.51	\$ -
14	Site Demolition	1	0.00	\$ 29,095.15	\$ 29,095.15	\$ 7,273.78	\$ -	0.00		\$ -	\$ 7,273.78	25.00%	\$ 21,821.37	\$ -
15	Site General	1	0.00	\$ 94,865.00	\$ 94,865.00	\$ 37,946.00	\$ -	0.00		\$ -	\$ 37,946.00	40.00%	\$ 56,919.00	\$ -
16	Site Headworks	1	0.00	\$ 124,523.00	\$ 124,523.00	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 124,523.00	\$ -
17	Site Work	1	0.00	\$ 135,086.51	\$ 135,086.51	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 135,086.51	\$ -
18	SWPPP	1	0.00	\$ 23,329.44	\$ 23,329.44	\$ 17,497.08	\$ -	0.00		\$ -	\$ 17,497.08	75.00%	\$ 5,832.36	\$ -
19	Alternate 1	1	0.00	\$ 84,630.00	\$ 84,630.00	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 84,630.00	\$ -
	CPR 002 Site Piping Adjustments	0	0.00	\$ -	\$ -	\$ -	\$ -	0		\$ -	\$ -	0	\$ -	\$ -
	CPR 006 Headworks Form Savers	1	0.00	\$ 15,593.32	\$ 15,593.32	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 15,593.32	\$ -
	CPR 005 Remove Existing Abandoned Sewer	1	0.00	\$ 6,635.50	\$ 6,635.50	\$ 6,635.50	\$ -	0.00		\$ -	\$ 6,635.50	100.00%	\$ -	\$ -
	CPR 7A Clarifier Changes	1	0.00	\$ 30,918.16	\$ 30,918.16	\$ 15,000.00	\$ -	0.00		\$ -	\$ 15,000.00	48.52%	\$ 15,918.16	\$ -
	WCD 02 Remove and Replace SBR Valve	1	0.00	\$ 39,819.68	\$ 39,819.68	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 39,819.68	\$ -
	CPR 009 Alt RAS Pipe Route	1	0.00	\$ 100,250.00	\$ 100,250.00	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 100,250.00	\$ -
	CPR 003 Pump Station Pipe	0	0.00	\$ -	\$ -	\$ -	\$ -	0		\$ -	\$ -	0	\$ -	\$ -
	CPR 7B Valve & Valve Box Deduct	1	0.00	\$ (3,497.28)	\$ (3,497.28)	\$ (3,497.28)	\$ -	0.00		\$ -	\$ (3,497.28)	100.00%	\$ -	\$ -
	CO11 Exterior Heat Alteration	0	0.00	\$ -	\$ -	\$ -	\$ -	0		\$ -	\$ -	0	\$ -	\$ -
	CO10 Telescoping Valve Extension	0	0.00	\$ -	\$ -	\$ -	\$ -	0		\$ -	\$ -	0	\$ -	\$ -
	CO12 Wall Penetration	0	0.00	\$ -	\$ -	\$ -	\$ -	0		\$ -	\$ -	0	\$ -	\$ -
Original Contract Total					\$ 3,966,900.00	\$ 875,389.18	//////////	\$ 255,000.00	\$ -	\$ 1,130,389.18	28.50%	\$ 3,026,230.20	\$ -	
Net Increase/Decrease Total					\$ -									
C/O Total					\$ 189,719.38									

CERTIFICATE OF PAYMENT NO. 6



Date of Issuance: April 18, 2024

Project: Hickman WTP – 2nd Train, 2022, Hickman, Nebraska
Project No. 022-02777

Contractor: Midwest Mechanical (MWM) Industrial Services, LLC, PO Box 16, 2602 Niagara Trail, Logan, IA 51546

DETAILED ESTIMATE		
Description	Unit Prices	Extension
Base Bid plus Alternate		
See Attached.		
PLEASE REMIT PAYMENT TO: Midwest Mechanical Industrial Services, LLC, PO Box 16, 2602 Niagara Trail, Logan, IA 51546		

Value of Work Completed: \$408,499.00

Original Contract Cost:	\$386,000.00
Approved Change Orders:	
No. <u>1</u>	\$ 7,543.00
No. <u>2</u>	\$ 7,078.00
No. <u>3</u>	\$ 7,878.00
Total Contract Cost:	\$408,499.00

Value of completed work and materials stored.....	\$408,499.00
Less retained percentage (5%).....	\$ 20,424.95
Net amount due including this estimate.....	\$408,499.00
Less: Estimates previously approved:	

No. 1	<u>\$98,325.00</u>	No. 3	<u>\$49,183.40</u>	No. 5	<u>\$7,790.00</u>
No. 2	<u>\$121,125.00</u>	No. 4	<u>\$111,650.65</u>		

Total Previous Estimates \$388,074.05


NET AMOUNT DUE THIS ESTIMATE \$ 20,424.95

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 MWM Industrial, Contractor Olsson Project File

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. 54-251635

TO OWNER:

(Name and address)

**The City of Hickman
115 Locust Street
Hickman, NE 68372**

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: **Construction**

CONTRACT DATED:

PROJECT:

(Name and address)

**Hickman WTP – 2nd Train
Hickman, NE**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

**United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, IA 52407**

, SURETY,

on bond of

(Insert name and address of Contractor)

**Midwest Mechanical Industrial Services, LLC
2602 Niagara Trail
Logan, IA 51546**

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

**The City of Hickman
115 Locust Street
Hickman, NE 68372**

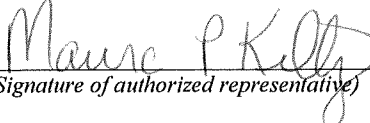
, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **20th** day of **March**, **2024**.
(Insert in writing the month followed by the numeric date and year)

United Fire & Casualty Company

(Surety)



(Signature of authorized representative)

Maura P. Kelly /Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JACQUELINE L. DREY, KEVIN J. STENGER, SHARON K. MURRAY, DAVID A. DOMINIANI, MAURA P. KELLY, JOAN LEU, DUSTIN COOPER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 7th day of June, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

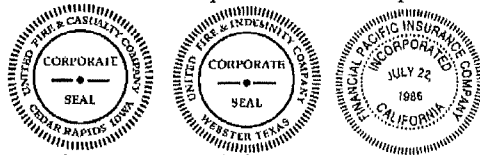
This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

7th day of June, 2022

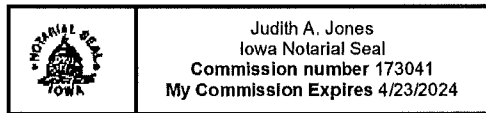


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 7th day of June, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have herunto subscribed my name and affixed the corporate seal of the said Corporations this 20th day of March, 2024.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

On this 15th day of March, 2024, the undersigned lienor, in consideration of the [partial] payment in the amount of \$ 388,074.05, hereby waives and releases his/her lien, stop payment notice, payment bonds rights, and right to claim a lien for labor, services, or materials furnished through March 15, 2024, unless listed as an Exception below, on the following project as identified below:

Identifying Information

Name of Project: Hickman WTP - 2nd Train Expansion
Owner of Project: City of Hickman Nebraska
General Contractor: Midwest Mechanical Industrial Services LLC
Project Location: 23100 S 68th St, Hickman, NE 68372

Exceptions

Retainage payment remains outstanding.

Subcontractor/Supplier Signature

Midwest Mechanical Industrial Services, LLC

Name: Travis Anderson

Title: Vice President

EXHIBIT D

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

On this 18th day of March, 2024, the undersigned lienor, in consideration of the [partial] [full & final] payment in the amount of \$ 9,246.00, hereby waives and releases his/her lien, stop payment notice, payment bonds rights, and right to claim a lien for labor, services, or materials furnished through March 18th, 2024 unless listed as an Exception below, on the following project as identified below:

Identifying Information

Name of Project: Hickman WTP - 2nd Train Expansion
Owner of Project: City of Hickman Nebraska
General Contractor: Midwest Mechanical Industrial Services LLC
Project Location: 23100 S 68th St, Hickman, NE 68372

Exceptions

Subcontractor/Supplier Signature

HEA Solutions Inc.

Name:

Dale Hancock

Title:

Service Dept. Mgr.

EXHIBIT D

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

On this 19 day of March, 2024, the undersigned lienor, in consideration of the [partial] [full & final] payment in the amount of \$ 5,250⁰⁰, hereby waives and releases his/her lien, stop payment notice, payment bonds rights, and right to claim a lien for labor, services, or materials furnished through Jan 31, 2024 unless listed as an Exception below, on the following project as identified below:

Identifying Information

Name of Project: Hickman WTP - 2nd Train Expansion
Owner of Project: City of Hickman Nebraska
General Contractor: Midwest Mechanical Industrial Services LLC
Project Location: 23100 S 68th St, Hickman, NE 68372

Exceptions

Subcontractor/Supplier Signature

Morgan Painting
Name: Matt Morgan
Title: owner

EXHIBIT D

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

On this 19 day of MARCH, 2024, the undersigned lienor, in consideration of the [partial] [full & final] payment in the amount of \$ 688.02, hereby waives and releases his/her lien, stop payment notice, payment bonds rights, and right to claim a lien for labor, services, or materials furnished through MARCH, 2024, unless listed as an Exception below, on the following project as identified below:

Identifying Information

Name of Project: Hickman WTP - 2nd Train Expansion
Owner of Project: City of Hickman Nebraska
General Contractor: Midwest Mechanical Industrial Services LLC
Project Location: 23100 S 68th St, Hickman, NE 68372

Exceptions

Subcontractor/Supplier Signature


Name: JAMES C. JOHNSON

Title: PRESIDENT

EXHIBIT D

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

On this 26th day of March, 2024, the undersigned lienor, in consideration of the [partial] [full & final] payment in the amount of \$ 8,439.30, hereby waives and releases his/her lien, stop payment notice, payment bonds rights, and right to claim a lien for labor, services, or materials furnished through DMG DBA Malloy, 2024, unless listed as an Exception below, on the following project as identified below:

Identifying Information

Name of Project: Hickman WTP - 2nd Train Expansion
Owner of Project: City of Hickman Nebraska
General Contractor: Midwest Mechanical Industrial Services LLC
Project Location: 23100 S 68th St, Hickman, NE 68372

Exceptions

Subcontractor/Supplier Signature

Colin Bretsch

Name: Colin Bretsch

Title: VP - Products, Marketing, Manufacturing

EXHIBIT D

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

On this 21ST day of March, 2024, the undersigned lienor, in consideration of the [partial] [REDACTED] payment in the amount of \$ 22631.60, hereby waives and releases his/her lien, stop payment notice, payment bonds rights, and right to claim a lien for labor, services, or materials furnished through March 21, 2024, unless listed as an Exception below, on the following project as identified below:

Identifying Information

Name of Project: Hickman WTP - 2nd Train Expansion
Owner of Project: City of Hickman Nebraska
General Contractor: Midwest Mechanical Industrial Services LLC
Project Location: 23100 S 68th St, Hickman, NE 68372

Exceptions

Retainage payment remains outstanding.

Subcontractor/Supplier Signature


JON HARGER (01/17/2022 08:14 CDT)

Name: Jon Harger

Title: Vice President







Exhibit D - Lien Wiaver (003)

Final Audit Report

2024-03-22

Created:	2024-03-21
By:	Gregg Markus (gmarkus@melleninc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoH_NhP-trUDdN0dHAvgMIGBxBhcoixsY

"Exhibit D - Lien Wiaver (003)" History

-  Document created by Gregg Markus (gmarkus@melleninc.com)
2024-03-21 - 1:47:30 PM GMT- IP address: 174.64.228.187
-  Document emailed to jharger@melleninc.com for signature
2024-03-21 - 1:49:30 PM GMT
-  Email viewed by jharger@melleninc.com
2024-03-22 - 1:10:30 PM GMT- IP address: 104.47.66.126
-  Signer jharger@melleninc.com entered name at signing as Jon P. Harger
2024-03-22 - 1:14:42 PM GMT- IP address: 208.126.93.132
-  Document e-signed by Jon P. Harger (jharger@melleninc.com)
Signature Date: 2024-03-22 - 1:14:44 PM GMT - Time Source: server- IP address: 208.126.93.132
-  Agreement completed.
2024-03-22 - 1:14:44 PM GMT



MWM Industrial
2602 Niagara Trail
Logan, IA 51546

March 21, 2024

Mr. Craig Reinsch
Olsson
601 P Street, Suite 200
Lincoln, NE 68508

Subject: CONTRACTOR WARRANTY – HICKMAN WTP 2ND TRAIN EXPANSION

Dear Mr. Reinsch,

MWM Industrial, as the Contractor for the Hickman Water Treatment Plant 2nd Train Expansion, located in Hickman, Nebraska, do hereby warrant that all labor and materials furnished and work performed are in accord with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of two (2) years from Date of Substantial Completion.

The warranty commences on February 4, 2024, and expires on February 4, 2026. Should any defect develop during warranty period due to improper materials, workmanship, or arrangement, the same shall, upon written notice by the Owner, be made good by the undersigned at now expense to the Owner.

Nothing in the above statement shall be deemed to apply to work which has been abused or neglected by the Owner.

Regards,

Travis Anderson

A handwritten signature in blue ink that reads 'Travis B. Anderson'. The signature is written in a cursive style with a long, sweeping underline.

Vice President, Midwest Mechanical Industrial Services LLC

3 Year Limited Warranty

Hydro Instruments guarantees all mechanical equipment of its own manufacture to be free of defects in material and workmanship for a period of three (3) years from the date of shipment.

Alteration, disassembly and improper use not in accordance with Hydro Instruments installation and operating instructions shall be cause for voiding the above warranty.

It is expressly agreed that the remedy provided in this section shall be the exclusive remedy against the seller for all such claims of any kind except breach of warranty.

The seller makes no warranty of any kind, express or implied, except as set forth herein and except that such materials are of seller's or manufacturer's standard quality and product specifications, and the buyer assumes all risk and liability whatsoever resulting from the use of such materials whether used singly or in combination with other substances. The materials covered shall be examined and tested upon receipt thereof.

Before such materials are used and within ten (10) days from receipt of shipment, the buyer shall notify the seller in writing of any claims on account of weight, quality, loss of or damage to said materials or otherwise. Failure to so notify the seller shall constitute a waiver by the buyer of all claims with respect to such materials, and in any event the use of such materials, shall be deemed to mean satisfactory performance on the part of the seller.

Seller's liability, if any, shall be limited to the value of the product supplied to the buyer. It is expressly agreed that the remedy provided in this section shall be the exclusive remedy against the seller for all such claims of any kind except breach of warranty. In no event, whether as a result of breach of contract or warranty or alleged negligence, or of any other claim of any other kind shall the seller be liable for special or consequential damages including but limited to loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, down time costs, or claims of customers of the purchaser for such damages.

LIFETIME WARRANTED PARTS

Certain parts carry a lifetime warranty. These parts include the following:

- 1.) Inlet Capsules – Parts VRH-141-501 and SAWS-US.
- 2.) All springs used in vacuum feed equipment.
- 3.) Vacuum Regulator double diaphragms.
- 4.) PVC body parts for vacuum regulators, ejectors, remote meters and switchover modules.

EXCLUSIONS

The above stated warranty coverage is for a period of 3 years from the date of shipment from Hydro Instruments. Coverage for this extended period is subject to, but not limited to the following restrictions.

This warranty is to apply to defects in components and workmanship occurring in the course of manufacture and not to factors beyond the control of Hydro Instruments. The following are factors beyond the control of Hydro Instruments, which can cause damage and/or the need for service which will be excluded from this warranty.

- 1.) Physical damage due to force, dropping or other abuse.
- 2.) Any use of non-Hydro Instruments parts or alteration of design.
- 3.) Use with any gas (or any material) for which the unit was not specifically designed.
- 4.) Impurities from gas supplies introduced into sealing surfaces or any other part of the Hydro equipment.
- 5.) Introduction of liquefied Chlorine into the Hydro Instruments equipment.
- 6.) Use above the rated feed rate capacity or pressure of the unit.
- 7.) Replacement of parts with other used Hydro parts.
- 8.) Electronics are covered for one year.

The above listed exclusions are specifically provided for clarification and are not in any way intended to limit or eliminate other possible exclusions.



CONDITIONS OF SALE

Acceptance Of Orders... All orders and contracts are subject to acceptance by the management of Weber Industries, Inc. (the company) and to the conditions herein set forth.

Prices... Merchandise, prices, discounts, quotations, freight policy and specifications are subject to change without notice and will be applied as in effect at the time of shipment. Prices shown do not include any sales, excise or other government charges payable by seller to Federal, State or local authority. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate

Routing... On FOB factory shipments, customers' choice of routing will be followed if specified whenever practical. On prepaid shipments, we reserve the right to specify routing.

Terms And Interest Charges... Except as otherwise indicated, payment is due in United States of America currency, 30 days after date of invoice on approved credit. A 1 1/2% monthly service charge; as indicated on every invoice, will be assessed on all invoices which remain unpaid past 30 days from date of invoice. Any of the terms and provisions on the customers' order which are in any way inconsistent with our policy shall not be considered applicable to the sale. The customer will be responsible for any and all cost incurred, including attorney fees and court cost, in the collection of any and all delinquent invoices and or service charges.

Minimum Billing... The minimum charge for any order will be \$25.00 net, exclusive of tax or transportation charges, except on purchases of sales aids.

Shipment... Prompt shipping dates are based on full and complete information at the factory and credit approval. Shipment of phoned orders before receipt of written confirming purchase orders shall be at customers risk.

Design... Weber Industries reserves the right at any time, to discontinue the manufacture or distribution of any model, or to make changes in the design of manufactured products or distribute improved products without incurring any obligation to replace, furnish, install or upgrade products previously supplied.

Cancellation... No orders or sales may be cancelled without the consent of Weber Industries, Inc. At the company's option, cancelled orders are subject to cancellation charges equal to all cost incurred by the company up to the date of cancellation, including a 10% charge for overhead. Special orders can not be cancelled.

Return Of Goods... Prior permission from Weber Industries, Inc. must be obtained before any goods may be returned and each item must be in it's original package, in like new condition, properly tagged or labeled with the company return goods authorization number. New and unused material, of current design, accepted and approved by the company for credit, is subject to a restocking charge of at least \$30.00 dollars or 25%, whichever is greater. In addition, in the case of an item not manufactured by Weber Industries, Inc., any and all cost for updating and/or restocking charges charged to Weber industries, Inc., by a vendor of Weber Industries, Inc. will be added to the restocking charge. Weber Industries, Inc will not take back electrical products that cartons have been opened or products that have been special ordered. Credit issued by Weber Industries, Inc. will be for the original purchase amount, not current replacement cost. Credits are non-refundable but may be used for the purchase of product common to your industry. **Freight; All transportation charges must be borne by the customer. No collect or C.O.D. shipments will be accepted.**

Expedited Orders... Expedited/Rush orders or rush warranty replacement orders are subject to an expediting charge to be determined by Weber Industries, Inc. In addition, all orders requiring Weber Industries, Inc. to use an intermediate transport mode such as a cab or messenger to get a product to a bus, airline or truckline, will be subject to an extra delivery charge in addition to any other freight charges from the delivering carrier.

Repairs... Both in warranty and out of warranty material will be repaired or replaced, at the sole discretion of Weber Industries, Inc. and shipped within a reasonable period of time, after receipt at factory if properly tagged or labeled with the company return goods authorization number. Warranty will be based on factory inspection of returned merchandise as outlined in Webtrol's Limited Warranty. If the product being returned is found to be out of warranty, you will be notified. If you elect to have the, out of warranty product inspected, there will be a charge for inspection, to be determined by Weber Industries, Inc. . The inspection fee will be waived, if the product is repaired. All material must be shipped to the Webtrol factory or such place as Weber Industries, Inc. shall designate, via prepaid freight. Any credit issued for warranty material will be for the original purchase amount, not current replacement cost. Credits are non-refundable but may be used for the purchase of product common to your industry. **All material will be returned FOB.**

NOTE: Used septic and sewer products being returned for warranty determination must be thoroughly cleaned and chlorinated before returning or a cleaning charge of \$ 30.00 will be accessed.

Delayed Deliveries... Weber Industries, Inc. shall not be liable for any delay in shipping or delivery of merchandise for any reason whatsoever. If for any reason whatsoever, merchandise ordered is not accepted by the applicable public carriers, the company shall have the right to deliver said merchandise to a bonded warehouse for storage at the expense of the purchaser, and such delivery shall be conclusively deemed delivered of such merchandise to purchaser.

Substitutions... Weber Industries, Inc. reserves the right to substitute materials and modify specifications to the extent required in order to comply with any governmental law or regulation.

Sales Policy... Nothing herein shall be construed as abridging the right of Weber Industries, Inc. to sell directly or indirectly to 1.) Federal or State Governments; 2.) Purchasers' who buy company products for sale as integral or assembled parts of their products; 3.) Firms operating on a national scale; 4.) Any other class of purchaser to whom the company may from time to time elect to sell directly.

Conditions... All sales made by Weber Industries, Inc. are subject to these conditions unless otherwise agreed to in writing and signed by a duly authorized officer of the company. In all cases of conflict between these conditions and the requirements of the purchase order, these conditions shall prevail. All sales shall be governed by Missouri law. All disputes arising between you and Weber shall be litigated solely in the Circuit Court of St. Louis County, Missouri as the mutually agreed forum.

03/07



LIMITED WARRANTY

Industrial Pump Limited Warranty

Weber Industries, warrants any product of it's own manufacture to be free of defects in material and workmanship under normal use and services for the period shown. Weber Industries, Inc. obligation under this warranty is limited to repairing or replacing, at Weber Industries sole discretion, any defective pump found to Weber Industries' reasonable satisfaction to have been so defective upon examination of it, provided such pump is returned, freight prepaid, to Weber Industries' factory, in St. Louis, Missouri, or such other place as Weber Industries shall designate, within 30 days of failure date. Weber Industries, Inc. shall not be responsible for the removal or the reinstallation of any product covered under this warranty or any charges associated with the removal or reinstallation.

This warranty does not cover; Pumps returned for warranty that inspect and test within specifications; Pumps that have failed due to misuse or misapplication; Pumps that have been run in one of the following conditions; run dry, closed discharge head, liquids in excess of 140 degrees fahrenheit, liquids other than potable water, that have not been pre-approved, in writing, by Weber Industries. This warranty does not cover power cable, lead wires, electrical components, control boxes or accessories of any kind.

Weber Industries, Inc. specifically limits the duration of any state law implied warranty of merchantability or fitness for a particular purpose to the time listed under the heading " PERIODS OF LIMITED WARRANTY ".

Except as provided in the foregoing warranty, Weber Industries, Inc. shall not be liable for any damage or loss to persons or property, including without limitation, consequential damages for breach of any written or implied warranty covering any product manufactured by Weber Industries, Inc.

Periods Of Limited Warranty

The following series Webtrol Pumps are warranted to be free of defects in material and workmanship for a period of one year from the date of manufacture, when purchased as a complete unit consisting of motor and pump assembled together;

EZ Series Boosters;
HT Series Boosters;
In-Line Series Boosters;
PC Series Centrifugals;
Stainless Steel Series Centrifugals;
Cast Iron Series Centrifugals;
Sump Pumps Plastic Base Series;
Vertical Series Boosters, Stainless Steel;

Weber Industries, Inc. does not warrant any part not manufactured by it, but assigns to buyer, Weber Industries' rights under any warranty given by the manufacturer of such part.

Pumps not manufactured by Weber Industries but supplied by Weber Industries;

Sewage Pumps Stainless Steel Series;
Sump Pumps Stainless Steel Series;

Motor And Controls... 12 months from date of manufacture,when purchased as a complete unit consisting of a pump and motor assembled together by Weber Industries, Inc. This warranty is coextensive with the original manufacturer warranty against electrical and mechanical defects.

There is no warranty on individual components when purchased for the above described series of pumps, when not factory installed by Weber Industries. When factory installed, components will be warranted for a period of 90 days from date of repair.

For all other products not listed, consult factory for warranty information.

The warranty set forth above is made expressly in lieu of any other express warranties. The warranty set forth above shall be designated as a **Limited Warranty** within the meaning of title 15, S2303 of the United States Code.



Water Treatment
1811 N Alma School Rd, Suite 260
Mesa, AZ 85201

T 602-345-8600
graniteconstruction.com

WARRANTY

Warranty For: Hickman WTP – Iron & Manganese Treatment System

Subcontractor: Layne Christensen Company
1811 N Alma School Road, Suite 260
Mesa, AZ 85210

Project: LayneOx Addition – 23100 S 68th St, Hickman, NE 68372

Products manufactured by the Seller and sold under this agreement are warranted to be free from defects in materials and workmanship for one year from the date of shipment to the Purchaser. Goods manufactured by other than Seller and sold under this agreement are warranted only to the extent of such manufacturer's warranty. Seller's obligation is limited to repair or replacement F.O.B. Seller's plant when examination of any such Products shall disclose them to Seller's satisfaction to have been defective and Purchaser shall have promptly notified Seller of the discovery of any such defect. At Seller's option, such Products shall be returned to Seller, transportation charges prepaid, for such examination.

This warranty does not apply to any Products which have been opened, disassembled, repaired or altered by anyone other than Seller or subjected to misuse or abuse. Corrosion, erosion, deterioration from unusual causes, normal wear and tear, or operating conditions more severe than those for which the product is designed are expressly excluded from this warranty. Warranty on product repairs or replacement parts shall extend for the unexpired warranty period of the original product.

THERE ARE NO WARRANTIES EXPRESS OR IMPLIED WHICH EXTEND BEYOND THOSE EXPRESSLY STATED HEREIN, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The term of this warranty shall be for twelve (12) months after startup of the equipment which was February 5th, 2024, but not to exceed eighteen (18) months from date of shipment of the equipment which was October 11th, 2023.

Dated this 15th day of March, 2024.

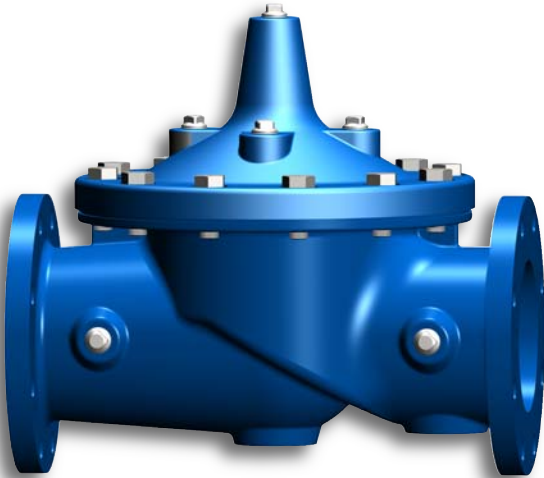
Signed by

Brian Walsh
Project Manager

CLA-VAL WARRANTY

3 Year Warranty on Cla-Val Quality Products

This is a Limited Warranty



Automatic valves and controls as manufactured by Cla-Val are warranted for three years from date of shipment against manufacturing defects in material and workmanship that develop in the service for which they are designed, provided the products are installed and used in accordance with all applicable instructions and limitations issued by Cla-Val. Electronic components manufactured by Cla-Val are warranted for one year from the date of shipment.

We will repair or replace defective material, free of charge which is returned to our factory, transportation charges prepaid, provided that after inspection the material is found to have been defective at time of shipment. The warranty is expressly conditioned on the purchaser's giving Cla-Val immediate written notice upon discovery of the defect.

Components used by Cla-Val, but manufactured by others, are warranted only to the extent of that manufacturer's guarantee.

This warranty shall not apply if the product has been altered or repaired by others, and Cla-Val shall make no allowance or credit for such repairs or alterations unless authorized in writing by Cla-Val.

Disclaimer of Warranties & Limitation of Liability

The foregoing warranty is exclusive and in lieu of all other warranties and representations whether expressed, implied, oral or written, including but not limited to, any implied warranties or merchantability or fitness for a particular purpose. All such other warranties and representations are hereby cancelled.

Cla-Val shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product. Cla-Val shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product. Cla-Val shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data and services.

No representative of Cla-Val may change any of the foregoing or assume any additional liability or responsibility in connection with the product.

The liability of Cla-Val is limited to material replacements F.O.B. Newport Beach, California.

CLA-VAL

1701 Placentia Avenue • Costa Mesa, CA 92627

800-942-6326 • Fax: 949-548-5441 • Web Site: cla-val.com • E-mail: info@cla-val.com

CLA-VAL CANADA

4687 Christie Drive
Beamsville, Ontario
Canada L0R 1B4
Phone: 905-563-4963
Fax: 905-563-4040
E-mail sales@cla-val.ca

CLA-VAL EUROPE

Chemin des Mésanges 1
CH-1032 Romanel/
Lausanne, Switzerland
Phone: 41-21-643-15-55
Fax: 41-21-643-15-50
E-mail: cla-val@cla-val.ch

CLA-VAL UK

Dainton House, Goods Station Road
Tunbridge Wells
Kent TN1 2 DH England
Phone: 44-1892-514-400
Fax: 44-1892-543-423
E-mail: info@cla-val.co.uk

CLA-VAL FRANCE

Porte du Grand Lyon 1
ZAC du Champ du Périer
France - 01700 Neyron
Phone: 33-4-72-25-92-93
Fax: 33-4-72-25-04-17
E-mail: cla-val@cla-val.fr

CLA-VAL PACIFIC

45 Kennaway Road
Woolston, Christchurch, 8023
New Zealand
Phone: 64-39644860
www.cla-valpacific.com
E-mail: info@cla-valpacific.com





April 18, 2024

City of Hickman
Attn: Mr. Phil Goering, Mayor
115 Locust Street, PO Box 127
Hickman, Nebraska 68372-0127

Re: Water Treatment Plant – 2nd Train
Hickman, Nebraska
Olsson Project No. 022-02777

Dear Mr. Goering:

This letter shall serve as the Engineer's certification that the above referenced project has been constructed in conformance with the project plans and specifications. We have received notification from the Contractor regarding the final items requested to be completed. All project work was completed as of April 1, 2024, therefore, this date will begin the one-year warranty period.

Construction record drawings, lien waivers, operation and maintenance (O&M) information, and consent of surety, were received from the Contractor and provided to the City. Final payment for the project will be provided for consideration at one of the City's May 2024 board meeting.

The following items will need to be reviewed with the Contractor as part of the one (1)-year warranty:

- Seeding and grading, and other related site issues in the spring of 2025.

Electronic and hard copies of the project record drawings have been finalized and have been provided in both hard copy and electronic files. O&M documents were provided previously.

Sincerely,

A handwritten signature in black ink that reads "Craig Reinsch". The signature is written in a cursive, flowing style.

Craig Reinsch, PE

cc: Mr. Travis Anderson, MWM Industrial
Ms. Kelly Oelke, City of Hickman

F:\2022\02501-03000\022-02777\20-Management\Communication\24-04-18_WTWW_MWM Final Completion Letter.docx

CERTIFICATE OF PAYMENT NO. 4



Date of Issuance: April 18, 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.		
PLEASE REMIT PAYMENT TO: Layne Christensen Co, PO Box 743609, Los Angeles, CA 90074-3609		

Value of Work Completed: \$554,534.50

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

Value of completed work and materials stored.....	\$554,534.50
Less retained percentage (N/A%).....	\$ 0.00
Net amount due including this estimate.....	\$554,534.50
Less: Estimates previously approved	\$498,802.10

No. 1	<u>\$167,197.20</u>	No. 2	<u>\$275,872.50</u>	No. 3	<u>\$55,732.40</u>
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Total Previous Estimates	\$498,802.10
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NET AMOUNT DUE THIS ESTIMATE	\$ 55,732.40
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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

April 17, 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 4

Please find enclosed Application and Certificate for Payment 4, Layne invoice 2688057, in the amount of \$55,732.40 and Conditional Waiver and Release on Final Payment. This request is for Final Acceptance (10%).

If you have any questions or require additional information, I can be reached at (602) 345-8574, or email 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

Inv No.: 2688057

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#: 022-02777 WO#: LAYNE JOB #: 1160892
---	---	--

Sold To: 892069 HICKMAN, CITY OF ATTN: ACCOUNTS PAYABLE PO BOX 127 HICKMAN, NE 68372-0127	Notes:
--	---------------

INV DATE	DUE DATE	ACCOUNT MANAGER	PROJECT MANAGER	TERMS
4/17/2024	6/16/2024	HARRIS, BRADLEY A.	MCCARTNEY, JEFFREY C	NET 60 Days
QTY / Units	UOM	----- Remark -----	Unit Price	Total

**WATER TREATMENT EQUIPMENT PROCUREMENT 2022
PAYMENT APPLICATION 4**

1.00	LS	* Final Acceptance (10%)	\$52,826.92	\$52,826.92
Sub Total ==>				<u>\$52,826.92</u>

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

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.

Thank you for your business
Layne Christensen, a Granite Corporation is an Equal Opportunity Employer
ORIGINAL

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.: **4**
 APPLICATION DATE: **04/17/24**
 PERIOD TO: **04/01/24-04/30/24**
 LAYNE PROJECT NO.: **1160892**
 AGREEMENT DATE: **07/26/22**
 PROJECT NO. **022-02777**
 LAYNE INVOICE NO.: **2688057**

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.....	\$	554,534.50
RETAINAGE:		
0 % OF PREVIOUS APP.	\$	-
0 % OF REQ. THIS PERIOD	\$	-
0 % OF STORED MATERIAL	\$	-
TOTAL RETAINAGE.....	\$	-
TOTAL EARNED LESS RETAINAGE.....	\$	554,534.50
LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	498,802.10
CURRENT PAYMENT DUE.....	\$	55,732.40
BALANCE TO FINISH INCLUDING RETAINAGE.....	\$	-

(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

Date: 4/17/2024

State of ARIZONA
 County of MARICOPA



Subscribed and sworn to before me this 17th day of April, 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%
1160892	Original Contract										
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	\$ -	\$ 52,826.92	\$ -	\$ 52,826.92	100%	\$ -	\$ -
OC-005		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Subtotal - Original Contract	\$ 528,269.20	\$ -	\$ 528,269.20	\$ 475,442.28	\$ 52,826.92	\$ -	\$ 528,269.20	100%	\$ -	\$ -
	TOTAL	\$ 528,269.20	\$ -	\$ 528,269.20	\$ 475,442.28	\$ 52,826.92	\$ -	\$ 528,269.20	100%	\$ -	\$ -
1160892	Change Orders										
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%	\$ -	\$ -
	TOTAL	\$ 528,269.20	\$ (2,644.08)	\$ 525,625.12	\$ 472,798.20	\$ 52,826.92	\$ -	\$ 525,625.12	100%	\$ -	\$ -
1160892	Sales Tax @ 5.5%										
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	\$ -	\$ 2,905.48	\$ -	\$ 2,905.48	100%	\$ -	\$ -
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	\$ 26,003.90	\$ 2,905.48	\$ -	\$ 28,909.38	100%	\$ -	\$ -
	GRAND TOTAL	\$ 557,324.00	\$ (2,789.50)	\$ 554,534.50	\$ 498,802.10	\$ 55,732.40	\$ -	\$ 554,534.50	100%	\$ -	\$ -

EXHIBIT D

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

On this 17th day of April, 2024 the undersigned lienor, in consideration of the [partial] [full & final] payment in the amount of \$ 111,464.80, hereby waives and releases his/her lien, stop payment notice, payment bonds rights, and right to claim a lien for labor, services, or materials furnished through April 30, 2024, unless listed as an Exception below, on the following project as identified below:

Identifying Information

Name of Project: Water Treatment Equipment Procurement 2022
Owner of Project: City of Hickman Nebraska
General Contractor: Midwest Mechanical Industrial Services LLC
Project Location: 23100 S 68th St, Hickman, NE 68372

Exceptions

Upon receipt of payment for Layne invoices 2675400 and 2688057

Subcontractor/Supplier Signature



Name: Jeffrey C. McCartney

Title: Area Manager, Layne Christensen Company

MUNICIPAL CODE SERVICES, INC.

P.O. Box 164
Neligh, NE 68756-0164
Phone 402-887-5022 Fax 402-887-5592
leagle@mcnallylaw.net
joe@mcnallylaw.net

April 9, 2024

City of Hickman
PO Box 127
115 Locust Street
Hickman, NE 68372-0127

Mayor and City Council:

Municipal Code Services ("the Company") is pleased to present a proposal for complete recodification services to the City of Hickman ("the City") as follows:

A. The Company will review and analyze your existing ordinances to ascertain that they comply with current state statutes.

B. In the event that the Company finds deficiencies in your present ordinances, we will make recommendations to cure them.

C. We will incorporate any ordinances passed by the City since its last general recodification and completely index the new recodified ordinances. This does not include zoning ordinances or special municipal enterprise ordinances such as bond ordinances or annual appropriation ordinances, etc.

D. The Company will provide 8 new ordinance books in 8-1/2" x 11" three-ring-binder format. Additional books may be purchased at a cost of \$75.00 each. We will also provide the revised code in both digital and web-ready formats for no additional charge.

E. After adoption of the revised ordinance book, we will provide updating services for a period of one year at no charge to the City.

Municipal Code Services will provide the above services for a total sum of \$6,500.00, which is a special rate for the municipalities we have recodified previously. One-half of the total amount will be due upon delivery of the rough draft, and the other half will be due upon delivery of the final draft. This proposal is valid for 90 days from this date.

Successful completion from start to finish under normal circumstances is less than one

year. Ideally the City's review of the rough draft should be completed within 180 days of the delivery of the rough draft. If not, we will deliver the final copy of the book based upon the content of the rough draft for adoption by the City, upon which time final payment will be due. There is also an additional fee in the unlikely event the City desires more than one revision of the rough draft.

After your first free year, we also provide continuing updating services for \$80 per ordinance (or per topic if an ordinance contains multiple topics) regardless of number of pages, so by utilization of our services you can always be assured of a completely up-to-date ordinance book.

We appreciate the opportunity to present this proposal to you and look forward to working with the City on this important project.

With best wishes, I am

Respectfully yours,



Joe McNally
Vice-President

ACCEPTANCE OF PROPOSAL

By motion of the City Council on _____, 2024, the above and foregoing proposal was accepted.

CITY OF HICKMAN, NEBRASKA

Mayor

ATTEST:

City Clerk

WE
MAKE
IT
SIMPLE

The BIZCO logo is displayed in a large, bold, white sans-serif font against a solid red background. The letters are closely spaced, and the overall design is clean and modern.

City of Hickman - Nebraska

Sonicwall Replacement

April 09, 2024

J.D Westerholm
Account Manager
1-800-950-2485 (sales)
402-323-4804 (direct)
402-323-4800 (main)
jdwestersholm@bizco.com

WE
MAKE
IT
SIMPLE

The Bizco logo is displayed in a large, bold, white sans-serif font against a solid red rectangular background. The letters are closely spaced and have a slight shadow effect, giving it a three-dimensional appearance. The background of the entire page features a repeating pattern of the same service categories in a smaller, lighter font.

City of Hickman - Nebraska

Server Upgrade

April 15, 2024

J.D Westerholm
Account Manager
1-800-950-2485 (sales)
402-323-4804 (direct)
402-323-4800 (main)
jdwestersholm@bizco.com

Quote ID: Biz155880

Date: Monday, April 15, 2024

Expires: Wednesday, May 01, 2024

Prepared For:

Kelly Oelke
 City of Hickman - Nebraska
 115 Locust St. PO Box 127
 Hickman NE 68372

Ship To:

Kelly Oelke
 City of Hickman - Nebraska
 115 Locust St. PO Box 127
 Hickman NE 68372

Bill To:

Kelly Oelke
 City of Hickman - Nebraska
 115 Locust St. PO Box 127
 Hickman NE 68372

Prepared By:

J.D. Westerholm
 Bizco Technologies
 402-323-4800
 jdwestersholm@bizco.com

Server

Description	Qty	Price	Ext. Price
PowerEdge R450 Server - SINGLE - Intel Xeon Gold 5315Y 3.2G, 8C/16T - 64GB RAM - 1.92TB RAID 1 SSD - BOSS boot - Dual PSU - 3yr ProSupport	1	\$5,666.32	\$5,666.32

Server Subtotal **\$5,666.32**

Backup Hardware

Description	Qty	Price	Ext. Price
QNAP Turbo NAS TS-264-8G SAN/NAS Storage System - 1 x Intel Celeron N5095 Quad-core (4 Core) - 2 x HDD Supported - 0 x HDD Installed - 2 x SSD Supported - 0 x SSD Installed - 8 GB RAM DDR4 SDRAM - Serial ATA/600 Controller - RAID Supported - 0, 1, JBOD RA	1	\$489.58	\$489.58
Seagate IronWolf 4 TB Hard Drive - 3.5" Internal - SATA (SATA/600) - 5400rpm	2	\$116.54	\$233.08
6ft Black Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black	2	\$8.61	\$17.22

Backup Hardware Subtotal **\$739.88**

Licensing

Description	Qty	Price	Ext. Price
Windows Server 2022 Standard - 16 Core License Pack	2	\$1,069.00	\$2,138.00
Windows Server 2022 - 1 User CAL	25	\$46.00	\$1,150.00

Signature

Agreement Start Date
