

City Council Regular Meeting
Tuesday, June 25, 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 June 11, 2024, City Council Meeting Minutes

5.B. Claims and Accounts Payable Report

- 5.C. Statement of Accounts and Budget Cash Report as of May 31, 2024
- 5.D. Monthly City Sales Tax Report
- 6. Proclamations, Presentations, Appointments, Affirmations & Introductions
 - 6.A. Presentation of Terrace View Park Pickleball Concept by Eric Casper with JEO
 - 6.B. Oath of Office, Mr. Charles Stewart, Planning Commission Member
 - 6.C. Oath of Office, Mr. Lance Murry, Planning Commission Member
- 7. Reports
 - 7.A. Public Works and Parks and Recreation Department
 - 7.B. City Code Violations, Abatements, Nuisances and Permits
 - 7.C. Water Department Projects
 - 7.D. Wastewater Treatment Plant Improvement Project Update
 - 7.E. Scotts Creek Trail Project Update
- 8. Public Hearings - None
- 9. Unfinished Business
 - 9.A. Resolution 2024-06, Memorandum of Understanding as to a Plan of an Electric System Lease Agreement with Norris Public Power District
- 10. New Business
 - 10.A. Master Agreement Work Order: Agreement for Professional Services with Olsson on National Environmental Policy Act Categorical Exclusion for Federal Aid Recreational Trail Projects
 - 10.B. Certificate of Payment No. 7 to Neuvirth Construction, Inc. for the Hickman Wastewater Treatment Plant Head Works and Final Clarifier Project in the Amount of \$411,154.00
 - 10.C. Consideration of Agreement with Davis Design for Hickman City Park Playground Donor Wall
 - 10.D. Tort Claim Determination, Sewer Backup at 320 E. 1st Street

10.E. Tort Claim, Sewer Backup at 320 E. 1st Street

10.F. Resolution 2024-07, Master Service Agreement with Xpress Solutions, Inc.

11. City Administrator's Report

12. Governing Body Comments & Council Correspondence

12.A. City Hall Closed Thursday, July 04, 2024, for Independence Day

12.B. Hickman Area Economic Development Association Firework Display, Friday,
July 5, 2024, in Main Park at Dusk

13. Meeting Adjournment

MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD June 11, 2024 Mayor Phil Goering called the meeting to order at 7:00pm on June 11, 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 Tina Ziemann, Dave Kulwicki, John Meese, Steve Noren, and Doug Wagner were present for Roll Call. Council Member Travis Borchardt was excused prior to the meeting. Prior notice of the meeting and agenda were provided to the Mayor and all members of the Governing Body. Notice of the meeting was distributed and posted at Hickman City Hall, U.S. Post Office-Hickman, U-Stop Market, and the City of Hickman Website.

Mayor Communications – None

Consent Agenda

The City Administrator presented and discussed the May 28, 2024, Meeting Minutes, line-item content of Claims and Accounts Payable Report with the Governing Body. The City Administrator presented Amendment of April 09, 2024 Meeting Minutes that includes Oath of Office with Council Member Dave Kulwicki. Motion by Council Member Wagner and a second by Ziemann to approve the consent agenda. The following Council Members voted “YEA”: Ziemann, Kulwicki, Meese, Noren, and Wagner. The following Council Members voted “NAY”: None. Motion passed 5-0.

Proclamations, Presentations, Appointments, Affirmations & Introductions – None

Reports

Deputy Dowhower presented the Lancaster Sheriff’s Office Report.

The City Administrator presented the Community Center Report.

No updates for the Water Department Projects, Wastewater Plant Improvements or Scotts Creek Trails Project.

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

Public Hearings – None

Unfinished Business

Mayor Goering presented Ordinance 2024-03, Amend Article 5: Zoning Districts; Height and Lot Requirements in Subsections 5.10.06, 5.11.06, 5.12.06 and 5.13.06 in the City of Hickman's 2023 Zoning Regulations on the third and final reading. Motion to pass Ordinance 2024-03 on third and final reading made by Council Member Noren and a second by Wagner. The following Council Members voted “YEA”: Ziemann, Kulwicki, Meese, Noren, and Wagner. The following Council Members voted “NAY”: None. Motion passed 5-0.

Mayor Goering presented Ordinance 2024-04, Amend Article 6: Overlay and Special Districts; Subsection 6.12.07 Standards for Floodplain Development in the City of Hickman's 2023 Zoning Regulations on third and final reading. Motion to pass Ordinance 2024-04 on third and final reading made by Council Member Wagner and a second by Noren. The following Council Members voted "YEA": Ziemann, Kulwicki, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 5-0.

New Business

Mayor Goering presented 12U Hickman Royals Baseball Coach Request to use City Owned Property for Hickman Mom's Game with Food Truck on June 28, 2024. The City Attorney recommended that with the current concession stand lease in place the Council Members do not approve the use of food trucks in Main Park.

Motion by Council Member Ziemann and a second by Wagner to approve, with a friendly amendment the 12U Hickman Royals Baseball Coach Request to use City Owned Property for Hickman Mom's Game with Food Truck on June 28, 2024, with written approval before the event from Greg Hobza, if they are going to use outside food vendors and liability waivers signed by all participants. The following Council Members voted "YEA": Ziemann, Kulwicki, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 5-0.

The City Administrator presented and discussed Resolution 2024-06, Memorandum of Understanding as to a Plan for an Electric System Lease Agreement with Norris Public Power District. The agreement with redline edits was attached for Council Members review. With the Electrical Infrastructure of Wagon Train Heights Subdivision, the word projects were added to be more specific to the project we were advertising for bids, now reads as Wagon Train Heights Subdivision Project. If the city receives the grant for Wagon Train Heights Subdivision Project the city will move forward with completing the project, if the grant is not received Norris Public Power will complete the project with the material that the city has on hand. The map for the Wagon Train Heights Subdivision Project was amended not to include the entire subdivision. Residential commercial street lighting, south 68th Street and Hickman Road, and ball field lighting had significant changes. Per the Norris Public Power board request the city would have those decorative lighting, maintain, and replace those lights including poles. Norris would only recover electricity consumption from the streetlights. Per the subdivision regulation the developer is required to provide the streetlights in those subdivisions. Norris would repair only the lights on 68th Street and Hickman Road with the city having the inventory to do any of those repairs. The City Staff can safely get the repairs done for changing those lights but if they needed to do major repairs or get in the junction boxes they would have a qualified contractor there for those major repairs. The City Administrator stated that going forward in the future there is the ability to make amendments and project consultations with Norris Public Power with this lease agreement. Council Members directed the City Administrator to negotiate with Norris Public Power to include language that they will repair and maintain the streetlights per the original agreement. Also to remove the word discretion from the last paragraph in exhibit B and the completion of the Electrical Infrastructure of Wagon Train Heights Subdivision by Norris Public Power be complete by December of 2026.

Motion to table Resolution 2024-06 until the June 25, 2024 City Council Meeting by Council Member Ziemann and a second by Meese. The following Council Members voted "YEA": Ziemann, Kulwicki, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 5-0.

City Administrator's Report

The City Administrator the city's electrical infrastructure for Hickman Hills Apartments is currently out for bid and should be back within the next month. The city's insurance agent will contact torte claimant at 320 E. 1st Street with their final decision on that claim. Hickman Hay Days activities will be posted to the city website for 2024. The ADA park equipment has been delivered to the city and staff are waiting for confirmation of the installation date. The Terrace View park concept for pickleball/tennis courts is almost complete and will be presented at the City Council Meeting for review. Motion to approve the City Administrator's report made by Council Member Ziemann and a second by Noren. The following Council Members voted "YEA": Ziemann, Kulwicki, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 5-0.

Governing Body Comments and Correspondence

Mayor Goering presented that the City Office will be closed June 19, 2024, for Juneteenth. No action was taken.

Adjournment

Motion to adjourn the meeting at 7:53 PM by Council Member Ziemann and a second by Wagner. The following Council Members voted "YEA": Ziemann, Kulwicki, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 5-0.

Phil Goering, Mayor

Jaala Johnson, CMC, City Clerk

City Council Meeting June 25, 2024
Accounts Payable as of June 20, 2024

Vendor	Memo	Open Balance	Check No.
All Copy Products	INV # AR4404112 Monthly Printing Services	\$279.40	
All Roads Barricades, Inc.	Inv# 018525 - "No Motorized Vehicles on Trails/Sidewalks" Signage	\$1,951.20	
Anderson, Brady	Umpire Fees (1 Game)	\$60.00	
Anthony Fabela	2024 Umpire (4 Games)	\$160.00	
Bizco Technologies	Inv#820539R-AT - Proofpoint Agreement Email Monitoring	\$33.75	
Blue Edge Builders Inc.	New Builder Construction Refund 2023-118 (3 reinspection's)	\$350.00	
Brenna Behrends	2024 Umpire (4 Games)	\$160.00	
Capital City	Inv #53- Refuse and Recycling Monthly Service	\$126.80	
Commonwealth Electric Company	Inv # 76757- Chlorine Pump Tripping Repair WTP	\$225.00	
Crawford Plumbing Co.	Inv# 13137- Water Fountain & RO Tank Repair at Community Center	\$656.07	
D.C. Design & Build Inc.	New Builder Construction Refund 2023-116	\$500.00	
Denton Community Activities Committee	Umpire Fees Softball Tournament (14)	\$700.00	
Dostal Construction	Repair Zipline Cable, Frayed Cable	\$1,622.00	
Electronic Contracting Company	Inv# 58860- Community Center/City Replaced Electronic Door Magnets (4 Doors)	\$1,002.90	
Electronic Contracting Company	Inv# 58619- Community Center/City Hall Camera System Building Report Inspection	\$350.00	
Elwood, Shane	2024 Umpire (1 Game)	\$40.00	
Everett Larsen	2024 Umpire (2 games)	\$90.00	
Hawkins, Inc.	Invoice #6777133 Water Treatment Chemicals	\$1,297.89	
Hawkins, Inc.	Inv# 6784089 Chlorine Cylinder	\$10.00	
Hoffschneider Law, PC., LLO	Inv # 3880 - June 2024 Legal Monthly Service Agreement	\$4,696.20	
Huneke, Kathy	New Construction Deposit Refund 2023-140	\$500.00	
Integrated Controls	CO2 Sensor Wall Mount Heat Pump #9	\$284.14	
JEO Consulting Group, Inc.	Inv# 151587 Project No. R151232 Hickman Corridor Design Criteria Review - Heartland Animal Clinic	\$277.75	
Lancaster County Sheriff's Office	Inv# C3501- June Contractual Services	\$11,792.00	
Lancaster County Sheriff's Office	Inv# C3500- May 2024 Extra Duty	\$636.82	
Lincoln Winwater Works	Inv# 10239501 -Repair Waterline into WWTP (feeds into meter)	\$168.20	
Macke, Olivia	Umpire 2024 (2 Games)	\$90.00	
Marley Behrends	2024 Umpire (4 Games)	\$170.00	
Menard's	Inv# 34643 - Bench Vise (Small Tool) & Safety Glasses	\$112.99	
Midwest Laboratories, Inc.	Inv# 1187725- Testing & Bottles for Wastewater Testing	\$246.49	
Nebraska Public Health Environmental Lab	Inv # 578815 - Water Sampling Tests, Water Dept	\$63.00	
Norris Public Power	Acct# 2375 - Utilities - Waste Water Trmt Plant, Sewer Dept. Water Plant & Wells, Water Dept.	\$5,436.21	
Norris Public Power	Acct# 0214782 May2024 Wholesale	\$92,514.12	
Odeys Inc.	Inv#124912 - Rubber Double First Base W/ Anchors	\$379.90	
Odeys Inc.	Inv# 124819 - Striping Paint Machine Baseball Field Battery, Lid, Nozzle, Tip, Arm	\$247.01	
Oelke, Kelly	Mileage Reimbursement & Hotel Reimbursement Best Western Plus City Manager Annual Conference York NE 6.19-6.21.2024	\$351.74	
Olsson	Inv# 499900- Project # 023-07376 Buel Phase 3 Apt Complex Power Distribution	\$5,619.87	
Olsson	Inv# 500313- Project # 021-01497 WRRF Headworks & Final Clarifier	\$14,312.46	
One Call Concepts, Inc.	Inv# 4040150- May 2024 Diggers Hotline Notifications, Elec Dept.	\$72.90	
Owen Elwood	2024 Umpire (6 Games)	\$270.00	
Prairie Home Builders	New Construction Deposit Refund 2023-135	\$500.00	
SEND D	Inv# 2324-109-6 - Dues 70-01 Membership FY 2025	\$2,907.00	
Steinbach, Andrew	New Construction Deposit Return 2022-225 (2 re-inspections)	\$400.00	
Voice News	May Publications	\$196.11	
TOTAL		\$151,859.92	

**City Council Meeting June 25, 2024
Accounts Payable as of June 20, 2024**

Vendor	Memo	Payment	Check No
Ameritas Life Ins., Corp.	Employee Pension Plans	\$4,087.18	ACH
Hickman Area Economic Development	2024 Firework Stand Permits (6 Stands)	\$6,600.00	
ICMA Mission Square	Employee Retirement Contribution	\$646.22	EFTPS
IRS	Payroll Taxes City Staff	\$8,057.70	ACH
Nebraska Department of Revenue	Nebraska and Local Sales and Use Tax Return - May 2024	\$13,444.89	ACH
Nebraska Department of Revenue	Income Tax Withholding - May 2024	\$3,802.83	ACH
Payroll Distribution (Net Pay)	City Staff 614.2024	\$28,797.93	ACH
State of NE & Erin M McCartney	Employee Liabilities	\$721.85	ACH
UNUM	Employee Premiums July 2024	\$227.54	ACH
Windstream	Acct# xxxx9419 - Water Treatment Plant Phone Service	\$103.12	ACH
Windstream	Acct# xxxx2029 - City Office Phone & Internet	\$898.23	ACH
TOTAL		\$67,387.49	
TOTAL CLAIMS REPORT		\$219,247.41	

Reviewed and Approved on June 25, 2024

Mayor Phil Goering Council Member Ziemann

Council President Wagner Council Member Noren

Council Member Meese Council Member Borchart

Council Member Kulwicki

City of Hickman
Statement of Cash Bank Accounts
FY2023/2024

Account #	Account Name	March 2024	April 2024	May 2024
	Cash on Hand	\$200.00	\$200.00	\$200.00
...8760	General Fund Checking	\$838,606.26	\$1,537,473.24	\$1,417,972.79
...1586	Linear Park Fund	\$13,942.87	\$13,942.87	\$13,942.87
...7412	Reading-Tech & Historical Center	\$4,100.59	\$4,100.59	\$4,100.59
...4500	Arts Council	\$3,970.33	\$3,970.33	\$4,870.33
...2843	Keno Revenue	\$119,067.86	\$123,668.84	\$125,593.35
...7578	Electrical Reserve (Baylor Heights Reserve)	\$74,226.62	\$74,242.89	\$74,258.65
...0938	TIF Account	\$630.84	\$630.84	\$630.84
...0863	Parks & Recreation Activities	\$64,328.00	\$53,950.83	\$53,715.46
...7420	Debt Service Reserve (CURR Series 2018 Bond Reserve)	\$157,026.23	\$157,163.90	\$157,297.38
...7479	Sewer Reserve Acct	\$60,792.44	\$60,805.76	\$60,818.67
...2883	CUR Revenue Series 2018 (Terrace View Reserve)	\$278,721.21	\$279,085.30	\$279,438.48
...4664	Street Sinking Fund	\$30,918.48	\$30,919.84	\$30,921.15
...5333	Sales Tax Revenues	\$1,205,996.03	\$1,253,222.29	\$1,309,170.74
...0215	GO Water Revenue 2023	\$695,470.90	\$564,650.49	\$565,600.03
...5-201	GO Sewer Revenue 2023	\$3,223,889.60	\$2,922,052.84	\$3,008,904.39
	Total Funds Available	\$6,771,888.26	\$7,080,080.85	\$7,107,435.72
...7404	Hickman Area Economic Dev. Association	\$25,652.63	\$87,309.13 **	\$31,576.73
	Total HAEDA Funds Available	\$25,652.63	\$87,309.13 **	\$31,576.73

**Error, transfer needed to be in
Bank Account 8760
Was corrected on 5/2/2024
HAEDA balance is \$31,576.73

**CITY OF HICKMAN
BUDGET CASH REPORT
as of May 31, 2024**

Fiscal Year Completed:
67%

	May Receipts	May Expenditures	Expenditures to Date	Expenditures Budget	Budget Available	% of Budget Spent
GENERAL FUND	295,572.95	124,579.53	919,305.78	1,359,631.00	440,325.22	67.61%
STREET FUND	2,084.31	24,890.64	306,914.58	1,062,062.61	755,148.03	28.90%
WATER FUND	9,370.54	39,470.62	1,422,838.70	4,435,172.08	3,012,333.38	32.08%
ELECTRIC FUND	3,638.94	101,405.82	1,284,785.71	2,202,899.87	918,114.16	58.32%
SEWER FUND	18,731.13	208,618.30	1,903,644.10	4,840,037.81	2,936,393.71	39.33%
POLICE FUND	0.00	12,692.69	100,680.54	142,500.00	41,819.46	70.65%
PARK FUND	7,695.00	14,025.32	77,428.35	443,590.33	366,161.98	17.45%
					0.00	
TOTAL FUNDS	337,092.87	525,682.92	6,015,597.76	14,485,893.70	8,470,295.94	41.53%

	Principal Balances as of 10/01/23	May Expenditures	Loan Payments Budget Year	Expenditures Budget	Budget Available	% of Budget Spent
DEBT SERVICE						
2017 SEWER GO REFI	1,095,000.00	3,558.75	228,865.00	232,423.75	0.00	98.47%
2021 WATER GO REFI	1,125,000.00	4,378.75	144,423.75	148,802.50	0.00	97.06%
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		84,665.00	84,665.00	0.00	100.00%
2023 GO WATER	1,545,000.00		115,534.50	115,534.50	0.00	100.00%
2023 GO SEWER	2,580,000.00		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	11,643,015.36	7,937.50	828,204.12	1,173,064.81	336,923.19	
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	Sales Tax Paid 4/20/2024	MONTHLY BILLING	REVENUE TO DATE	% of Budget Met	REVENUE BUDGET
ELECTRIC		122,193.97	1,111,687.81	63.61%	
WASTEWATER		69,804.48	555,032.44	67.20%	
WATER		58,414.81	400,475.19	56.94%	
MISC (ie: SERVICE CALL, RETURNED CHECK FEE)		190.00	1,910.38	-	
TOTAL UTILITIES		250,603.26	2,069,105.82	63.14%	
	<u>May 1 2024</u>	<u>Monthly In/Out</u>	<u>May 31/2024</u>		
CUSTOMER DEPOSITS	94,798.26	900.00	95,698.26		



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



OATH

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

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

Signature

Subscribed in my presence and sworn to before me this ___ day of _____, _____.

Notary Public

My Commission Expires: _____



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



OATH

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

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

Signature

Subscribed in my presence and sworn to before me this ____ day of _____, _____.

Notary Public

My Commission Expires: _____

Public Work & Parks Department Report

June 2024

Public Works

- 811 Locate Tickets
- Mowing

Water & Wastewater

- Installed meters for new construction building permits
- Routine sampling
- Sewer call out to 320 E1st on 6-12-24. there was no major blockage in our line. After looking at video footage we decided an emergency repair needed to be done to avoid a blockage in the future. Johnson Services put a patch on a section of pipe that had a hole in it.

Electric

- We had an outage on June 16th at 5:50 am. Effecting the residents on the East side of Main Street and West side of Locust from 4th to Hickman Road. Had fault isolated and power restored in 3.5 hrs.
- Set temp power for fireworks tents.
- Installed new meters
- I have/had premier power coming in to work on streetlights
- Schmader is working on Hickman Hills electric

Streets

- Spent a couple days picking up branches from a storm.
- Knocked down the vegetation in the liner and sprayed with an aquatic safe vegetation killer.
- Sprayed vegetation growing in cracks in streets.

Parks

- Had some maintenance done to the skate park so it could host a professional skate group.
- Cleaned up a brush pile along the trail.
- The ballfields have hosted a couple tournaments and have had lots of activity in the park this month.
- Cleaned out a lot of dead branches out of trees in main park and on trail. There are more to do but go a good start.

OPEN CODE VIOLATIONS REPORT

NEW VIOLATIONS

Updated June 20, 2024

Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
Hickman Road	motorcycles revving engines and driving fast	5/29/2024	Sheriff Deputy	6/7/2024	action complete	City asked the Deputy to patrol. No further complaints received.
218 Locust Street	tall weeds, litter, junk, and unlicensed	6/7/2024	Property Owner and Tenant	7/8/2024	in process	Complaint received regarding tall weeds, litter, junk, and unlicensed vehicle on the property. Certified letter sent to the property owner and tenant regarding the violations of municipal code. The tenant called and committed to cleaning up the property.
Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
City-wide Mowing	weeds taller than 10 inches	5/23/2024	Property Owner	5/30/2024	in process	Weeds taller than 10 inches on commercial and residential property. City Staff has been contacting owners.
7000 Hickman Rd	dead trees, litter and debris	10/17/2023	Property Owner	6/1/2024	in process	Debris has accumulated on the front porch of the property. Trees continue to be cutdown but are lying were they are placed. Called property owner and reminded them of the Hickman cleanup days July 8 and 9. Will continue to work with the property owner for cleanup.
6880 Hickman Rd	dead trees, litter and debris	10/17/2023	Property Owner	6/1/2024	action complete	Property owner cleanup complete.



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



June 14, 2024

CERTIFIED LETTER

Mr. Michael Shea
15600 Stagecoach Road
Hickman, NE 68317

Mr. Kevin Buis d.b.a. Climatech Heating & Air Conditioning
15900 S. 64th Street
Roca, NE 68430

Dear Mr. Shea and Mr. Buis,

The City phoned Mr. Buis, the tenant, on June 7, 2024, regarding the state of the property and he stated he would take care of it the next day, June 8, 2024. Seeing no progress seven days later for the tall weeds and litter including unlicensed vehicles located on property generally at 218 Locust Street and legally described as Hickman, Block 19, Lots 7, W'90 & Lot 8 W'90, the City will proceed with the nuisance abatement procedure.

Ordinance 2014-07 City of Hickman Municipal Code Chapter 3 Misdemeanors, Article 5 Nuisances states:

SECTION 3-501: WEEDS AND GRASSES, JUNK, LITTER; DEFINITIONS

B. The term "litter" shall include, but not be limited to:

- 1. Trash, rubbish, refuse, garbage, paper, rags and ashes;*
- 2. Wood, plaster, cement, brick or stone building rubble;*
- 3. Offal and dead animals;*
- 4. Any machine, vehicle, or parts of a machine or vehicle which have lost their identity, character, utility or serviceability as such through deterioration, dismantling or the ravages of time, are inoperative or unable to perform their intended functions, or are cast off, discarded or thrown away or left as waste, wreckage or junk;*
- 5. Any motor vehicle without a current license and not housed in a storage or other building.*
- 6. Any wood or tree limbs not cut and stacked in neat rows on an area not exceeding 10 feet by 16 feet.*

SECTION 3-502: WEEDS OR GRASSES; PUBLIC NUISANCE

A. It is hereby declared to be a public nuisance to permit grasses to grow in excess of 10 inches or to permit weeds of any height to be grown on any property within the corporate limits of the City.

SECTION 3-503: LITTER; PUBLIC NUISANCE

It is hereby declared to be a public nuisance to permit the accumulation of litter on any property within the corporate limits of the City.

Please remove the weeds and grasses, junk, litter, and unlicensed motor vehicles from the property; insure all remaining licensed vehicles are operable, to be compliant with the above stated municipal codes by:

Monday, July 8, 2024 @ 9:00 AM

Failure to comply will result in the public nuisance items being removed or remediated and the cost to do so being assessed to the property owner. If you have any questions, please call the Hickman City office at 402-792-2212.

For the City,

Heidi Hoglund, Zoning Enforcement Officer

Cc: City Administrator, Mayor and City Council

Enclosure

ORDINANCE NO. 2014-07

AN ORDINANCE TO AMEND CHAPTER 3, ARTICLE 5 – NUISANCES OF THE MUNICIPAL CODE OF HICKMAN, NEBRASKA PER NEBRASKA REVISED STATUTE 17-563 (LAWS 2013, LB643, § 2); TO REPEAL THE ORIGINAL CHAPTER 3, ARTICLE 5 – NUISANCES OF THE MUNICIPAL CODE OF HICKMAN, NEBRASKA; TO PROVIDE FOR THE EFFECTIVE DATE HEREOF; AND, ORDER THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MEMBERS OF THE GOVERNING BODY OF THE CITY OF HICKMAN, NEBRASKA:

Section 1. Chapter 3, Article 5 – Nuisances, of the Hickman Municipal Code shall be amended to read as follows:

Article 5 – Nuisances

SECTION 3-501: WEEDS AND GRASSES, JUNK, LITTER; DEFINITIONS

A. The terms "weeds, grasses or worthless vegetation" shall mean any weed or grass growth of more than 10 inches in height. Weeds shall include, but not be limited to, bindweed, puncture vine, leafy spurge, Canada thistle, perennial peppergrass, Russian knapweed, Johnson grass, nodding or musk thistle, quack grass, perennial sow thistle, horse nettle, bull thistle, buckthorn, hemp plant and ragweed.

B. The term "litter" shall include, but not be limited to:

1. Trash, rubbish, refuse, garbage, paper, rags and ashes;
2. Wood, plaster, cement, brick or stone building rubble;
3. Offal and dead animals;
4. Any machine, vehicle, or parts of a machine or vehicle which have lost their identity, character, utility or serviceability as such through deterioration, dismantling or the ravages of time, are inoperative or unable to perform their intended functions, or are cast off, discarded or thrown away or left as waste, wreckage or junk;
5. Any motor vehicle without a current license and not housed in a storage or other building; and,
6. Any wood or tree limbs not cut and stacked in neat rows on an area not exceeding 10 feet by 16 feet.

SECTION 3-502: WEEDS OR GRASSES; PUBLIC NUISANCE

A. It is hereby declared to be a public nuisance to permit weeds, grasses, or worthless vegetation to grow in excess of 10 inches on any property within the corporate limits of the City.

SECTION 3-503: LITTER; PUBLIC NUISANCE

It is hereby declared to be a public nuisance to permit the accumulation of litter on any property within the corporate limits of the City.

SECTION 3-504: NOTICE OF NONCOMPLIANCE

Whenever the City Administrator determines that any grass in excess of 10 inches or weeds of any height are growing on property within the City, or litter is found on any property, the designated code enforcement officer shall cause notice to be served upon the owner of the property on which grass, weeds or litter is located, and further upon the occupant thereof, by first-class mail that is conspicuously marked as to its importance and by placing a sign on the property that states the nature of the nuisance(s), date of posting, and that the City will abate/remove the nuisance(s) within five days at the owners cost, if unresolved.

SECTION 3-505: FAILURE TO CORRECT; FINE

In the event that the owner or occupant of said premises fails to correct and eliminate said nuisance pursuant to the notice to correct, he/she shall be guilty of a misdemeanor and fined in a sum of not more than \$500.00. Each day's violation after the expiration of the five days' notice shall be a separate offense.

SECTION 3-506: COST ASSESSED TO PROPERTY

In addition to filing a complaint for violation of this article, the City may cause the work to be done to abate the nuisance and assess the cost of the same against the property. In this event, however, the City shall comply with the notice and hearing requirements set forth in Sections 3-512, 3-513 and 3-514 set forth hereafter.

SECTION 3-507: DANGEROUS BUILDINGS; DEFINITIONS

Any buildings or structures which have any or all of the following defects are hereby declared to be unsafe or dangerous buildings or structures and a public nuisance:

- A. Those having walls or other vertical structural members that list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base;
- B. Those showing 33% or more of damage or deterioration of the supporting member or members, exclusive of the foundation;
- C. Those with improperly distributed loads upon floors or roofs or in which the same are overloaded or which have insufficient strength to be reasonably safe for the purpose used;
- D. Those damaged by fire, wind, or other causes so as to have become dangerous to life, safety or the general health and welfare of the occupants of the people of the City;
- E. Those which have become dilapidated, decayed, unsafe, unsanitary, or which so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation or are likely to cause sickness or disease, so as to work injury to the health, morals, safety, or general welfare of those living therein;
- F. Those having light, air and sanitation facilities which are inadequate to protect the health, safety, or general welfare of human beings who live or may live therein;
- G. Those having inadequate facilities for egress in the case of fire or panic, or those having insufficient stairways, elevators, fire escapes, or other means of communication;

H. Those having parts thereof which are so attached that they may fall and injure persons or property;

I. Those that are unsafe, unsanitary, or dangerous to the health, safety, or general welfare of the people of the City because of their condition;

J. Those having been inspected by the County Health Department or a professional engineer appointed by the City which are, after inspection, deemed to be in violation of any provision of the Health Department rules and regulations or which are structurally unsafe or unsound as found by the inspection of the professional engineer;

K. Those existing in violation of any provision of this article, any provision of the Fire Prevention Code, any provision of the county health rules and regulations or other applicable provisions of the ordinances of the City, including but not limited to the building code adopted by the City.

SECTION 3-508: DANGEROUS BUILDINGS; STANDARDS

The following standards shall be followed in substance in determining whether the structure or building should be repaired, vacated, or demolished:

A. If the unsafe or dangerous building or structure can reasonably be repaired so that it will no longer exist in violation of any of the terms or provisions of this article, it shall be ordered to be repaired.

B. If the unsafe or dangerous building is in such condition as to make it dangerous to the health, morals, safety, or general welfare of its occupants, it shall be ordered to be vacated.

C. In any case where an unsafe or dangerous building or structure cannot be repaired so that it will no longer exist in violation of the terms or provisions of this article, it shall be demolished. In all cases where the unsafe or dangerous building is a fire hazard existing or erected in violation of the applicable fire codes and regulations, or any other provision of an ordinance of this city or statute of the state, it shall be demolished.

SECTION 3-509: DANGEROUS BUILDINGS; PUBLIC NUISANCE

All unsafe or dangerous buildings or structures within the terms of this article are hereby declared to be nuisances and shall be repaired, vacated, or demolished as provided herein.

SECTION 3-510: BUILDING INSPECTOR

The building inspector, his/her authorized representatives, a general building contractor, county health official, or professional engineer shall, at the direction of the City Council:

A. Inspect any building, wall, or structure about which complaints are filed by any person to the effect that a building, wall, or structure is or may be existing in a dangerous or unsafe manner;

B. Inspect any building or structure within the jurisdictional area of the City for the purpose of determining whether any conditions exist which render such place a dangerous or unsafe building or structure within the terms of this article;

C. Report to the City Council the results of the inspection;

D. Appear at all hearings and testify as to the condition of the unsafe or dangerous building or structure.

SECTION 3-511: DANGEROUS BUILDINGS; PROCEDURE

If the building inspector or his/her representatives, a general building contractor, the county health official or a professional engineer designated by the City Council finds that a building or structure is unsafe or dangerous and a nuisance, the Council shall:

A. Notify the owner, occupant, lessee, mortgagee, agent or other persons having an interest in the building or structure that it has been found to be an unsafe or dangerous building. The notice will indicate whether the owner must vacate, repair or demolish the building or structure.

B. Set forth in the notice a description of the building or structure deemed unsafe or dangerous, accompanied by a statement of the particulars which make the building or structure unsafe or dangerous and an order requiring the same to be put in such condition as to comply with the terms of this article within such length of time, not exceeding 30 days, as is reasonable.

C. Direct the building inspector, or other designated official, to place a sign on the building or structure found to be unsafe or dangerous on its exterior near the main entrance which shall state that the building or structure is unsafe or dangerous for occupancy and use.

SECTION 3-512: FAILURE TO COMPLY

In case any owner, occupant, lessee, mortgagee, agent or other person having an interest in the property, building or structure shall fail, neglect, or refuse to comply with the notice by or on behalf of the City to repair, rehabilitate or demolish and remove a building or structure which is unsafe or dangerous and a public nuisance, or shall fail to comply with the notice to abate grasses, weeds or litter, the City may proceed with the work specified in the notice to the property owner. A statement of the cost of such work shall be transmitted to the City Clerk, which is authorized to levy the cost as a special assessment against the property. Such special assessment shall be a lien on the real estate and shall be collected in the manner provided for special assessments under Nebraska statutes. In addition, the City may bring a civil action against the offending party to recover the cost of the work.

SECTION 3-513: DISPUTES

A. In the event that the owner, occupant, lessee, mortgagee, agent or other person having an interest in the building or structure determined dangerous, disagrees with or disputes the information contained in the notice to abate, such person shall notify the city clerk with a written statement that sets forth the reasons for the disagreement or dispute and the relief requested. This written request shall be made within 5 days of notice. If written notice is received by the city clerk within 5 days, a hearing shall be held before the City Council, within 14 days, at a regularly scheduled Council meeting. The clerk shall notify the person requesting the hearing, in writing, of the time, place, and date of the scheduled meeting and shall place the name of the person on the agenda of such meeting.

B. The hearing before the City Council shall be informal and not governed by the Nebraska Rules of Evidence. Such hearing shall be quasi-judicial in nature and its decision shall be based on the evidence presented at the hearing. The person requesting the hearing may be

represented by legal counsel or other representative, may present witnesses and offer evidence, and may examine and copy, at his/her own expense, and not less than three business days before the hearing, the records of the City regarding the inspection and notice. The City Council need not make a written finding of fact and may make its pronouncement orally at the hearing. The decision of the City Council shall be final unless appealed. Failure of the person to attend the hearing shall relieve the City Council of any further procedures before action is taken as set forth in a notice.

SECTION 3-514: APPEAL

Any person aggrieved by the decision of the City Council may appeal the decision to the District Court of Lancaster County. This appeal shall and must be taken within 30 days of the pronouncement of the Council's decision. The record and evidence made before the City Council shall become the record for purposes of appeal. All appeals shall be made on the record and not a trial de novo.

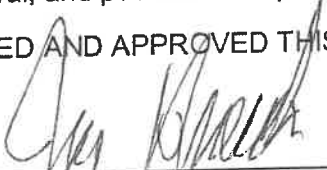
SECTION 3-515: IMMEDIATE HAZARD

In the event the building constitutes an immediate hazard to the life or safety of any persons and must be demolished to protect their health or safety, the building inspector or a professional engineer designated by the City Council shall report such facts to the Council, who shall follow the procedures set forth in state statutes. The City, by and through the City Council, may immediately contract for the immediate demolition of the unsafe or dangerous building without requiring bids. The cost of such emergency vacation and demolition of unsafe or dangerous buildings or structures shall be levied, equalized, and assessed, as are other special assessments.

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

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

PASSED AND APPROVED THIS 22nd day of April, 2014.



Jim Hrouda, Mayor City of Hickman

ATTEST: 

Kelly M. Oelke, City Clerk





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 June 20 th , 2024 - 11:30 AM
PROJECT #:	021-01497

- **Approval of Previous Meeting Minutes**
 - Progress Meeting Minutes May 24th, 2024

- **Shop Drawing Status Report**
 - Submittals Reviewed:
 - A total of 72 have been submitted so far.

 - Submittals Returned for Correction, in the Past Month:

 - Submittals Approved, in the Past Month:
 - Precast Capstone Color Choice
 - Roofing Warranty on awning

 - Submittals Currently in for Review:
 - 07 41 00 Roofing Materials
 - Any critical/short fuse items upcoming?
 - Seeding

Contractor's Schedule Status Report

- Review of Work Progress since the last meeting:
 - EFCO Forms for vertical walls on headworks building arrived.
 - Prep work off site.
 - Final Clarifier Equipment arrived.
- Anticipated Progress During Next Work Period
 - Vertical building walls headworks
 - Headworks roof structure
 - Crane for setting equipment arriving.
- Items Which May Impede Planned Progress
- Other Progress Discussion Items
 - Electrical near existing clarifier was marked.
 - Opportunity to inspect existing clarifier equipment when basin is drained for painting.

RFIs, RFPs, CPRs, Change Orders, etc.

- Field Orders – This Period
- RFIs – Active This Period
 - RFI 18 – Telescoping Valve Mounting
 - RFI 20 – Signage, Olsson comparing to existing lettering dimensions.
 - Looked at lettering on site today, Tony to put together costs for 6-inch and 8-inch tall letters.
- CPRs
 - CPR 12 – Telescoping Valve Cone, \$2,386.86
 - Future CPRs/COs to include the detailed breakdown as previously discussed.
- WCDs - This Period
- Change Orders – This Period
 - CO 06 Site Piping Changes, CO 07 Discharge Chute Closure, CO 08 Infrared Heater Size Increase Approved.
- **Pay Applications**
 - Pay Application 7 sent to City, will be on June 25th Council Agenda, Olsson attending.
- **Next Progress Meeting**
 - Thursday, July 18th, 2024 @ 11:30 AM

ELECTRIC SYSTEM LEASE

between

NORRIS PUBLIC POWER DISTRICT

and

CITY OF HICKMAN

Effective: October 1, 2024

ELECTRIC SYSTEM LEASE

THIS AGREEMENT made and entered into by and between Norris Public Power District, a political subdivision of the State of Nebraska, hereafter referred to as “the District,” and the City of Hickman, located in Lancaster County, Nebraska, hereafter referred to as “the City”.

WITNESSETH:

WHEREAS, an Electric System Lease Agreement will provide a complete description of the relationship between the District and the City of Hickman, Nebraska, and,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

INTRODUCTORY, the following provisions are agreed to by the parties and supersede, substitute and replace the provisions of other agreements.

Article 1 - Term and Effective Date. The term of this lease shall commence on October 1, 2024 and shall continue to September 30, 2044 and thereafter from year to year unless terminated on an anniversary thereof with at least five (5) years’ prior written notice given by either party, which notice can be given at any time on and after October 1, 2039.

Article 2 - Electric Facilities Owned by City. The District agrees that the City owns all electric distribution facilities and customers within the corporate City limits and Electric System boundary as of the date of execution of this Agreement, with the exception of the District’s facilities described in Exhibit A.

The City shall have an ongoing responsibility to update Exhibit A when and to the extent the City boundaries are modified. Upon any modification of the City boundaries, the City shall promptly notify the District.

Article 3 - Lease. During the term of this Lease, the City hereby leases and delivers possession of its Electric System to the District. The Electric System shall constitute an addition to the District’s electric system.

The term “Electric System” shall, for the purposes of this Agreement mean the electric distribution facilities consisting of wires, poles and appurtenant fixtures, underground cable and appurtenances, meters, services, distribution transformers, and street lighting owned by the City as of the effective date of this Agreement and additions made by the District thereafter. The facilities which comprise the Electric System are within the City Electric System Service Area Boundary as identified in Exhibit A. City and District responsibilities for street lighting procurement, inventory, storage, repairs, maintenance, and new installations are detailed in Exhibit B. The City’s responsibility for electric infrastructure replacement and upgrades for the Wagon Train Heights subdivision are detailed in Exhibit B.

Article 4 - Use, Rates and Lease Fee. The District shall operate the Electric System as an integrated part of its electric system and the Directors of the District shall fix rates and other terms and conditions as provided in Chapter 70, Article 6, of the revised statutes of Nebraska. The City shall be billed on District rates which are applicable to other Cities of similar size served by the District.

A lease fee of ten percent (10%) of gross revenues will be added to all customer accounts within the City's Electric System Service Area Boundary, who are served by City owned distribution facilities before application of a fuel and production cost adjustment. The City shall retain the right to change the lease fee percentage on an annual basis. However, the City must provide the District with not less than 90 days' notice of any change in the lease fee.

Article 5 - Payment. The parties agree that the lease fees, net of accounting for write-offs and bad debts, collected from customers purchasing electricity specified in Article 4 will be returned by the District to the City quarterly, with the payment for each quarter being made on or before March 1, June 1, September 1 and December 1 of each year.

Article 6 - Maintenance and Construction. The District shall maintain the Electric System and construct any additions necessary for service to the extent such additions are within the established policies of the District. Any materials removed in connection with maintenance or construction shall be deemed salvage material and shall become the property of the District.

Article 7 - Surrender of Electric System. Upon termination of this lease, the District shall surrender the Electric System as defined in Article 3 and any additions thereto within the area of the Electric System boundary to the City in as good condition as it now is with reasonable wear and tear accepted. Materials, supplies, tools, and transportation equipment purchased by the District shall not become part of the Electric System. Upon surrender of the Electric System to the City, the City shall pay to the District the cost of capital improvements made to the Electric System by the District less depreciation.

Article 8 - Taxes. The District shall make payments of gross revenue taxes, county and sales taxes to the City, County and State as may be required by law from time to time.

Article 9 - Insurance. Except for negligence of the employees or agents of the City, the District agrees that the City shall not be liable for loss or damage to the Electric System or for expenses incidental to such loss or damage. It is further agreed that the District, in its sole discretion, shall decide whether or not to insure the Electric System against physical damage. The District agrees at all times during the existence of this Lease to maintain insurance in force with a company authorized to issue insurance by the State of Nebraska, general liability insurance on the same terms and conditions presently in existence throughout the District.

Article 10 - Continuity of Service. The District shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy, but if such power shall fail or be interrupted or become defective through an act of God, weather, supply shortages, blackouts, the public enemy, accident, strikes, labor troubles, action of the elements, inability to secure right-of-way, other permits needed, or for any other cause, the District shall be under no duty to give notice to the City prior to such failure or interruption and shall not be liable therefore.

Article 11 - Access. The District shall have the right of ingress and egress on the property of the City for the purpose of construction, operating and maintaining its lines, including the right to cut, trim or remove trees, shrubberies, and other obstacles to the extent necessary to protect the lines or facilities operated by the District.

This agreement shall be binding upon and inure to the benefit of the successors, legal representative and assigns of the parties hereto.

In witness whereof, the parties have caused this instrument to be executed in duplicate by the respective proper officers thereunto duly authorized on ____ day of _____, 20__.

City of Hickman, NEBRASKA

By _____
Chairman

Date _____

ATTEST:

City Clerk

NORRIS PUBLIC POWER DISTRICT

By _____
General Manager & CEO

Date _____

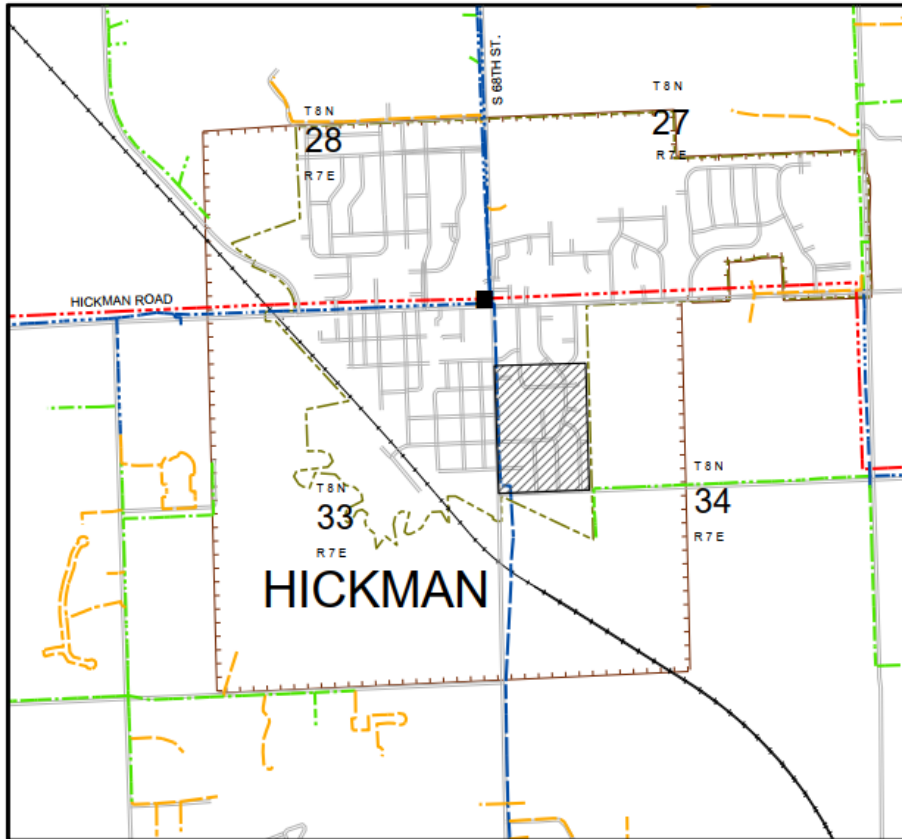
ATTEST:










Board Secretary

Attachments:

- EXHIBIT A – Distribution System Boundary Map
- EXHIBIT B – Street Lighting and Wagon Train Heights Subdivision Responsibilities

ELECTRIC SYSTEM LEASE
EXHIBIT A
DISTRIBUTION SYSTEM BOUNDARY MAP



-  Wagon Train Heights Subdivision Project
-  Norris 34.5 kV Substation
-  Service Area Boundary
-  Corporate Limit Boundary
-  Norris 34.5 kV Overhead Subtransmission Line
-  Norris 7.2 kV Single Phase Overhead Distribution Line
-  Norris 12.5 kV Three Phase Overhead Distribution Line
-  Norris 7.2 kV Single Phase Underground Distribution Line
-  Norris 12.5 kV Three Phase Underground Distribution Line

ELECTRIC SYSTEM LEASE
EXHIBIT B
STREET LIGHTING AND WAGON TRAIN HEIGHTS
SUBDIVISION RESPONSIBILITIES

Residential and Commercial Street Lighting. The City shall procure and maintain adequate inventory of decorative poles, foundations, anchor bolts, secondary connectors, light fixtures, light bulbs, photo eyes, lighting relays, underground conduit, and conductor at the City's cost for City-owned decorative lighting, including downtown, along trails, and in commercial and residential areas. City-owned residential lighting commonly seen throughout the residential areas is considered decorative lighting. Lighting structures other than standard utility wooden poles are considered decorative. The City shall install new decorative street lighting, and maintain and replace existing decorative street lighting, including decorative poles, on pole foundations installed by the City when applicable, light fixtures, light bulbs, photo eyes, lighting relays, and purchase and install underground conduit and conductor at the City's cost. The District shall recover electricity consumption costs for unmetered street lighting from the City through a billing rate it develops per streetlight per month based on cost of service.

South 68th Street and Hickman Road Street Lighting. The City shall procure and maintain adequate inventory of wood or steel poles, foundations, anchor bolts, secondary connectors, light fixtures, light bulbs, underground conduit, and conductor at the City's cost for street lighting along South 68th Street and Hickman Road. The City shall be responsible for installation of new and replacement foundations, anchor bolts, secondary connectors, underground conduit and conductor at the City's cost. The types of poles, light fixtures, and light bulbs will be determined at the City's discretion and based on industry standards for highway or main thoroughfare lighting. The District shall be responsible for setting new or replacement poles and maintenance of light fixtures and light bulbs at the District's costs. The District shall recover electricity consumption costs for unmetered street lighting from the City through a billing rate it develops per streetlight per month based on cost of service.

Ball Field Lighting. The City shall procure and maintain adequate inventory of lighting poles, foundations, anchor bolts, light fixtures, light bulbs, underground conduit, and conductor at the City's cost for City-owned ball field lighting. The City shall be responsible for the installation of light fixtures, underground conduit, and conductor. Norris shall inspect, install, and replace poles, on pole foundations installed by the City when applicable, and replace light bulbs at the District's cost. Norris shall install metering to bill the City monthly for ball field lighting electricity consumption.

Wagon Train Heights Subdivision Project. The City shall be responsible for all costs associated with the replacement and upgrade of the electric infrastructure, including all City-owned underground conduit, conductor, pad-mounted enclosures, connections, switches, fuses, and other items similar in nature for the Wagon Train Heights Subdivision Project located in the southeastern portion of the City as shown on the map in Exhibit A. Contractor quotes were received by the City for the electric infrastructure upgrade which were considered in preparation of the City's application for a Nebraska Department of Environment & Energy (NDEE) Grid

Resiliency matching grant with funds to be applied against the City's cost. The completion of the electric infrastructure upgrade by the City shall be done no later than December 31, 2025.

If the NDEE Grid Resiliency matching grant is not awarded to the City, the District, ~~at its discretion~~, shall be responsible for the labor, truck, and equipment costs for the replacement and upgrade of the electric infrastructure for the Wagon Train Heights Subdivision Project. The City shall be responsible for costs for procuring, receiving, and storing all materials, including underground conduit, conductor, pad-mounted enclosures, connections, switches, fuses, other items similar in nature for the Wagon Train Heights Subdivision Project.

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RESOLUTION 2024-06
MEMORANDUM OF UNDERSTANDING AS TO A PLAN OF AN ELECTRIC SYSTEM
LEASE AGREEMENT

THIS AGREEMENT made by and between **NORRIS PUBLIC POWER DISTRICT**, a political subdivision of the State of Nebraska, (“NORRIS”) and **CITY OF HICKMAN, NEBRASKA**, (“CITY”).

RECITALS

WHEREAS, NORRIS is organized and authorized to own and operate an electric distribution system, together with all required distribution and transmission lines necessary to provide electrical energy to its customers; and

WHEREAS, the CITY is organized and authorized to own and operate an electric distribution system, together with all required distribution lines necessary to provide electrical energy to its customers; and

WHEREAS, the customers of the CITY are located adjacent to the NORRIS service territory; and

WHEREAS, the CITY has examined its methods of doing business and determined that An Electric System Lease Agreement with NORRIS will best serve the interests of the customers and rate payers; and

NOW, THEREFORE, in mutual consideration of the following covenants and agreements, the CITY and NORRIS adopt the following Memorandum of Understanding:

PLAN OF AN ELECTRIC SYSTEM LEASE AGREEMENT

IF THE RESOLUTION TO APPROVE THE ELECTRIC SYSTEM LEASE AGREEMENT AND TERMINATE THE WHOLESALE POWER AGREEMENT IS APPROVED BY BOTH THE NORRIS BOARD OF DIRECTORS AND THE HICKMAN CITY COUNCIL, THE FOLLOWING PROVISIONS WILL GOVERN THE TRANSACTION:

1. The Electric System Lease Agreement will be effective October 1, 2024 (the "Effective Date").
2. The CITY assumes all risk of loss, destruction or damage of the electric system due to weather, fire or other casualty prior to the Effective Date.
3. The CITY will perform all maintenance and required additions and upgrades to the electric system according to existing City Ordinances, specifications, and practices prior to the Effective Date at the CITY's cost.
4. NORRIS assumes all risk of loss, destruction, or damage of the electric system due to weather, fire or other casualty on or after the Effective Date.
5. NORRIS will perform all maintenance and required upgrades to the system on and after the Effective Date at NORRIS' cost as provided in NORRIS Service Regulations.
6. CITY shall be responsible for completion and all costs associated with the replacement and upgrade of the electric infrastructure for the Wagon Train Heights Subdivision Project, unless the Nebraska Department of Environment & Energy Grid Resiliency matching grant is not awarded to the CITY, in which case, NORRIS is responsible for installation costs and the CITY is responsible for materials and procurement costs, as detailed in Exhibit B of the Electric System Lease Agreement.

7. NORRIS will provide customer service personnel in the CITY Office on a temporary basis to assist City customers with the transition to NORRIS as their electric provider.

8. NORRIS will develop a rate transition plan with a rate consultant to convert CITY industrial electric rates to NORRIS electric rates within a five-year time period as allowed in Nebraska state statute 70-655 with all CITY industrial services being on the applicable NORRIS rate schedules by January 1, 2029.

9. CITY residential and general services customers will be included on the applicable NORRIS rate schedule on the Effective Date. City-owned electric services and City-owned street lighting will be included on the applicable Norris rate schedule on the Effective Date.

10. NORRIS will procure Advanced Metering Infrastructure (AMI) meters and related equipment and intends to install the AMI meters on or thereabouts the Effective Date and install the related equipment prior to the Effective Date. If the AMI meters and related equipment are not available for installation by the Effective Date, the City will read meters and submit meter readings on the first day of each month until NORRIS receives and coordinates the installation of the AMI meters and related equipment with the City.

11. NORRIS will return CITY owned meters to CITY as AMI meter exchanges are completed. CITY is responsible for sale or disposal of the meters.

12. NORRIS intends to bill for electric service on or around the sixth of each month with such billings being due on the twenty-third of each month for calendar month usage. NORRIS reserves the right to change the bill and due dates at its discretion in the future.

13. CITY will continue to bill for water, sewer, and other municipal services.

14. NORRIS will not initially require a deposit for electric services that are transferred to NORRIS on the Effective Date. NORRIS will follow its Service Regulations for

determining deposit requirements for new or transferred electric services after the Effective Date.

15. CITY will be responsible for collecting the outstanding electric accounts receivable balances that are billed by the CITY and is responsible for determining the return of unused electric account deposits to customers.

16. CITY will determine electric physical inventory and supplies that are available for sale to NORRIS after the Effective Date. CITY and NORRIS will perform a physical inventory and reach an agreement in good faith for NORRIS to purchase from the CITY, except the CITY is responsible for material costs required to complete the Wagon Train Heights Subdivision Project, as detailed in Exhibit B of the Electric System Lease Agreement.

17. CITY will provide NORRIS electric service account information by June 1, 2024, and authorizes NORRIS to begin mapping with the assistance of the CITY and its engineering firm, taking inventory of the electric system, testing transformers for PCB's as necessary, labeling electric infrastructure, installing AMI infrastructure, and performing other similar tasks prior to the Effective Date.

18. CITY will provide electric easements to NORRIS upon request.

19. CITY and NORRIS agree to follow the provisions and responsibilities for Residential and Commercial Street Lighting, South 68th Street and Hickman Road Street Lighting, and Ball Field Lighting as detailed in Exhibit B of the Electric System Lease Agreement.

20. NORRIS will be responsible for and install the appropriate meter socket for unmetered CITY owned electric services, at the NORRIS' cost, prior to the Effective Date.

21. NORRIS will provide right-of-way clearing after the Effective Date for trees, brush, and shrubs that interfere with CITY electric facilities as determined by NORRIS.

22. NORRIS is responsible for providing locating services within the CITY's

electric service area, except for locating services required for underground conductor serving the CITY's streetlights. NORRIS will consider the CITY's offer to provide and bill NORRIS for locating services with an arrangement to be documented in a separate agreement.

23. NORRIS intends to provide public communication about the transition from the CITY to NORRIS as the community's electric service provider through a joint letter from the NORRIS General Manager and the CITY Mayor and/or CITY Administrator, with a Welcome to Norris publication, a featured article in the NORRIS Electric News Magazine, and with an open house.

Dated: June ___, 2024.

NORRIS PUBLIC POWER DISTRICT

By _____
Board President

ATTEST:

Board Secretary

Dated: June ___, 2024.

CITY OF HICKMAN

By _____
Mayor

ATTEST:

City Administrator

MASTER AGREEMENT WORK ORDER

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

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Hickman, Lancaster County, Nebraska

Project Description: Categorical Exclusion as it pertains to the National Environmental Policy Act (NEPA) of 1969 and subject to the Federal Highway Administration (FHWA) Recreational Trails Program (RTP).

SCOPE OF SERVICES

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

NEPA Categorical Exclusion for Federal Aid Recreational Trail Projects

Phase 100 – Categorical Exclusion

Olsson will complete the Environmental Review documentation required for the Categorical Exclusion, subject to the Federal Highway Administration (FHWA) Recreational Trails Program (RTP). This documentation will include the Project and funding information, a review of resources for compliance with NEPA, including:

- a. Air quality
- b. Noise
- c. Section 6(f)
- d. Section 4(f)
- e. Cultural Resources
- f. Farmland Protection
- g. Environmental Justice
- h. Threatened and Endangered Species
- i. Migratory Bird Treaty Act
- j. Invasive Species
- k. Erosion Control
- l. Wild and Scenic Rivers
- m. Wetland protections
- n. Hazardous Materials
- o. Public Interest

And Mitigation Measures and Conditions, as applicable.

Phase 100 includes agency coordination with the following agencies: Nebraska State Historic Preservation Office (NeSHPO), appropriate Tribal Historic Preservation Offices, Hazardous Material Review and Site Visit, and Public Information coordination.

ASSUMPTIONS

CLIENT WILL PROVIDE:

1. Information to develop a project description.
2. Location Information as a Google Earth kmz (.kmz) or shapefile (.shp)
3. Arranged access to the project study area, if required
4. Nebraska Game and Parks Commission will provide the Conservation and Environmental Review Tool and a Biological Assessment for the Project.
5. Nebraska Game and Parks Commission will coordinate with the United States Fish and Wildlife Service for agency concurrence.

ITEMS NOT INCLUDED IN SCOPE:

1. Wetland Delineation (Already Completed in 2023)
2. Section 404 Nationwide Permit Application (Self Issued Permit Completed in 2023)
3. Jurisdictional Determination Request
4. Individual Section 404 Permit Application
5. Site Visits with the State or Federal Agencies
6. Migratory Bird Treaty Act Nesting Surveys
7. Bald and Golden Eagle Nest Surveys
8. Agency Requested Threatened and Endangered Species Specific Survey
9. Agency Requested Historic or Cultural Resource Surveys
10. Noise Modeling or Calculations
11. Floodplain Permitting
12. Wetland Mitigation Services
13. Conceptual and Final Mitigation Plan

Olsson assumes two rounds of comments from FHWA for the Draft CE. If additional rounds of comments are required, Olsson will provide a revised scope and fee for these services.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of the personnel performing such services in accordance with the Labor Billing Rate Schedule, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule. The anticipated fee for each task is outlined below. If adjustments to these fees are required, Olsson will notify the Client and shall not commence work until prior approval is obtained.

Task	Description	Time and Materials (T&M)	Fee
Task 101	Categorical Exclusion Document	T&M	\$6,000
Task 102	NeSHPO Coordination	T&M	\$1,500
Task 103	Tribal Coordination	T&M	\$1,500
Task 104	Hazardous Material Memo	T&M	\$5,000
Task 105	PI Coordination	T&M	\$1,500
Task 106	FHWA / NG&P / Client Coordination	T&M	\$7,500
Total			\$23,000

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

D. SCHEDULE FOR OLSSON'S SERVICES

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


Anticipated Start Date: June 2024


Anticipated Completion Date: December 2024

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

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

OLSSON, INC.

By  _____
Shayne Huxoll, PM

 _____
Anahita Behrad, Group Leader

If you accept this Scope of Services, please sign:

City of Hickman, Nebraska

By _____
Signature

Print Name _____

Title _____

Dated: _____

2024 Olsson Billing Rate Schedule

Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Market Leader	\$ 384.00
Geography/Discipline Leader	\$ 375.00
Sector Leader	\$ 333.00
Technical Expert/Sr Project Manager	\$ 290.00
Client Relationship Manager	\$ 290.00
Senior Team Leader	\$ 273.00
Group Leader	\$ 239.00
Client Manager/Project Manager	\$ 239.00
Associate Project Manager	\$ 222.00
Lead Engineer	\$ 239.00
Senior Engineer	\$ 212.00
Project Engineer	\$ 188.00
Engineer	\$ 162.00
Associate Engineer	\$ 142.00
Assistant Engineer	\$ 126.00
Lead Scientist	\$ 215.00
Senior Scientist	\$ 188.00
Project Scientist	\$ 155.00
Scientist	\$ 131.00
Associate Scientist	\$ 116.00
Assistant Scientist	\$ 101.00
Lead Planner	\$ 218.00
Senior Planner	\$ 193.00
Project Planner	\$ 159.00
Planner	\$ 138.00
Associate Planner	\$ 119.00
Assistant Planner	\$ 102.00
Lead Landscape Architect	\$ 218.00
Senior Landscape Architect	\$ 191.00
Project Landscape Architect	\$ 160.00
Landscape Architect	\$ 140.00
Associate Landscape Designer	\$ 121.00
Assistant Landscape Designer	\$ 106.00
Commissioning Manager/Technical Manager	\$ 242.00
Commissioning Agent	\$ 213.00
Commissioning Senior Technician	\$ 181.00
Commissioning Associate Technician	\$ 155.00
Commissioning Assistant Technician	\$ 128.00
Design Manager/Technical Manager	\$ 176.00
Design Associate	\$ 141.00
Senior Technician	\$ 114.00
Associate Technician	\$ 97.00
Assistant Technician	\$ 84.00

2024 Olsson Billing Rate Schedule

Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
GIS Specialist	\$ 173.00
Senior Systems Specialist	\$ 190.00
Stormwater Compliance Leader/Specialist	\$ 197.00
Stormwater Compliance Specilst/Sr Coord	\$ 151.00
Stormwater Compliance Coordinator	\$ 119.00
Stormwater Compliance Assistant	\$ 93.00
Student Intern - Level 3	\$ 98.00
Student Intern - Level 2	\$ 84.00
Student Intern - Level 1	\$ 70.00
Public Engagement Specialist	\$ 134.00
Public Engagement Senior Coordinator	\$ 134.00
Public Engagement Coordinator	\$ 105.00
Public Engagement Assistant	\$ 88.00
Administrative Senior Specialist/Leader	\$ 140.00
Project Senior Coordinator	\$ 132.00
Administrative Senior Coordinator	\$ 107.00
Project Coordinator	\$ 100.00
Administrative Coordinator	\$ 85.00
Administrative Assistant	\$ 72.00

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

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



REIMBURSABLE EXPENSE SCHEDULE

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

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.67/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

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

CERTIFICATE OF PAYMENT: 7



Date of Issuance: June 13, 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: \$ 1,330,389.18

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. 5	\$0.00	No. 6	\$10,256.72
No. 7	\$3,683.38	No. 8	\$265.23	No. 9	
No. 10		No. 11		No. 12	

Total Contract Cost: \$ 4,170,824.71

Value of completed work and materials stored to date	\$ 1,763,182.86
Less retainage percentage 5%	\$ 88,159.14
Net amount due including this estimate	\$ 1,675,023.72

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	\$242,250.00	No. 6	\$190,000.00
No. 7		No. 8		No. 9	

Total Previous Estimates: \$1,263,869.72

NET AMOUNT DUE THIS ESTIMATE: \$ 411,154.00

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. 7

To (Owner):	City of Hickman	Application Period:	5/1/2024	5/31/2024	Application Date:	6/11/2024
Contractor	Neuvirth Construction Inc	PROJECT NAME			Invoice Number	1423 7
Address	7386 county road P35 Blair Ne. 68008	Hickman WWTP			Via (Engineer)	
Project Number	1423				Engineer's Project No.:	

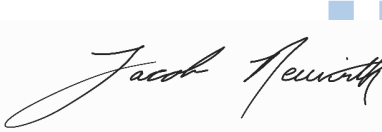
Change Order Summary

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	\$ 265.23	CO8 Heater Alteration
8	\$ 3,683.38	CO7 Wall Penetration
9	\$ 10,256.72	CO6 Site Piping
10	\$ -	
TOTALS	\$ -	
NET CHANGE BY	\$ -	
CHANGE ORDERS	\$ 203,924.71	

1. ORIGINAL CONTRACT PRICE	\$ \$ 3,966,900.00
1a. Overage Not by Change Order	
2. Net change by Change Orders	\$ \$ 203,924.71
3. CURRENT CONTRACT PRICE (Line 1±1a± 2)	\$ \$ 4,170,824.71
4. TOTAL COMPLETED AND STORED TO DATE (Column G+J on Progress Estimate)	\$ \$ 1,763,182.86
5. RETAINAGE:	
a. 5% <input checked="" type="checkbox"/> Override Work Completed	\$ \$ 21,639.68
b. 5% <input checked="" type="checkbox"/> Override Stored Materials	\$ \$ -
c. Retainage (Line 5a + Line 5b)	\$ \$ 21,639.68
d. Previous retainage	\$ \$ 66,519.46
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c-Line 5d)	\$ \$ 1,675,023.72
7. LESS PREVIOUS PAYMENTS	\$ \$ 1,263,869.72
8. AMOUNT DUE THIS APPLICATION	\$ \$ 411,154.00
9. BALANCE TO FINISH (Column O on Progress Estimate)	\$ \$ 2,429,281.53
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: 2024.06.11 11:17:56-05'00'

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)

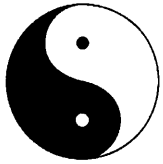
Approved by: _____
 Funding Agency (if applicable) _____ (Date)

Progress Estimate

Contractors Application

7

Job Name		Hickman WWTP				Invoice Number:		1423 7		Neuvirth Construction Inc				
Application Date		6/11/2024				Application Period:		5/1/2024	5/31/2024					
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	\$ -	\$ -	0.52	\$ 214,974.00	\$ -	\$ 214,974.00	51.73%	\$ 200,581.67	\$ -
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	\$ 345,000.00	\$ -	0.15	\$ 85,000.00	\$ -	\$ 430,000.00	75.20%	\$ 141,834.48	\$ -
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	\$ 60,000.00	\$ -	0.40	\$ 40,000.00	\$ -	\$ 100,000.00	100.00%	\$ -	\$ -
12	Logistics	1	0.00	\$ 324,959.14	\$ 324,959.14	\$ 246,743.87	\$ -	0.00		\$ -	\$ 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	\$ -	\$ -	0.32	\$ 40,000.00	\$ -	\$ 40,000.00	32.12%	\$ 84,523.00	\$ -
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	\$ -
	CO6 Site Piping Adjustments	1	0.00	\$ 10,256.72	\$ 10,256.72	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 10,256.72	\$ -
	CPR 006 Headworks Form Savers	1	0.00	\$ 15,593.32	\$ 15,593.32	\$ -	\$ -	0.83	\$ 13,000.00	\$ -	\$ 13,000.00	83.37%	\$ 2,593.32	\$ -
	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	\$ -	\$ -	1.00	\$ 39,819.68	\$ -	\$ 39,819.68	100.00%	\$ -	\$ -
	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	\$ -	\$ -
	CO7 Wall Penetration	1	0.00	\$ 3,683.38	\$ 3,683.38	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 3,683.38	\$ -
	CO8 Heater Alterations	1	0.00	\$ 265.23	\$ 265.23	\$ -	\$ -	0.00		\$ -	\$ -	0.00%	\$ 265.23	\$ -
Original Contract Total					\$ 3,966,900.00	\$ 1,330,389.18		//////////	\$ 432,793.68	\$ -	\$ 1,763,182.86	44.45%	\$ 2,407,641.85	\$ -
Net Increase/Decrease Total					\$ -									
C/O Total					\$ 203,924.71									



ENVIRODYNE SYSTEMS INC.

75 Zimmerman Drive
 Camp Hill, PA 17011-6822
 Phone (717) 763-0500
 Fax (717) 763-9308

INVOICE

NUMBER	PAGE
I-10008-2	1
YOUR ORDER NO.	CUSTOMER
P003934	NEU001
INVOICE DATE	INVOICE TOTAL
06/10/2024	\$214,974.00

TO **NEUVIRTH CONSTRUCTION, INC.**
 3400 OLD MORMON BRIDGE ROAD
 CRESCENT, IA 51526

SHIPPED HICKMAN WTP
 TO c/o NEUVIRTH CONSTRUCTION
 5433 HICKMAN ROAD
 HICKMAN, NE 68372

Attn.: TONY LAGER

Phone: (402) 708-1577
 Email: tony@neuvirth.com

OUR ORDER NO	SALESPERSON	TERMS	FOB	DATE SHIPPED	SHIPPED VIA	
10008		See Below	Jobsite	6/10/24	Whitewater Freight	
Q UANTITY ORDERED	Q UANTITY SHIPPED	STOCK NUMBER/DESCRIPTION		UNIT PRICE	UNIT	AMOUNT
		<u>S.O. NO. 10008 (A-D)</u>				
		<u>HICKMAN, NE</u>				
1	1	HERCULES DRIVE MECHANISM				
1	1	FINAL CLARIFIER MECHANISM				
1	1	LOT FRP EFFLUENT WEIR, SCUM BAFFLE & DENSITY CURRENT BAFFLE				
1	1	CLARIFIER LOCAL CONTROL PANEL				
TOTAL NET AMOUNT						\$214,974.00
<p>Re: Sales &/or Use Tax - Net Amount does not include any NE State &/or local sales/use tax. Buyer to pay any such applicable tax direct to appropriate agency(ies).</p> <p>Terms</p> <p>a. Ten percent (10%) Net 30 days; and b. Balance Net 30 days after date of Invoice for complete or partial shipments.</p>						



June 17, 2024

Mayor Phil Goering
City of Hickman
Hickman, Nebraska 68372

RE: Hickman City Park
Playground Donor Wall
Hickman, Nebraska

Dear Phil:

This letter, once accepted and signed on the last page, sets forth the Agreement between the City of Hickman (who is also referred to as Owner at various places in this letter) and Davis Design, Inc. regarding the above referenced project.

Davis Design has been in contact with Chelsea Hood Reese with the Hickman Area Community Foundation Fund (HACFF) regarding donating our design time for the donor wall at the Hickman City Park for the new accessible playground area. Based upon these discussions, Davis Design, Inc. agrees to donate the following professional services to the City of Hickman at no cost. In return Davis Design shall be recognized as a donor on the proposed donor wall:

Design of the donor wall to include donor names as provided by HACFF including the associated structural frame and footing to support the structure. Davis Design will coordinate with the donor wall supplier and the contractors selected by HACFF to assist with material orders, process shop drawings, and answer questions.

The above list of scope items is a complete listing of the scope of services for this project, and any services not included within the scope are not part of this agreement. Any supplemental services requested by HACFF are in addition to the basic scope of services set forth above and will be negotiated under a separate agreement.

Owner's responsibilities include coordination of all material ordering and construction, including but not limited to siting the sign at the site.

This agreement represents the entire agreement between the Owner and Davis Design, Inc. and supersedes all prior negotiations or representations. The Owner and Davis Design, Inc. bind themselves and their successors to this agreement.

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Owner or Davis Design, Inc.

To the maximum extent permitted by law, the Owner agrees that Davis Design Inc's total liability to or on behalf of the Owner for any and all injuries, claims, lawsuits, damages or other liability arising from or relating in any way to the Project shall be \$0. This limitation shall apply regardless of the cause of action or legal theory pled. Davis Design Inc. shall not be liable to Owner for any special, exemplary, punitive or consequential damages.

architecture engineering interior design

1221 'N' Street, Suite 600, Lincoln, Nebraska 68508 402.476.9700 davisdesign.com

130 South 5th Street, Norfolk, Nebraska 68701

15 East Main Street, Suite 201, Vermillion, South Dakota 57069

Principals: Jon Dalton, PE Darin Horst, AIA Brandon Sire, PE Michael Wachal, PE

Associate Principals: Erin Dobesh, AIA Christian Petrick, AIA Andy Sorensen, AIA

The person signing this Agreement on behalf of the Owner represents that he or she has the authority to do so. If the terms and conditions of this Agreement are acceptable to you, please sign where indicated below.

Thank you for the opportunity to be of service to you.

Sincerely,

DAVIS DESIGN, INC.



Brandon M. Sire, PE, FPE, LEED AP®
Principal, Senior Mechanical Engineer

APPROVED AND ACCEPTED:

OWNER:

City of Hickman

Date

PRINCIPAL-IN-CHARGE:



Davis Design, Inc.

6/15/2024

Date



1335 L Street, Suite 200
Lincoln, NE 68506
Phone: (402) 742-2601
Fax: (402) 476-4089
www.larmpool.org

June 18, 2024

William & Jeanene Gieser
320 East 1st Street
Hickman, NE 68372

RE: Our Member: City of Hickman
 Our Claim No.: 4A2405HM0Q2-0001
 Date of Loss: 05/05/2024
 Claimant: William & Jeanene Gieser

Dear William & Jeanene,

We are handling the above captioned matter on behalf of City of Hickman, who is a Member of the League Assoc. Risk Management (LARM)

We have completed our investigation of the claim referenced above. We believe that we have obtained all the facts concerning this claim and are able to advise you of our decision.

As part of our analysis, we consider whether our Member is legal liable for your loss. If the Member is not legally liable, then there is no legal obligation to pay your claim. Following analysis of the relevant facts, please be advised that our Member is not at fault for your loss and, therefore, we must deny this claim.

If you have additional information regarding this matter that you would like us to consider, please contact me at the number listed below.

Sincerely,

Carey Miller
Claims Examiner - Multi-Line
(515)727-1590
Carey.Miller@Sedgwick.com

**Zel of Dallas Inc, dba United Water Restoration
Group of Omaha**

13434 C St
NE 68144 US
+1 5613501423
Vincentt@unitedwaterrestoration.com



INVOICE

BILL TO
William & Jeanene Gieser
320 E 1st St
Hickman, NE 68372

INVOICE 2024-03-10-2335
DATE 04/30/2024
TERMS Due on receipt
DUE DATE 04/30/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	1- Water Extraction	Water Extraction & Remediation	1	4,000.00	4,000.00

		PAYMENT			4,000.00

		BALANCE DUE			\$0.00
					PAID

Pay invoice



United Water Restoration Group - Omaha

Insured: William & Jeanene Gieser
Property: 320 E 1st St
Hickman, NE 68372

E-mail: billgieser@gmail.com

Claim Rep.: United Water Restoration Group of Omaha

Estimator: United Water Restoration Group of Omaha

Contractor:
Company: United Water Restoration Group of Omaha
Business: 13436 C Street
Omaha, NE 68144

Business: (402) 810-6900

Claim Number:

Policy Number:

Type of Loss:

Date Contacted: 4/30/2024 12:45 PM

Date of Loss: 4/30/2024 12:45 PM

Date Inspected: 4/30/2024 12:45 PM

Date Received: 4/30/2024 12:45 PM

Date Entered: 4/30/2024 12:33 PM

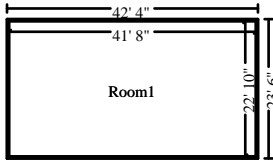
Price List: NEOM8X_APR24
Restoration/Service/Remodel

Estimate: 24-0168_GIESER



24-0168_GIESER

Main Level



Room1

Height: 8'

1,032.00 SF Walls	951.39 SF Ceiling
1,983.39 SF Walls & Ceiling	951.39 SF Floor
105.71 SY Flooring	129.00 LF Floor Perimeter
129.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Water extraction from hard surface floor - Cat 3 water	1,902.78 SF	0.00	0.83	110.55	1,689.86
2. Clean with pressure/chemical spray - Heavy	1,189.24 SF	0.00	0.64	54.17	815.28
3. Apply plant-based anti-microbial agent to the floor	951.39 SF	0.00	0.33	26.26	340.22
5. Washer/Washing machine - Detach	1.00 EA	0.00	31.72	2.22	33.94
6. Dryer - electric - Detach	1.00 EA	0.00	24.45	1.71	26.16
7. Air mover (per 24 hour period) - No monitoring	5.00 EA	0.00	27.50	9.63	147.13
8. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	2.00 EA	0.00	113.88	15.94	243.70
Totals: Room1				220.48	3,296.29
Total: Main Level				220.48	3,296.29

Engineering Controls

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
10. Equipment setup, take down, and monitoring (hourly charge)	8.00 HR	0.00	63.41	35.51	542.79
11. Cleaning & Remediation - Supervisory - per hr	1.00 HR	0.00	69.54	4.87	74.41
12. Add for personal protective equipment - Heavy duty	1.00 EA	0.00	39.81	5.77	45.58
13. Water Extraction & Remediation Technician - per hour	1.00 HR	0.00	63.41	4.44	67.85
14. Equipment decontamination charge - per piece of equipment	1.00 EA	0.00	37.48	3.05	40.53
Totals: Engineering Controls				53.64	771.16

Line Item Totals: 24-0168_GIESER **274.12** **4,067.45**



Additional Charges	Charge
Discount	-67.45
Additional Charges Total	-\$67.45

Grand Total Areas:

1,032.00 SF Walls	951.39 SF Ceiling	1,983.39 SF Walls and Ceiling
951.39 SF Floor	105.71 SY Flooring	129.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	129.00 LF Ceil. Perimeter
951.39 Floor Area	994.83 Total Area	1,032.00 Interior Wall Area
1,185.00 Exterior Wall Area	131.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Summary for Dwelling

Line Item Total	3,793.33
Discount	-67.45
Cln Mat Sales Tax	8.02
	<hr/>
Subtotal	3,733.90
Cleaning Total Tax	266.10
	<hr/>
Replacement Cost Value	\$4,000.00
Net Claim	\$4,000.00
	<hr/> <hr/>

United Water Restoration Group of Omaha



Recap of Taxes

	Material Sales Tax (7%)	Cln Mat Sales Tax (7%)	Cleaning Total Tax (7%)	Storage Rental Tax (7%)	Total Tax (7%)
Line Items	0.00	8.02	266.10	0.00	0.00
Additional Charges	0.00	0.00	0.00	0.00	0.00
Total	0.00	8.02	266.10	0.00	0.00



Recap by Room

Estimate: 24-0168_GIESER

Area: Main Level

Room1

3,075.81

81.08%

Area Subtotal: Main Level

3,075.81

81.08%

Engineering Controls

717.52

18.92%

Subtotal of Areas

3,793.33

100.00%

Total

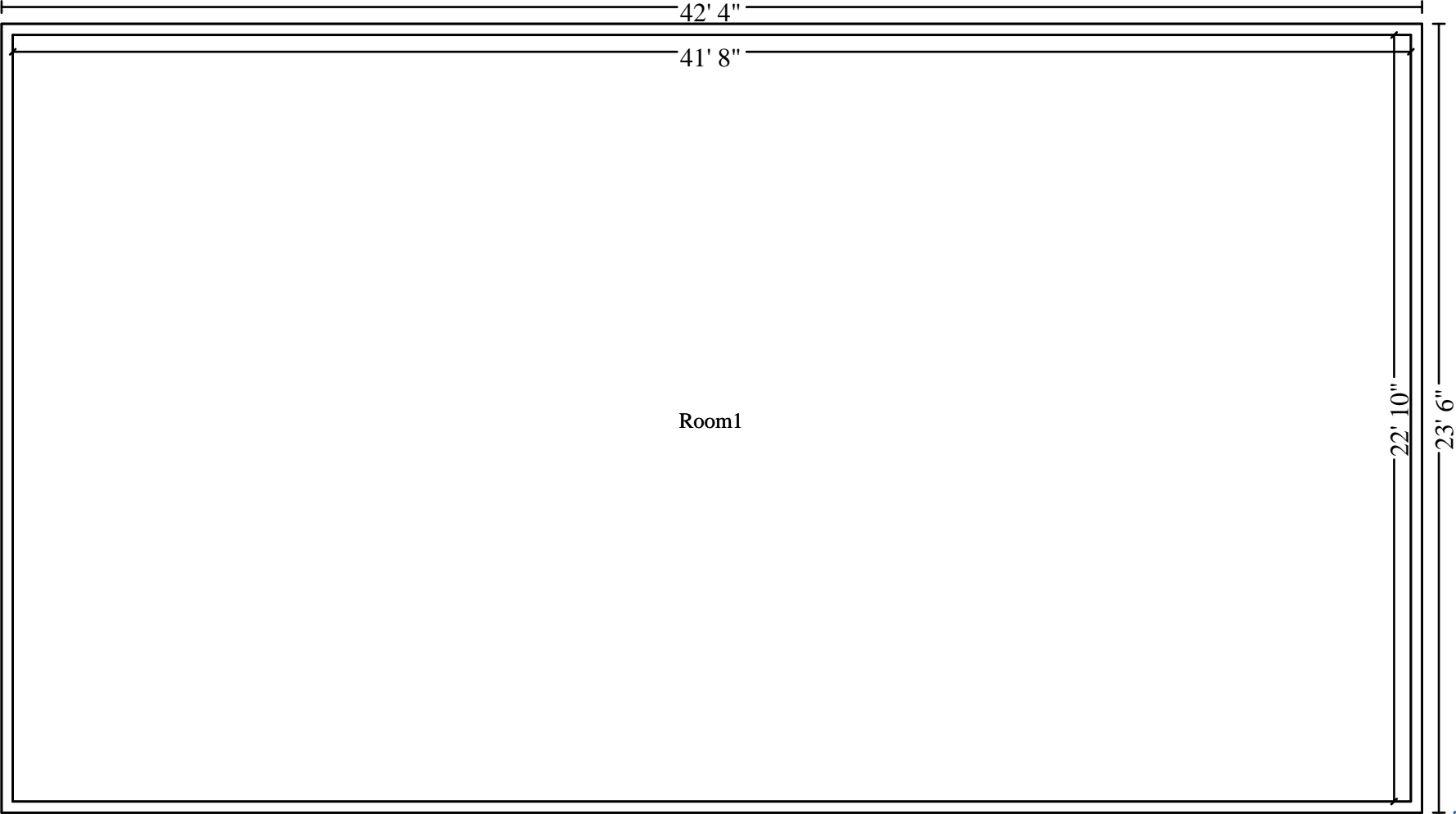
3,793.33

100.00%



Recap by Category

Items	Total	%
CLEANING	761.11	19.03%
WATER EXTRACTION & REMEDIATION	3,032.22	75.81%
Subtotal	3,793.33	94.83%
Permits and Fees	-67.45	-1.69%
Cln Mat Sales Tax	8.02	0.20%
Cleaning Total Tax	266.10	6.65%
Total	4,000.00	100.00%



Main Level

United Water Restoration Group of LINCOLN, NE

2967 N. Powerline Road, Pompano Beach, FL 33069 1-800-743-2064

Customer Name: Bill Gieser

Date: 6-14-24

Property Address: 320 E. 1st St

City, State, Zip Code 68372

Basic Service Charges		During Hours	After Hours	X	Qty	Total
1	Service Call	\$204.67	\$307.00	X	1	\$ 204.67
2	Equipment Set Up/ Take Down per hour	\$70.41	\$105.73	X		\$
3	Equipment Monitoring per day	\$70.41	\$105.73	X		\$
4	Supervisory Hours	\$76.75	\$115.24	X	1	\$
5	Technician Hours	\$70.41	\$105.73	X	3	\$ 211.23
6	Equipment Decontamination	\$40.89	n/a	X		\$
7	Equipment Decontamination -Cat 3 or Mold	\$49.33	n/a	X		\$
8	Thermal Imaging	\$250.00	n/a	X		\$
9	Admin Fee	\$75.00	n/a	x		\$ 75.00

Scope of Work Items		During Hours	After Hours	X	Amount	\$
10	Carpet- Extraction (Cat 1)	\$0.58 SF	\$0.86 SF	X	SF	\$
11	Carpet- Extraction (Cat 2)	\$0.90 SF	\$1.38 SF	X	SF	\$
12	Carpet -Extraction (Cat 3)	\$1.45 SF	\$2.12 SF	X	SF	\$
13	Carpet- Extraction (Weighted)	\$1.08 SF	\$1.83 SF	X	SF	\$
* Carpet - Extract Heavy Add \$.12 for every S.F.				X		\$
14	Carpet- Lift	\$0.50 SF	\$0.75 SF	X	SF	\$
15	Carpet - Remove	\$0.76 SF	\$1.10 SF	X	SF	\$
16	Carpet Glued Down - Remove	\$1.29 SF	\$1.92 SF	X	SF	\$
17	Pad- Remove and Bag	\$0.73 SF	\$1.04 SF	X	SF	\$
18	Carpet - Remove Tackless Strip	\$1.25 SF	\$1.84SF	X	SF	\$
19	Carpet - Remove (Cat 3)	\$1.54 SF	\$2.29 SF	X	SF	\$
20	Carpet Glued Down - Remove (Cat 3)	\$1.92 SF	\$2.83 SF	X	SF	\$
21	Pad (Cat 3)- Remove and Bag (Cat 3)	\$1.04 SF	\$1.52 SF	X	SF	\$
22	Carpet - Remove Tackless Strip (Cat 3)	\$1.55 SF	\$2.28 SF	X	SF	\$
23	Hard Surface Floor Extract (Cat 1)	\$0.26 SF	\$0.41 SF	X	SF	\$
24	Hard Surface Floor Extract (Cat 2)	\$0.48 SF	\$0.74 SF	X	SF	\$
25	Hard Surface Floor Extract (Cat 3)	\$0.87 SF	\$1.41 SF	X	7.00 SF	\$ 181.40
26	Vinyl Flooring - Remove/Cut & Bag	\$1.84 SF	\$2.67 SF	X	SF	\$
27	Vinyl Tile - Remove/Cut & Bag	\$2.09 SF	\$3.09 SF	X	SF	\$
28	Vinyl - Remove Underlayment & Bag	\$2.49 SF	\$3.67 SF	X	SF	\$
*Vinyl Cat 3 Add \$.50 for every S.F.				X		\$
29	Laminate - Remove Floor & Bag	\$2.37 SF	\$3.50 SF	X	SF	\$
30	Laminate - Remove & Bag (Cat 3)	\$3.50 SF	\$ 5.22 SF	X	SF	\$
31	Underlayment - Remove & Bag	\$2.03 SF	\$3.01 SF	X	SF	\$
32	Underlayment - Remove & Bag (Cat 3)	\$3.01 SF	\$4.45 SF	X	SF	\$
33	Hardwood - Solid/Eng- Remove & Bag	\$4.86 SF	\$7.09 SF	X	SF	\$
34	Hardwood - Solid/Eng- Remove & Bag (Cat 3)	\$7.09 SF	\$11.01 SF	X	SF	\$
35	Underlayment - Remove & Bag	\$2.12 SF	\$3.14 SF	X	SF	\$
36	Underlayment - Remove & Bag (Cat 3)	\$3.14 SF	\$4.65 SF	X	SF	\$
37	Haul Debris	\$45 MIN	\$188.47/truck	X	EA	\$
38	Haul Debris/ per dumpster load	\$272.65		X	EA	\$

39	Ceramic Tile -(Floor or Wall) Remove	\$3.79 SF	\$5.56 SF	X	SF	\$
40	Add. Labor - Remove Tile from Concrete Slab	\$2.48 SF	3.93 SF	X	SF	\$
41	Clean & Mop Floor	\$0.59 SF	\$0.88 SF	X	SF	\$
42	Clean with Pressure/Chemical Spray	\$0.45 SF	\$0.69 SF	X	2.00 SF	\$ 100.00
43	Base Tile - Remove	\$3.11 SF	n/a	X	SF	\$
44	Toe Kick- Remove	\$4.11 LF	\$5.94 LF	X	LF	\$
45	Toe Kick- Remove (Cat 3)	\$4.89 LF	\$7.22 LF	X	LF	\$
46	Cabinetry - Remove	\$14.00 LF	\$20.99 LF	X	LF	\$
48	Countertop - Remove (Non- Salvageable)	\$5.54 SF	\$8.20 SF	X	SF	\$
49	Granite or Quartz- Remove (Non- Salvageable)	\$6.70 SF	\$10.06 SF		SF	\$
*Salvageable Countertop, of any material, will be a bid item.						
51	Vanity-Remove	\$11.67 LF	\$17.49 LF	X	LF	\$
52	Bathroom Sink- Remove	\$37.57	n/a	X		\$
53	Toilet- Remove	\$63.23	n/a	X		\$
54	Kitchen Sink- Remove	\$37.57	n/a	X		\$
55	Baseboard- Detach (Save/Store on Sight)	\$1.57 LF	\$2.35 LF	X	LF	\$
56	Baseboard-Oversize Detach (Save/Store on Sight)	\$1.85 LF	\$2.76 LF	X	LF	\$
57	Baseboard- Remove & Bag	\$0.65 LF	\$0.97 LF	X	LF	\$
58	Baseboard- Oversize- Remove & Bag	\$0.95 LF	\$1.56 LF	X	LF	\$
59	Trim-(door 17' per side) - Remove & Bag	\$0.65 LF	\$0.97 LF	X	LF	\$
60	Crown Molding- Remove	\$0.99 LF	\$1.49 LF	X	LF	\$
61	Ceiling - Wet Drywall - Remove & Bag	\$1.26 SF	\$1.78 SF	X	SF	\$
62	Ceiling - Wet Drywall - Remove & Bag (Cat 3)	\$1.78 SF	\$2.56 SF	X	SF	\$
63	Ceiling-Suspended Tiles-Remove & Bag	\$0.54 SF	\$0.78 SF	X	SF	\$
64	Ceiling- Suspended Tiles- Remove & Bag (Cat 3)	\$0.78 SF	\$1.13 SF	X	SF	\$
65	Ceiling-Tiles & Drywall - Remove & Bag	\$1.51 SF	\$2.20 SF	X	SF	\$
66	Ceiling-Tiles & Drywall- Remove and Bag (Cat 3)	\$2.20 SF	\$3.23 SF	X	SF	\$
67	Wet Drywall - Remove & Bag	\$1.26 SF	\$1.78 SF	X	SF	\$
68	Wet Drywall- Remove & Bag (Cat 3)	\$1.78 SF	\$2.56 SF	X	SF	\$
69	Paneling - Remove & Bag	\$0.78 SF	\$1.11 SF	X	SF	\$
70	Paneling - Remove & Bag (Cat 3)	\$1.11 SF	\$1.62 SF	X	SF	\$
71	Insulation- Remove & Bag	\$0.92 SF	\$1.34 SF	X	SF	\$
72	Insulation- Remove & Bag (Cat 3)	\$1.34 SF	\$1.96 SF	X	SF	\$
74	Door Regular Detach	\$27.71	n/a	X		\$
75	Bifold Door - Detach	\$22.17	n/a	X		\$
76	Shower Doors- Detach	\$27.10	n/a	X		\$
77	Sliding Door - Detach	\$22.17	n/a	X		\$
78	Washer - Move	\$35.22	\$52.83	X		\$
79	Dryer- Move	\$27.14	\$40.73	X		\$
80	Refrigrator - Move	\$36.19	\$54.30	X		\$
81	Freezer - Move	\$36.19	\$54.30	X		\$
82	Dishwasher- Move	\$39.58	\$109.71	X		\$
83	Stove- Move	\$27.14	\$40.73	X		\$
84	Light/Electric Plate- Remove	\$4.68	n/a	X		\$
85	Drill Holes	\$0.70 EA	\$0.99 EA	X	EA	\$
86	Apply Anti Microbial Agent	\$0.36 SF	\$0.50 SF	X	2.00 SF	\$ 79.20

87	Containment Barrier/Airlock /Decon Chamber	\$1.09 SF	\$1.56 SF	X	SF	\$
88	Peel & Zipper	\$13.95 EA	\$16.12 EA	X	EA	\$
*Cointainment - Tension Post Under Equipment						
89	Lay Flat	\$0.35 LF	n/a	X	LF	\$
90	Protect- Cover with Plastic	\$0.35 SF	n/a	X	SF	\$
91	Floor Cover Protection	\$0.56 SF	n/a	X	SF	\$
92	Misc Rosen Paper	\$0.56 SF	n/a	X	SF	\$
93	Block/Pad Furniture	\$62.98 EA	\$94.81 EA	X	EA	\$
94	Block/Pad Furniture Large Room	\$85.81 EA	\$129.16EA	X	EA	\$
95	Content Manipulation	\$53.64 HR	\$80.54HR	X	HR	\$
96	Hepa Vacuum	\$73.60HR	n/a	X	HR	\$
97	Fogging	\$0.09 CF	n/a	X	CF	\$
98	Ozone	\$65.00 Day	n/a	X	DY	\$

Equipment		Price	Qty	X	Days	\$Total
99	Containment - Tension Post	\$3.35 EA	EA	X		\$
100	Air Mover	\$35.00 EA	EA	X		\$
101	Injectidry	\$141.00 EA	EA	X		\$
102	Air Scrubber	\$80.57 EA	EA	X		\$
103	Hepa Filter	\$207.59 EA	EA	X		\$
104	Pre Filter	\$80.86	EA	X		\$
105	Dehu- Large	\$100.00 EA	EA	X		\$
106	Floor Mat System	\$181.75 EA	EA	X		\$
107	Power Distribution Box	\$ 59.73 EA	EA	X		\$
108	Generator (Up to 7500 Watts)	\$100.00 EA	EA	X		\$
109	Respirator - Half Face	\$1.67 EA	EA	X	n/a	\$
111	Respirator - Full Face	\$7.61 EA	EA	X	n/a	\$
112	Respirator Filter -each pair per day	\$13.55 EA	EA	X	n/a	\$
113	Tyvek Suit	\$13.91 EA	EA	X	n/a	\$
114	Goggles	\$10.50 EA	EA	X	n/a	\$
115	Booties	\$10.48 EA	EA	X	n/a	\$
116	Hydroxyl Machine	\$180.00 EA	EA	X	n/a	\$
117						

Other-				X		\$
Other-				X		\$
Other-				X		\$

This is a preliminary estimate to repair damages scoped at the time on inspection. This estimate does not take into account any hidden damage that may be discovered. This estimate also does not take into account repair that may be required upon inspection by an engineer. Finally, this estimate does not take into account any upgrades that may be required by code or ordinance.

Grand Total: 74685

Tech: *[Signature]* Date: 6-14-24
 Customer Signature: *[Signature]* Date: 6-14-24
 Print Name: William Gieser

From: United Water Restoration noreply@unitedwaterrestoration.com
Subject: Unitedwater Restoration Transaction Receipt for Invoice #22-24-0248
Date: Jun 14, 2024 at 10:01:30 AM
To: billgieser@gmail.com



Here's the receipt from the recent payment made through Unitedwater's website.
Please refer on the details below:

Customer's Information

Policy Holder's Name: **William Gieser**
Phone number: **8133945231**
Email: **billgieser@gmail.com**
Address: **320 E 1 St, Hickman, Nebraska 68372**

Payment Details

Payment Gateway: **PaymentPilot - Card**
Invoice No: **22-24-0248**
Invoice Amount: **746.85**
Transaction Fee: **22.41**
Total Amount: **769.26**
Transaction ID: **PP-341830281**

Order Form: Q-28140-1
Date: 5/28/2024, 2:54 PM
Expires On: 7/12/2024



Phone: (800) 768-7295
Email: info@xpressbillpay.com

Ship To:
Jaala Johnson
City of Hickman
115 Locust Street
Hickman, Nebraska 68372
cityclerk@hickman.ne.gov

Bill To:
City of Hickman
115 Locust Street
Hickman, Nebraska 68372

City of Hickman
RESOLUTION 2024-07
Gateway Administrative Service Agreement

This Master Services Agreement (this "**Agreement**") is entered into by and between Xpress Solutions, Inc. ("**Xpress**") and Customer identified on the Order ("**Customer**"), together referred to as the "Parties" and each individually as a "Party."

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Term and Renewal: The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.

2.0 Fees and Payments: Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, transaction and hosting Fees, and various additional Fees as set forth in the Order Form and Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact Customer for resolution which will include resubmission up to three (3) times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.

3.0 Services Provided; Obligations of Customer to ODFI: Transactions are placed through Xpress as a third-party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress' requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

4.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.

5.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit B. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Google Chrome, Microsoft Edge, or Mozilla Firefox.

6.0 Debit Authorization: Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.

7.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.

8.0 Returned Entries: Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software, or by other means, as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.

9.0 Reports: Xpress will provide a detailed report of all funds transfers collected for the organization's account. All reporting will be via the Internet.

10.0 Limits of Xpress Liability: Xpress will be responsible for Xpress' performance in processing ACH services as a third-party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.

11.0 Representations and Warranties Regarding End Users: Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

12.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.

13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and EFT services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.

14.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress' Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.

15.0 Termination: This Agreement may be terminated by either party upon not less than 30 days' written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.

16.0 Governing Law; Attorneys' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as Attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.

17.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

18.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchant ability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to Customer or to third parties dealing with Customer even if Xpress has been advised of the possibility of such damages.

19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zions First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.

21.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:
Xpress Solutions, Inc.

Accepted by:
City of Hickman

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Fees

Initial Configuration Fees		
PRODUCT	DESCRIPTION	RATE
Payment System - Setup & Configuration	Payment System - Setup & Configuration - Online Payment Module, Auto Pay Module, Card Swipe Module	Already Purchased from Caselle
Training - Onsite Per Day	Training - Onsite Per Day - Does not include travel. You shall reimburse roundtrip airfare and hotel stay.	Already Purchased from Caselle

Transaction Fees		
PRODUCT	ASSESSED TO	RATE PER TRANSACTION
*Credit/Debit Card Transactions	Assessed to End Users	3% of the transaction amount + USD 0.50
EFT Transactions	Assessed to End Users	USD 2.00
EFT Returned Item Basic - Invalid account number or unable to locate account	Assessed to Customer	USD 7.00
EFT Return NSF or Account Closed	Assessed to Customer	USD 14.00
EFT Return Stop Payment or Charge Back	Assessed to Customer	USD 30.00
Toll Free Operator Assisted Surcharge	Assessed to End Users	USD 2.00
XBP Deposit Account Withdrawals (6 Free Per Month then \$6.25)	Assessed to Customer	USD 6.25
Bank Bill Pay Transactions	Assessed to Customer	USD 0.25
Toll Free IVR Surcharge	Assessed to End Users	USD 1.25

Maintenance & Support	
PRODUCT	ASSESSED TO
Monthly Support & Hosting - \$0.02 per customer bill. Minimum \$100.	Assessed to Customer
Monthly Account Maintenance Fee - \$29 - Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account	Assessed to Customer

**There will be a maximum transaction amount of \$500.00 per credit/debit payment*

Special Order/Invoicing Terms (if any):

EXHIBIT B
Customer Account Information

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: _____

Account Type: _____

Routing Number: _____

Account Number: _____

Bank Name: _____

Federal ID #: _____

EXHIBIT C ACCEPTABLE USE POLICY

Introduction

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at <https://secure.xpressbillpay.com/mktg/AcceptableUsePolicy.pdf>.

Purpose/Scope

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

Policy

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

1.1 Prohibited Actions

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws.
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more news groups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.
- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan Horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;

- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to ensure compliance with this Policy generally, and also of this provision specifically.

1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.
108 South 700 East
American Fork, UT 84003
800-768-7295
security@xpressbillpay.com

1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which may be requested by sending an email to info@xpressbillpay.com.

1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.