

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

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

1. Call to Order

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

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

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

1.D. The City Council may vote to go into Executive Closed Session on any agenda item as allowed by Nebraska State Law. The Governing Body may be excused and re-enter the City Council meeting room at any time after reconvening open session.

2. Pledge of Allegiance

3. Roll Call

4. Mayor Communications

5. Consent Agenda

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

5.B. Approval of July 18, 2024, Special City Council Meeting Minutes

- 5.C. Claims and Accounts Payable Report
- 5.D. Statement of Accounts and Budget Cash Report as of June 30, 2024
- 5.E. Monthly City Sales Tax Report
- 6. Proclamations, Presentations, Appointments, Affirmations & Introductions - None
- 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
 - 8.A. Public Comment on the City of Hickman's Acquisition of Permanent Utility Easements for Hickman Hills Addition Lot 1
 - 8.B. Public Comment on the City of Hickman's Acquisition of Permanent Utility Easements for Hickman Hills 1st Addition Lot 1
 - 8.C. Public Comment on the City of Hickman's Acquisition of Permanent Utility Easements for Hickman Hills 1st Addition Lot 1 and Outlot A
- 9. Unfinished Business
 - 9.A. Resolution 2024-09, Utility Easement, Hickman Hills Addition Lot 1
 - 9.B. Resolution 2024-10, Utility Easement Hickman Hills 1st Addition Lot 1
 - 9.C. Resolution 2024-11, Utility Easement Hickman Hills 1st Addition Lot 1 & Outlot A
- 10. New Business
 - 10.A. Certificate of Payment No. 8 to Neuvirth Construction, Inc. for the Hickman Wastewater Treatment Plant Head Works and Final Clarifier Project in the Amount of \$96,900.00

10.B. Approval of the Recommended Notice of Award to Schmader Electric Const. Co. Inc. in the Amount of \$62,900.00 for Hickman Hills 1st Addition, Electrical Infrastructure

11. City Administrator's Report

12. Governing Body Comments & Council Correspondence

12.A. 35th Annual Hickman Hay Days, Friday & Saturday, July 26 & 27, 2024

13. Meeting Adjournment

MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD July 9, 2024

Mayor Phil Goering called the meeting to order at 7:00pm on July 9, 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 Steve Noren, Doug Wagner, Tina Ziemann, Dave Kulwicki, Travis Borchardt and John Meese were present for Roll Call. Prior notice of the meeting and agenda were provided to the Mayor and all members of the Governing Body. Notice of the meeting was distributed and posted at Hickman City Hall, U.S. Post Office-Hickman, U-Stop Market, and the City of Hickman Website.

Mayor Communications

Mayor Goering hoped that everyone enjoyed the Hickman 4th of July community fireworks display held on July 5, 2024 in Main Park and stated that this year's display was very good this year. No action taken.

Consent Agenda

Mayor noted a couple corrections to the meeting minutes. The City Administrator presented and discussed the June 25, 2024, Meeting Minutes and line-item content of Claims and Accounts Payable Report with the Governing Body.

Motion by Council Member Ziemann and a second by Wagner to approve the consent agenda. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Kulwicki, Borchardt and Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

Proclamations, Presentations, Appointments, Affirmations & Introductions

Captain John Vik with Lancaster County Sheriff's Office presented recommendations to update the City's Neighborhood Block Party Permit Application & Policy to address public safety concerns with street closures. Hickman Rural Fire Chief John Brady also addressed the Governing Body with the fire department's concerns of safely accessing houses and fire hydrants during street closures. Captain Vik will provide a written statement to be distributed to the Governing Body. Mayor Goering directed City Staff to present modifications of the City's Neighborhood Block Party Permit Application & Policy at a future meeting. No action taken.

Reports

No Planning Commission report due to no meeting.

Volunteer Director Erin Stueven presented the Reading, Historical & Tech Center report for the activities April through June 2024.

Deputy Tim Dowhower presented Lancaster Sheriff's Office Report for the month of July 2024. City Administrator presented the Community Center Report.

No current 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": Noren, Wagner, Ziemann, Kulwicki, Borchardt and Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

Public Hearings – None

Unfinished Business

Mayor Goering presented the Agreement with Davis Design for Hickman City Park Playground Donor Wall and referred discussion onto City Attorney and Governing Body. Discussion included concerns about contractual language regarding owner responsibilities, liability of personal property, transfer of ownership and timeliness of contract to be submitted to Davis

Design for the Hickman Area Community Foundation Fund (HACFF) project. Motion by Council Member Wagner and a second by Borchardt to approve the agreement with City Administrator and City Attorney to work with Davis Design and make corrections as noted that HACFF is responsible for materials and construction and (city) liability will be limited and allow Mayor to sign once done. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Kulwicki, Borchardt and Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

New Business

City Administrator presented and discussed agreement with HBE CPA's & Consultants to comprise the 2024-2025 State of Nebraska City/Village Budget Form with the Governing Body. Discussion included past agreements with HBE and costs for this annual agreement for service to assist city staff. Motion by Council Member Noren and a second by Wagner to approve the agreement with HBE CPA's & Consultants to comprise the 2024-2025 State of Nebraska City/Village Budget Form. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Kulwicki, Borchardt and Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

City Administrator presented and discussed Resolution 2024-08, League Association of Risk Management Interlocal Agreement for Insurance Pool Renewal:

League Association of Risk Management, 2024-25 Renewal Resolution, RESOLUTION NO. 2024-08, WHEREAS, City of Hickman is a member of the League Association of Risk Management (LARM); WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter. BE IT RESOLVED that the governing body of City of Hickman, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. (180 day and 3 year commitment; 5% discount)
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (180 day and 2 year commitment; 4% discount)
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. (180 day notice only; 2% discount)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. (90 day notice and 3 year commitment only; 2% discount)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (2 year commitment only; 1%)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. (90 day Notice only)

Discussion included past resolutions and costs of the interlocal agreement for insurance pool renewal and electric department costs going into the new operations and maintenance lease with NPPD. Motion by Council Member Noren and a second by Wagner to approve Resolution 2024-08 with the 180 day and 3-year commitment 5% discount. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Kulwicki, Borchardt and Meese. The following Council Members voted "NAY": None. Motion passed 6-0.

City Administrator presented and discussed agenda items 10.C. Resolution 2024-09, Utility Easement, Hickman Hills Addition Outlot A, 10.D. Resolution 2024-10, Utility Easement Hickman Hills 1st Addition Lot 1, and 10.E. Resolution 2024-11, Utility Easement Hickman Hills 1st Addition & 1st Addition Outlot A with the Governing Body. Discussion included request to table the agenda items due to the documents not being ready for adoption and timeliness of need to adopt them for the electrical infrastructure project at Hickman Hills 1st Addition. Motion by Council Member Ziemann and a second by Meese to table items 10.C. Resolution 2024-09, Utility Easement, Hickman Hills Addition Outlot A, 10.D. Resolution 2024-10, Utility Easement Hickman Hills 1st Addition Lot 1, and 10.E. Resolution 2024-11, Utility Easement Hickman Hills 1st Addition & 1st Addition Outlot A to the July 25, 2024 City Council meeting. The following Council Members voted “YEA”: Noren, Wagner, Ziemann, Kulwicki, Borchardt and Meese. The following Council Members voted “NAY”: None. Motion passed 6-0.

City Administrator's Report

The City Administrator presented an update on the Department of Homeland Safety FEMA 2020 grant application for costs associated with purchases to protect the public and city employees from contracting COVID-19. The grant request has been approved and the City will be receiving \$16,785.48 of the \$19,683.54 requested. Security service window at city hall and computer equipment for remote work did not qualify for funding. Motion to approve the City Administrator's as presented by Council Member Ziemann and a second by Meese. The following Council Members voted “YEA”: Noren, Wagner, Ziemann, Kulwicki, Borchardt and Meese. The following Council Members voted “NAY”: None. Motion passed 6-0.

Governing Body Comments and Correspondence

Mayor Goering stated Hickman Hay Days is on July 26 & 27, 2024. City Administrator stated that a list of activities and registration for events are available on the city's website and social media outlets. Council Members discussed the history of Hay Days and prior town celebration of the Settlers Picnic. Mayor Goering mentioned the City's Budget Working Timeline was distributed to Council Members as a reminder. No action taken.

Adjournment

Motion to adjourn the meeting at 7:59 PM by Council Member Wagner and a second by Ziemann. The following Council Members voted “YEA”: Noren, Wagner, Ziemann, Kulwicki, Borchardt and Meese. The following Council Members voted “NAY”: None. Motion passed 6-0.

Phil Goering, Mayor

Kelly Oelke, City Administrator

MINUTES OF THE HICKMAN CITY COUNCIL SPECIAL MEETING HELD July 18, 2024

Mayor Phil Goering called the meeting to order at 7:00 pm on July 18, 2024 and referenced the meeting recording process, optional sign in sheet, and open meeting law posting. Council Members Doug Wagner, Justina Ziemann, Dave Kulwicki, Travis Borchardt, John Meese, and Steve Noren were present for Roll Call. Prior notice of the meeting and agenda were provided to the Mayor and all members of the Governing Body. Notice of the meeting was distributed and posted at Hickman City Hall, U.S. Post Office-Hickman, U-Stop Market and the City of Hickman Website.

Discussion of Capital Improvement Projects for Fiscal Year 2024/2025 Budget Year

Mayor Goering invited Agenda Topic Speaker, Mr. Walt Nelson to address the governing body. Mr. Nelson discussed that he would like Council Members to consider that they have a once in a lifetime opportunity to lower the tax levy. The city leased the electrical and removed a large amount of expenses from the budget. Mr. Nelson stated that he would be interested in knowing where the electrical reserve fund would be going and that he thought those funds could be used to lower the levy. Mr. Nelson also stated that he would like to know where all the funds of contract labor will be going with leasing the electrical. Mr. Nelson discussed when he was on City Council, they were presented with a sheet that had percentage formulas of what lowering the levy would look like from a budget standpoint. Mr. Nelson stated that with the property valuation continuing to increase the property taxes would also continue to increase without raising that tax rate. Mr. Nelson reminded the City Council members that are running again for the upcoming election, what lowering taxes looks like. Mr. Nelson closed his comments with the statement it takes seventy five percent of Council Member votes to pass the tax levy.

The City Administrator presented a description of the City Budget and the process. After meetings with the Capital Improvement Committee and the city staff recommendations, a list of proposed capital improvement items was put together for City Council members' review and discussion. Council Members discussed the amounts needed for each budget category to go along with the projects planned and needed. Council Members stated they do want to continue with the three percent increase in the operating costs for this next fiscal year. Council Members directed the City Administrator to present what lowering the levy five and ten percent would look like for the city budget. No action taken.

Adjournment

Motion by Council Member Meese and a second by Ziemann to adjourn the meeting at 9:17 pm. The following Council Members voted "YEA": Wagner, Ziemann, Kulwicki, Borchardt, Meese, and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Phil Goering

Jaala Johnson, CMC, City Clerk

**City Council Meeting July 23, 2024
Accounts Payable as of July 17, 2024**

Vendor	Memo	Open Balance	Check No.
All Copy Products	INV # AR4433482 Monthly Printing Services	\$222.67	34643
Andy's Truck & Auto Repair Inc.	Inv# 3354 - Replace Mower Tires and Lug Nuts	\$51.09	34644
Bizco Technologies	Windows Server & VMware Replacement & Upgrade (Quote ID: Biz155880) Parts Only City Council Approved 04.23.2024	\$7,350.00	34645
Bizco Technologies	Inv# 820908-AT - Bizsecure Monitoring Service, Proofpoint, Server Backup	\$5,082.75	34645
Black Dragon Fireworks	2024 Fireworks Deposit Refund	\$200.00	34646
Capital City	Inv #1859- Refuse and Recycling Monthly Service	\$127.82	34647
CarQuest (Advance Auto Parts	Inv# 501489-502015 - Belt & Air Filter Encore Mower, Blow Gun Extension 2 & 4ft	\$162.79	34648
Crazy Cracker, LLC	2024 Fireworks Deposit Refund	\$200.00	34649
Creative Sites, LLC	HACFF Main Park ADA Equipment Only (\$107,683.00 HACFF Contribution Received)	\$94,538.00	34650
Credit Bureau Services	Inv# 2095 - Quarterly Membership Credit Checks	\$45.00	34651
Farmers Cooperative	June 2024 Bulk Fuel	\$1,719.56	34652
FES, LLC (SOCS)	SOC Subscription 12 Months 07.2024-07.2025	\$3,500.00	34653
First State Bank	TIF Loan #70012706 - School House Project TIF	\$2,396.00	34641
Grainger	Inv# 9168595511 - Metal Plates & Stamps Street Light Marking	\$266.73	34654
Hawkins, Inc.	Inv# 6808182 Chlorine Cylinder	\$10.00	34655
Hickman True Value	Cleaning Supplies Bathroom, Toilet Handle & Repair Supplies, Mower Parts, Locktite	\$99.66	34669
Hobza Greg	Umpire Meal Reimbursement 6.14-6.16 & 6.21-6.23	\$62.00	1684
Hoffschneider Law, PC., LLO	Inv # 3997 - July 2024 Legal Monthly Service Agreement	\$2,105.00	34656
JEO Consulting Group, Inc.	Inv# 152401 - Project No. R230102- ArcGIS Online	\$825.00	34657
Jindra Irrigation	Inv# 6758 - Fall Shut Down Sprinklers Legion Field and Youth Field	\$185.00	34658
Kracklin Kirks Fireworks	July 2024 Fireworks Deposit Refund	\$200.00	34659
Lancaster County Sheriff's Office	Inv# C3515 - July 2024 Extra Duty	\$876.99	34660
Lancaster County Sheriff's Office	Inv# C3516- July Contractual Services	\$11,792.00	34660
Midwest Laboratories, Inc.	Inv# 1191717- Bottles for Wastewater Testing	\$35.92	34661
Murphy Tractor & Equipment Co.	JD Backhoe Repair AC Lines, Hydraulic Pump Repair, Changed Fluids & Filters	\$5,330.51	34662
Nebraska Power Review Board	2024 Annual Electric Assessment	\$242.07	34663
Norris Public Power	Acct# ***4782 June 2024 Wholesale	\$152,236.25	34664
Norris Public Power	Acct# 2375 - Utilities - Waste Water Trmt Plant, Sewer Dept. Water Plant & Wells, Water Dept.	\$6,969.32	34664
Transit Works	Inv# 152812 - Marking Flags, Red Paint, Blue Paint	\$279.40	34666
Vinton Enterprises	2024 Firework Stand Deposit Refund Request	\$200.00	34667
Voice News	June Publications	\$267.43	34668
TOTAL		\$297,578.96	

**City Council Meeting July 23, 2024
Accounts Payable as of July 17, 2024**

Vendor	Memo	Payment	Check No
Ameritas Life Ins., Corp.	Employee Pension Plan	\$4,253.44	ACH
ICMA Mission Square	Employee Retirement Contribution	\$656.22	ACH
IRS	Payroll Taxes 5/17/2024	\$8,365.28	EFTPS
Medica	Employee Premiums July 2024	\$8,424.32	ACH
Nebraska Department of Revenue	Nebraska and Local Sales and Use Tax Return - June 2024	\$16,241.82	ACH
Nebraska Department of Revenue	Quarterly Keno Tax	\$2,051.00	ACH
Office Depot/Office Max	Acctxxx0378 - Office Chair Replacement, Name Plaque	\$150.88	ACH
Payroll Distribution (Net Pay)	City Staff 7.12.2024	\$28,932.82	ACH
United Healthcare	Employee Premiums July 2024	\$587.30	ACH
UNUM	Employee Premiums August 2024	\$227.54	ACH

TOTAL **\$69,890.62**

TOTAL CLAIMS REPORT **\$367,469.58**

Reviewed and Approved on July 23, 2024

Mayor Phil Goering Council Member Ziemann

Council President Wagner Council Member Noren

Council Member Meese Council Member Borchardt

Council Member Kulwicki

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

Account #	Account Name	April 2024	May 2024	June 2024
	Cash on Hand	\$200.00	\$200.00	\$200.00
...8760	General Fund Checking	\$1,537,473.24	\$1,417,972.79	\$1,523,001.01
...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	\$4,870.33	\$4,870.33
...2843	Keno Revenue	\$123,668.84	\$125,593.35	\$121,551.41
...7578	Electrical Reserve (Baylor Heights Reserve)	\$74,242.89	\$74,258.65	\$74,272.89
...0938	TIF Account	\$630.84	\$630.84	\$630.84
...0863	Parks & Recreation Activities	\$53,950.83	\$53,715.46	\$46,135.46
...7420	Debt Service Reserve (CURR Series 2018 Bond Reserve)	\$157,163.90	\$157,297.38	\$157,418.05
...7479	Sewer Reserve Acct	\$60,805.76	\$60,818.67	\$60,830.33
...2883	CUR Revenue Series 2018 (Terrace View Reserve)	\$279,085.30	\$279,438.48	\$279,757.88
...4664	Street Sinking Fund	\$30,919.84	\$30,921.15	\$30,921.15
...5333	Sales Tax Revenues	\$1,253,222.29	\$1,309,170.74	\$1,367,509.11
...0215	GO Water Revenue 2023	\$564,650.49	\$565,600.03	\$566,459.12
...5-201	GO Sewer Revenue 2023	\$2,922,052.84	\$3,008,904.39	\$2,831,261.39
	Total Funds Available	\$7,080,080.85	\$7,107,435.72	\$7,082,862.43
...7404	Hickman Area Economic Dev. Association	\$87,309.13 **	\$31,576.73	\$34,576.73
	Total HAEDA Funds Available	\$87,309.13 **	\$31,576.73	\$34,576.73

**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 June 30, 2024**

Fiscal Year Completed:
75%

	June Receipts	June Expenditures	Expenditures to Date	Expenditures Budget	Budget Available	% of Budget Spent
GENERAL FUND	82,032.21	18,038.29	939,033.44	1,359,631.00	420,597.56	69.07%
STREET FUND	521.19	76,028.42	382,943.00	1,062,062.61	679,119.61	36.06%
WATER FUND	78,395.28	33,833.97	1,456,672.67	4,435,172.08	2,978,499.41	32.84%
ELECTRIC FUND	164,023.88	101,412.18	1,386,197.89	2,202,899.87	816,701.98	62.93%
SEWER FUND	84,883.39	485,256.01	2,388,900.11	4,840,037.81	2,451,137.70	49.36%
POLICE FUND	0.00	12,428.82	113,109.36	142,500.00	29,390.64	79.37%
PARK FUND	1,475.00	15,713.40	93,141.75	443,590.33	350,448.58	21.00%
TOTAL FUNDS	411,330.95	742,711.09	6,759,998.22	14,485,893.70	7,725,895.48	46.67%

	Principal Balances as of 10/01/23	June Expenditures	Loan Payments Budget Year	Expenditures Budget	Budget Available	% of Budget Spent
DEBT SERVICE						
2017 SEWER GO REFI	1,095,000.00		232,423.75	232,423.75	0.00	100.00%
2021 WATER GO REFI	1,125,000.00		148,802.50	148,802.50	0.00	100.00%
NDEE #317887 CLEAN WATER UV	418,015.36	22,447.77	44,946.56	44,946.56	0.00	100.00%
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	22,447.77	858,589.39	1,173,064.81	314,475.42	
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 7/8/2024	MONTHLY BILLING	REVENUE TO DATE	% of Budget Met	REVENUE BUDGET
ELECTRIC		161,297.21	1,272,985.02	73%	
WASTEWATER		70,455.56	625,488.00	76%	
WATER		74,882.06	475,357.25	68%	
Bulk Water Revenue Collected		98.00	2,302.00		
Total Water Revenue Collected		74,980.06	477,659.25		
MISC (ie: SERVICE CALL, RETURNED CHECK FEE)		1,055.22	2,965.60	-	
TOTAL UTILITIES		98.00	2,302.00		
TOTAL UTILITIES		382,866.11	2,859,059.12	87.25%	
CUSTOMER DEPOSITS	1-Jun 95,698.26	Monthly In/Out 850.00	31-June 96,548.26		

TOTAL SALES TAX (RESTRICTED FUNDS)

Register: 104.1 - Cash in Bank - SALES TAX REVENUE

Date	Number	Payee	Memo	Payment	Deposit	Balance
9/30/2022			FYE2022 Balance			\$930,940.53
10/21/2022			Aug 2022 Sales Tax Revenues		\$52,948.56	\$983,889.09
10/31/2022			Interest		\$1,008.27	\$984,897.36
11/18/2022			Remaining Oakview Park Expenses	\$210,917.09		\$773,980.27
11/22/2022			Sept 2022 Sales Tax Revenues		\$56,345.59	\$830,325.86
11/30/2022			Interest		\$935.35	\$831,261.21
12/6/2022			Transfer from KENO Acct for Oakview Park Expenses		\$50,000.00	\$881,261.21
12/22/2022			Oct 2022 Sales Tax Revenues		\$46,364.30	\$927,625.51
12/30/2022			Interest		\$911.13	\$928,536.64
1/23/2023			Nov 2022 Sales Tax Revenues		\$52,428.54	\$980,965.18
1/31/2023			Interest		\$1,033.73	\$981,998.91
2/22/2023			Dec 2022 Sales Tax Revenues		\$51,753.67	\$1,033,752.58
2/28/2023			Interest		\$1,138.13	\$1,034,890.71
3/1/2023			Transfer for Comm Center Bond Pmnts (8/21 to 2/23)	\$361,823.06		\$673,067.65
3/22/2023			Jan 2023 Sales Tax Revenues		\$44,803.71	\$717,871.36
3/31/2023			Interest		\$875.88	\$718,747.24
4/21/2023			Feb 2023 Sales Tax Revenues		\$46,736.91	\$765,484.15
4/28/2023			Interest		\$1,111.99	\$766,596.14
5/22/2023			Mar 2023 Sales Tax Revenues		\$48,903.44	\$815,499.58
5/31/2023			Interest		\$1,398.84	\$816,898.42
6/22/2023			Apr 2023 Sales Tax Revenues		\$46,483.73	\$863,382.15
6/30/2023			Interest		\$1,352.11	\$864,734.26
7/22/2023			May 2023 Sales Tax Revenues		\$57,315.40	\$922,049.66
7/31/2023			Interest		\$1,488.38	\$923,538.04
8/22/2023			June 2023 Sales Tax Revenues		\$52,992.94	\$976,530.98
8/31/2023			Interest		\$1,581.81	\$978,112.79
9/22/2023			July 2023 Sales Tax Revenues		\$59,798.12	\$1,037,910.91
9/30/2023			Interest		\$1,564.67	\$1,039,475.58
10/22/2023			August 2023 Sales Tax Revenues		\$55,196.73	\$1,094,672.31
10/31/2023			Interest		\$1,831.36	\$1,096,503.67
11/22/2023			September 2023 Sales Tax Revenues		\$43,000.26	\$1,139,503.93
11/30/2023			Interest		\$1,805.44	\$1,141,309.37
12/22/2023			October 2023 Sales Tax Revenues		\$52,905.79	\$1,194,215.16
12/31/2023			Interest		\$1,818.41	\$1,196,033.57
1/22/2024			November 2023 Sales Tax Revenues		\$51,142.60	\$1,247,176.17
1/31/2024			Interest		\$2,168.81	\$1,249,344.98
2/14/2024			Transfer to Community Centre Bond Pmt	\$147,713.75		\$1,101,631.23
2/20/2024			December 2023 Sales Tax Revenues		\$53,805.77	\$1,155,437.00
2/29/2024			Interest		\$1,860.55	\$1,157,297.55
3/22/2024			January 2024 Sales Tax Revenues		\$46,857.54	\$1,204,155.09
3/31/2024			Interest		\$1,840.94	\$1,205,996.03
4/22/2024			February 2024 Sales Tax Revenues		\$45,110.76	\$1,251,106.79
4/30/2024			Interest		\$2,115.50	\$1,253,222.29
5/22/2024			March 2024 Sales Tax Revenues		\$53,811.79	\$1,307,034.08
5/31/2024			Interest		\$2,136.66	\$1,309,170.74
6/21/2024			April 2024 Sales Tax Revenues		\$56,325.42	\$1,365,496.16
6/28/2024			Interest		\$2,012.95	\$1,367,509.11
						\$1,367,509.11
						\$1,367,509.11
						\$1,367,509.11
						\$1,367,509.11

Sales Tax - Annual Summary Comparisons

	SALES/USE TAX	USE TAX	MOTOR VEHICLES	REFUNDS TO TAXPAYERS	3% ADMIN FEE	TO CITY	NET AMOUNT	ANNUAL INCREASE	
FYE2024 TOTALS	\$366,182.84	\$4,267.60	\$102,043.04	-\$167.02	-\$14,169.80	\$458,156.66	\$458,156.66	\$11,388.21	1.86%
FYE2023 TOTALS	\$521,679.52	\$7,638.49	\$132,279.35	-\$28.22	-\$18,936.30	\$612,273.52	\$612,273.52	-\$16,884.43	-2.68%
FYE2022 TOTALS	\$519,855.89	\$10,880.13	\$117,880.42	\$0.00	-\$19,458.49	\$629,157.95	\$629,157.95	\$44,807.92	7.67%
FYE2021 TOTALS	\$474,119.39	\$13,059.40	\$115,347.32	-\$103.39	-\$18,072.69	\$584,350.03	\$584,350.03	\$140,202.98	31.57%
FYE2020 TOTALS	\$364,044.29	\$4,594.74	\$89,253.70	-\$9.18	-\$13,736.50	\$444,147.05	\$444,147.05	\$63,027.73	16.54%
FYE2019 TOTALS	\$301,530.81	\$5,930.17	\$85,449.37	-\$3.84	-\$11,787.19	\$381,119.32	\$381,119.32	\$48,025.78	14.42%
FYE2018 TOTALS	\$262,146.93	\$4,278.43	\$76,970.06	\$0.00	-\$10,301.88	\$333,093.54	\$333,093.54	\$20,383.00	6.52%
FYE2017 TOTALS	\$253,014.09	\$1,727.15	\$67,640.75	\$0.00	-\$9,671.45	\$312,710.54	\$312,710.54	\$45,951.77	17.23%
FYE2016 TOTALS	\$193,500.19	\$7,116.30	\$74,482.89	-\$90.35	-\$8,250.26	\$266,758.77	\$266,758.77		

NEBRASKA DEPARTMENT OF REVENUE

LOCAL OPTION SALES AND USE TAX

REMITTED TO CITIES

COLLECTION MONTH*	SALES/USE TAX	CONSUMERS USE TAX	SALES TAX ON MOTOR VEHICLES	CURRENT MONTH'S REFUNDS TO TAXPAYERS	3% ADMIN FEE	ALLOCATION TO CITY	*** SETTLEMENT AMOUNT	NEXT MONTH'S REFUNDS TO TAXPAYERS	** SETTLEMENT DATE
AUGUST	43,411.46	1,300.83	12,191.56	0.00	(1,707.12)	55,196.73	55,196.73	0.00	10.22.2023
SEPTEMBER	37,579.14	118.92	6,633.83	(1.72)	(1,329.91)	43,000.26	43,000.26	0.00	11.22.2023
OCTOBER	38,276.83	338.47	15,926.75	0.00	(1,636.26)	52,905.79	52,905.79	0.00	12.22.2023
NOVEMBER	43,174.76	572.31	8,977.50	(0.24)	(1,581.73)	51,142.60	51,142.60	(33.64)	01.22.2024
DECEMBER	46,148.08	1,101.83	8,253.60	(33.64)	(1,664.10)	53,805.77	53,805.77	(120.23)	2.20.2024
JANUARY	34,705.85	141.40	13,579.72	(120.23)	(1,449.20)	46,857.54	46,857.54	(11.19)	3.22.2024
FEBRUARY	37,306.76	116.60	9,093.77	(11.19)	(1,395.18)	45,110.76	45,110.76	0.00	4.22.2024
MARCH	39,902.80	446.95	15,126.32	0.00	(1,664.28)	53,811.79	53,811.79	0.00	5.22.2024
APRIL	45,677.16	130.29	12,259.99	0.00	(1,742.02)	56,325.42	56,325.42	0.00	
MAY						0.00		0.00	
JUNE						0.00		0.00	
JULY						0.00		0.00	
TOTALS	366,182.84	4,267.60	102,043.04	(167.02)	(14,169.80)	458,156.66	458,156.66	(165.06)	

* This is the tax month for which the local option sales and use tax was collected by retailers or paid by taxpayers.

**This is the date that payment will be electronically deposited into the bank account.

***This is the amount of the payment that will be received after refunds to taxpayers and administrative fees have been deducted.

TOTAL SALES TAX (RESTRICTED FUNDS)

Register: 104.1 - Cash in Bank - SALES TAX REVENUE

Date	Number	Payee	Memo	Payment	Deposit	Balance
9/22/2023			July 2023 Sales Tax Revenues		\$59,798.12	\$1,037,910.91
9/30/2023			Interest		\$1,564.67	\$1,039,475.58
10/22/2023			August 2023 Sales Tax Revenues		\$55,196.73	\$1,094,672.31
10/31/2023			Interest		\$1,831.36	\$1,096,503.67
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						\$1,367,509.11
						\$1,367,509.11
						\$1,367,509.11

Public Work & Parks Department Report

July 2024

Public Works

- 811 Locate Tickets
- Mowing
- Had the cleanup days July 8 and 9

Water & Wastewater

- Installed meters for new construction building permits
- Routine sampling
- Johnson Services videoed over 6000' of sewer main and is coming up with a list for lining.
- Lost the Submersible pump on well 3. Sargent Drilling has pulled the old one and video inspected the well. The screens were pretty plugged. They did the cleaning needed and replaced the column pipe.

Electric

- Schmader Electric finished the temp for Hickman Hills Apartments.
- Schmader Electric replaced/updated a pedestal for 433 Chestnut and 427 E 5th.
- Premier Power has fixed some of the street lights.
- Removed pole and trenched new wire in for lighting on new ADA play equipment.

Streets

- Trimmed trees

Parks

- Getting started with ADA equipment installation
- Scheduled for sprinklers on t-ball field mid Aug.
- In the process of forming Handicapped parking in park.

OPEN CODE VIOLATIONS REPORT

NEW VIOLATIONS

Updated July 19, 2024

Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
Goldenrod Lane	loose dogs	6/28/2024	Sheriff Deputy	7/18/2024	Action Complete	Report of dogs roaming loose and free to do their business in neighbor's yards. Also concern over the condition of one of the dogs. Sheriff given the complaint. No additional concerns were heard.
Alleys	tall weeds	7/8/2024	Property Owners	8/18/2024	in process	Complaint received regarding tall weeds in the alley adjacent to two different properties.
Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
City-wide Mowing	weeds taller than 10 inches	7/8/2024	Property Owner	8/18/2024	in process	Weeds taller than 10 inches on commercial and residential property. City Staff has been contacting owners. Update - Kristi Lane properties have been mowed.
218 Locust Street	tall weeds, litter, junk, and unlicensed	6/7/2024	Property Owner and Tenant	7/8/2024	Action Complete	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. On July 8, the tenant called and reported 6 trailer loads of scrap metal had been removed, trees and tall weeds were cut down, vehicle has been licensed, and he will continue cleaning up the property until it is 100% done. Staff viewed work continuing after the phone call was received and more loads of metal were removed.



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 July 18 th , 2024 - 11:30 AM
PROJECT #:	021-01497

- **Sign In** [See attached.](#)
- **Approval of Previous Meeting Minutes**
 - Progress Meeting Minutes June 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:
 - 07 41 00 Roofing Materials
 - Submittals Currently in for Review:
 - Any critical/short fuse items upcoming?

Contractor's Schedule Status Report

- Review of Work Progress since the last meeting:
 - Vertical walls of headworks poured.
 - Last few weeks dealing with flood issues off site.
- Anticipated Progress During Next Work Period
 - Scum line connection piping.
 - Masons on site towards end of August.
 - Roof of headworks.
 - Stoop on east side of headworks.
 - Painting on clarifier.
- Items Which May Impede Planned Progress
- Other Progress Discussion Items
 - Bar screen shipping mid August.

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. **Olsson to send formal response.**
- CPRs
 - Upcoming – Telescoping Valve Mounting
 - Future CPRs/COs to include the detailed breakdown as previously discussed.
- WCDs - This Period
- Change Orders – This Period
- **Pay Applications**
 - Pay Application 8 sent to City, will be on July 23rd Council Agenda, Olsson attending.
- **Next Progress Meeting**
 - Thursday, August 15th, 2024 @ 11:30 AM

**PUBLIC NOTICE
CITY OF HICKMAN, NEBRASKA
CITY COUNCIL MEETING**

Notice is hereby given the Hickman City Council will be holding a public hearing on Tuesday, July 23, 2024 during the Regular meeting beginning at 7:00 pm at the Hickman Community Center/City Hall 115 Locust Street, Room 128 Hickman, Nebraska

The purpose of the hearing is to provide an opportunity for Public Comment on the City of Hickman's acquisition of permanent utility easements for Hickman Hills Addition Lot 1.

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 1 OF "HICKMAN HILLS ADDITION" TO THE CITY OF HICKMAN, LANCASTER COUNTY NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTH CORNER OF SAID LOT 1, ALSO BEING THE SE CORNER OF "HICKMAN HILLS ADDITION" OUTLOT A; THENCE ON THE SOUTHERLY LINE OF SAID LOT 1, WITH AN ASSUMED BEARING OF S63°40'16"E, A DISTANCE OF 57.54 FEET TO A POINT ON A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 11°54'02", HAVING A RADIUS OF 622.96 FEET, AND WHOSE LONG CHORD BEARS S57°43'15"E TO A POINT ON A LINE; THENCE, N38°13'46"E FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. THENCE, N29°05'15"E FOR A DISTANCE OF 31.74 FEET TO A POINT ON A LINE; THENCE, S63°40'16"E FOR A DISTANCE OF 4.24 FEET TO A POINT ON A LINE; THENCE, N26°19'44"E FOR A DISTANCE OF 22.62 FEET TO A POINT ON A LINE; THENCE, S63°40'16"E FOR A DISTANCE OF 6.86 FEET TO A POINT ON A LINE; THENCE, S29°05'15"W FOR A DISTANCE OF 56.56 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 00°55'05", HAVING A RADIUS OF 632.96 FEET, AND WHOSE LONG CHORD BEARS N51°18'41"W FOR A DISTANCE OF 10.14 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 471 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

The City's acquisition of the above described real estate interests will benefit the City and promote the health and safety of its residents.

Jaala Johnson
City Clerk

**PUBLIC NOTICE
CITY OF HICKMAN, NEBRASKA
CITY COUNCIL MEETING**

Notice is hereby given the Hickman City Council will be holding a public hearing on Tuesday, July 23, 2024 during the Regular meeting beginning at 7:00 pm at the Hickman Community Center/City Hall 115 Locust Street, Room 128 Hickman, Nebraska

The purpose of the hearing is to provide an opportunity for Public Comment on the City of Hickman's acquisition of permanent utility easements for Hickman Hills 1st Addition Lot 1.

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 1 OF "HICKMAN HILLS 1ST ADDITION" TO THE CITY OF HICKMAN, LANCASTER COUNTY NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID LOT 1; THENCE ON THE NORTHERLY LINE OF SAID LOT 1, WITH AN ASSUMED BEARING OF S71°29'35"W, A DISTANCE OF 53.05 FEET TO A POINT ON A LINE; THENCE, S18°30'25"E, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING; THENCE, S08°22'40"W FOR A DISTANCE OF 189.26 FEET TO A POINT ON A LINE; THENCE S13°47'37"W A DISTANCE OF 83.45 FEET TO A POINT ON A LINE; THENCE, N63°40'16" W FOR A DISTANCE OF 10.24 FEET TO A POINT ON A LINE; THENCE, N13°47'37"E FOR A DISTANCE OF 80.75 FEET TO A POINT ON A LINE; THENCE, N08°22'40"E FOR A DISTANCE OF 180.77 FEET TO A POINT ON A LINE; THENCE, S48°39'44"W FOR A DISTANCE OF 120.95 FEET TO A POINT ON A LINE; THENCE, N18°30'25"W FOR A DISTANCE OF 10.85 FEET TO A POINT ON A LINE; THENCE, N48°39'44"E FOR A DISTANCE OF 99.76 FEET TO A POINT ON A LINE; THENCE, N71°29'35"E FOR A DISTANCE OF 32.08 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3,817 SQUARE FEET OR 0.088 ACRES, MORE OR LESS.

The City's acquisition of the above described real estate interests will benefit the City and promote the health and safety of its residents.

Jaala Johnson
City Clerk

**PUBLIC NOTICE
CITY OF HICKMAN, NEBRASKA
CITY COUNCIL MEETING**

Notice is hereby given the Hickman City Council will be holding a public hearing on Tuesday, July 23, 2024 during the Regular meeting beginning at 7:00 pm at the Hickman Community Center/City Hall 115 Locust Street, Room 128 Hickman, Nebraska

The purpose of the hearing is to provide an opportunity for Public Comment on the City of Hickman's acquisition of permanent utility easements for Hickman Hills 1st Addition Lot 1 and Outlot A

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 1 AND OUTLOT "A" OF "HICKMAN HILLS 1ST ADDITION" TO THE CITY OF HICKMAN, LANCASTER COUNTY NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID OUTLOT A; THENCE ON THE SOUTHERLY LINE OF SAID OUTLOT A, WITH AN ASSUMED BEARING OF S40°56'11"E, A DISTANCE OF 21.82 FEET TO A POINT ON A LINE; THENCE, N49°03'49"E, A DISTANCE OF 10.92 FEET TO THE POINT OF BEGINNING; THENCE, N71°29'35"E FOR A DISTANCE OF 22.70 FEET TO A POINT ON A LINE; THENCE, S82°21'56"E FOR A DISTANCE OF 100.70 FEET TO A POINT ON A LINE; THENCE, S18°30'25"E FOR A DISTANCE OF 11.14 FEET TO A POINT ON A LINE; THENCE N82°21'56"W A DISTANCE OF 125.99 FEET TO THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINS 1,133 SQUARE FEET OR 0.026 ACRES, MORE OR LESS.

The City's acquisition of the above described real estate interests will benefit the City and promote the health and safety of its residents.

Jaala Johnson
City Clerk

**RESOLUTION NO. 2024-09
CITY OF HICKMAN, NEBRASKA**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
HICKMAN, NEBRASKA AUTHORIZING THE ACQUISITION OF PERMANENT
EASEMENT ON REAL PROPERTY FOR USE BY THE CITY.**

Recitals

- A. Buel Properties, LLC, a Nebraska limited liability company, owns certain real property located in Hickman, Lancaster County and more particularly described as follows:

LOT 1 OF "HICKMAN HILLS ADDITION" TO THE CITY OF HICKMAN, LANCASTER COUNTY NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTH CORNER OF SAID LOT 1, ALSO BEING THE SE CORNER OF "HICKMAN HILLS ADDITION" OUTLOT A; THENCE ON THE SOUTHERLY LINE OF SAID LOT 1, WITH AN ASSUMED BEARING OF S63°40'16"E, A DISTANCE OF 57.54 FEET TO A POINT ON A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 11°54'02", HAVING A RADIUS OF 622.96 FEET, AND WHOSE LONG CHORD BEARS S57°43'15"E TO A POINT ON A LINE; THENCE, N38°13'46"E FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

THENCE, N29°05'15"E FOR A DISTANCE OF 31.74 FEET TO A POINT ON A LINE; THENCE, S63°40'16"E FOR A DISTANCE OF 4.24 FEET TO A POINT ON A LINE; THENCE, N26°19'44"E FOR A DISTANCE OF 22.62 FEET TO A POINT ON A LINE; THENCE, S63°40'16"E FOR A DISTANCE OF 6.86 FEET TO A POINT ON A LINE; THENCE, S29°05'15"W FOR A DISTANCE OF 56.56 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 00°55'05", HAVING A RADIUS OF 632.96 FEET, AND WHOSE LONG CHORD BEARS N51°18'41"W FOR A DISTANCE OF

10.14 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 471 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

- B. The City's permanent easement acquisition of the above-described real property for the purpose of the right to use, construct, build, maintain, and repair utilities, together with all appurtenances, which will benefit the City of Hickman for the purposes of, but not limited to, inspection, observation, measurement, repair, and maintenance of any portion of the electrical works lying within said easement.
- C. **Neb. Rev. Stat.** §18-1755 authorizes the City to acquire a permanent easement upon approval of the acquisition by action taken in a public meeting after notice.
- D. The City desires to acquire permanent easement on the real property and held the public meeting on July 23, 2024.

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

1. The City hereby approves the acquisition of permanent easement on real property

from Buel Properties, LLC, a Nebraska limited liability company, in accordance with the authority under Nebraska law and the Hickman Municipal Code.

2. The Mayor of the City is hereby authorized to execute and to take all actions necessary to effectuate the acquisition of permanent easement on real property from Buel Properties, LLC, a Nebraska limited liability company.

This has been approved as of the 23rd day of July, 2024.

CITY OF HICKMAN, NEBRASKA

By: _____
Phil Goering, Mayor

ATTEST: _____
Jaala Johnson, CMC, City Clerk

(Seal)

Return to:

*Kelly R. Hoffschneider, Attorney
1120 K Street, Suite 200
Lincoln, NE 68508*

PERMANENT UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That, **BUEL PROPERTIES, LLC**, a Nebraska limited liability company, herein called Grantor, the record owner of the real property hereinafter described, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby grant, convey, and relinquish unto the **CITY OF HICKMAN**, a Nebraska municipal corporation, its successors and assigns, herein called Grantee, a permanent utility easement with rights, privileges, and easement of right-of-way to place, lay, bury, construct, install, operate, repair, maintain, renew, rebuild, replace, upgrade, expand, relocate, and remove cables, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such utilities thereto belonging, in, on, over, under, through and across the following described real property, legally described as:

LOT 1 OF "HICKMAN HILLS ADDITION" TO THE CITY OF HICKMAN, LANCASTER COUNTY NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTH CORNER OF SAID LOT 1, ALSO BEING THE SE CORNER OF "HICKMAN HILLS ADDITION" OUTLOT A; THENCE ON THE SOUTHERLY LINE OF SAID LOT 1, WITH AN ASSUMED BEARING OF S63°40'16"E, A DISTANCE OF 57.54 FEET TO A POINT ON A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 11°54'02", HAVING A RADIUS OF 622.96 FEET, AND WHOSE LONG CHORD BEARS S57°43'15"E TO A POINT ON A LINE; THENCE, N38°13'46"E FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

THENCE, N29°05'15"E FOR A DISTANCE OF 31.74 FEET TO A POINT ON A LINE; THENCE, S63°40'16"E FOR A DISTANCE OF 4.24 FEET TO A POINT ON A LINE; THENCE, N26°19'44"E FOR A DISTANCE OF 22.62 FEET TO A POINT ON A LINE; THENCE, S63°40'16"E FOR A DISTANCE OF 6.86 FEET TO A POINT ON A LINE; THENCE, S29°05'15"W FOR A DISTANCE OF 56.56

FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 00°55'05", HAVING A RADIUS OF 632.96 FEET, AND WHOSE LONG CHORD BEARS N51°18'41"W FOR A DISTANCE OF 10.14 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 471 SQUARE FEET OR 0.011 ACRES, MORE OR LESS;

AND AS SET FORTH IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE;

TO HAVE AND TO HOLD UNTO the **CITY OF HICKMAN**, its successors and assigns, together with the right of reasonable ingress and egress to and from the Easement Area including the right to travel over any existing private roads of Grantor for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating, replacing, removing and enlarging said utilities and appurtenances thereto located thereon, in whole or in part, at the will of Grantee, it being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above-described property located in the Easement Area for any purpose, subject only to the right of Grantee to use the same for purposes herein expressed, and subject to any prior leases or easements of record heretofore granted to other parties.

Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Area necessary or appropriate for the enjoyment of this permanent easement. If Grantee's actions cause damage to any of Grantor's existing fences or other improvements which are within the Easement Area, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Area without the prior written consent of Grantee.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of this permanent easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Grantee's utility system.

This instrument, and the covenants and agreements herein contained, shall constitute covenants running with the land and shall inure to the benefit of and be binding and obligatory

upon the heirs, executors, administrators, successors, and assigns of the respective parties.

TO HAVE AND TO HOLD this permanent easement and the rights and privileges unto Grantee, its successors and assigns, in perpetuity or until such time as Grantee shall cause this permanent easement to be released of record.

IN WITNESS WHEREOF, the undersigned has executed this permanent easement this ____ day of July, 2024.

GRANTOR:

Travis Buel, Manager, Buel Properties,
LLC, a Nebraska limited liability company

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

Before me, a notary public qualified for said county, personally came **Travis Buel**, Manager, Buel Properties, LLC, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on July _____, 2024.

Notary Public

PERMANENT UTILITY EASEMENT

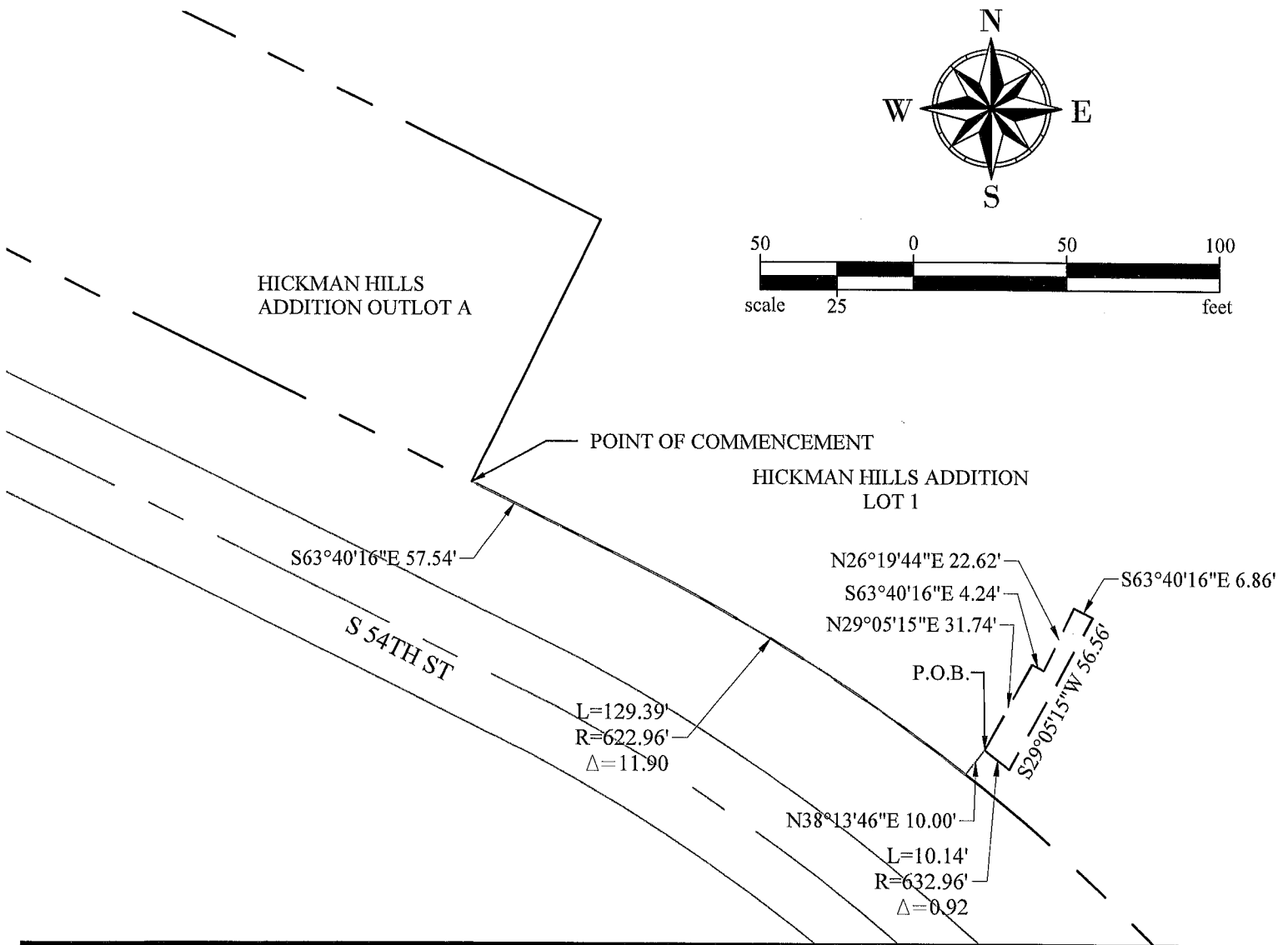
BOUNDARY DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 1 OF "HICKMAN HILLS ADDITION" TO THE CITY OF HICKMAN, LANCASTER COUNTY NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTH CORNER OF SAID LOT 1, ALSO BEING THE SE CORNER OF "HICKMAN HILLS ADDITION" OUTLOT A; THENCE ON THE SOUTHERLY LINE OF SAID LOT 1, WITH AN ASSUMED BEARING OF S63°40'16"E, A DISTANCE OF 57.54 FEET TO A POINT ON A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 11°54'02", HAVING A RADIUS OF 622.96 FEET, AND WHOSE LONG CHORD BEARS S57°43'15"E TO A POINT ON A LINE; THENCE, N38°13'46"E FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

THENCE, N29°05'15"E FOR A DISTANCE OF 31.74 FEET TO A POINT ON A LINE; THENCE, S63°40'16"E FOR A DISTANCE OF 4.24 FEET TO A POINT ON A LINE; THENCE, N26°19'44"E FOR A DISTANCE OF 22.62 FEET TO A POINT ON A LINE; THENCE, S63°40'16"E FOR A DISTANCE OF 6.86 FEET TO A POINT ON A LINE; THENCE, S29°05'15"W FOR A DISTANCE OF 56.56 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 00°55'05", HAVING A RADIUS OF 632.96 FEET, AND WHOSE LONG CHORD BEARS N51°18'41"W FOR A DISTANCE OF 10.14 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 471 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.



July 3, 2024

**RESOLUTION NO. 2024-10
CITY OF HICKMAN, NEBRASKA**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
HICKMAN, NEBRASKA AUTHORIZING THE ACQUISITION OF PERMANENT
EASEMENT ON REAL PROPERTY FOR USE BY THE CITY.**

Recitals

- A. Buel Properties, LLC, a Nebraska limited liability company, owns certain real property located in Hickman, Lancaster County and more particularly described as follows:

LOT 1 OF "HICKMAN HILLS 1ST ADDITION" TO THE CITY OF HICKMAN, LANCASTER COUNTY NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID LOT 1; THENCE ON THE NORTHERLY LINE OF SAID LOT 1, WITH AN ASSUMED BEARING OF S71°29'35"W, A DISTANCE OF 53.05 FEET TO A POINT ON A LINE; THENCE, S18°30'25"E, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING; THENCE, S08°22'40"W FOR A DISTANCE OF 189.26 FEET TO A POINT ON A LINE; THENCE S13°47'37"W A DISTANCE OF

76.74 FEET TO A POINT ON A LINE; THENCE, N76°12'23" W FOR A DISTANCE OF 10.00 FEET TO A POINT ON A LINE;

THENCE, N13°47'37"E FOR A DISTANCE OF 76.27 FEET TO A POINT ON A LINE; THENCE, N08°22'40"E FOR A DISTANCE OF 180.77 FEET TO A POINT ON A LINE; THENCE, S48°39'44"W FOR A DISTANCE OF 113.75 FEET TO A POINT ON A LINE; THENCE, N41°20'16"W FOR A DISTANCE OF 10.00 FEET TO A POINT ON A LINE; THENCE, N48°39'44"E FOR A DISTANCE OF 96.77 FEET TO A POINT ON A LINE; THENCE, N71°29'35"E FOR A DISTANCE OF 32.08 FEET TO THE POINT OF

BEGINNING.

SAID TRACT OF LAND CONTAINS 3,710 SQUARE FEET OR 0.085 ACRES, MORE OR LESS.

- B. The City's permanent easement acquisition of the above-described real property for the purpose of the right to use, construct, build, maintain, and repair utilities, together with all appurtenances, which will benefit the City of Hickman for the purposes of, but not limited to, inspection, observation, measurement, repair, and maintenance of any portion of the electrical works lying within said easement.
- C. **Neb. Rev. Stat.** §18-1755 authorizes the City to acquire a permanent easement upon approval of the acquisition by action taken in a public meeting after notice.
- D. The City desires to acquire permanent easement on the real property and held the public meeting on July 23, 2024.

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

1. The City hereby approves the acquisition of permanent easement on real property from Buel Properties, LLC, a Nebraska limited liability company, in accordance with the

authority under Nebraska law and the Hickman Municipal Code.

2. The Mayor of the City is hereby authorized to execute and to take all actions necessary to effectuate the acquisition of permanent easement on real property from Buel Properties, LLC, a Nebraska limited liability company.

This has been approved as of the 23rd day of July, 2024.

CITY OF HICKMAN, NEBRASKA

By: _____
Phil Goering, Mayor

ATTEST: _____
Jaala Johnson, CMC, City Clerk

(Seal)

Return to:
Kelly R. Hoffschneider, Attorney
1120 K Street, Suite 200
Lincoln, NE 68508

PERMANENT UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That, **BUEL PROPERTIES, LLC**, a Nebraska limited liability company, herein called Grantor, the record owner of the real property hereinafter described, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby grant, convey, and relinquish unto the **CITY OF HICKMAN**, a Nebraska municipal corporation, its successors and assigns, herein called Grantee, a permanent utility easement with rights, privileges, and easement of right-of-way to place, lay, bury, construct, install, operate, repair, maintain, renew, rebuild, replace, upgrade, expand, relocate, and remove cables, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such utilities thereto belonging, in, on, over, under, through and across the following described real property, legally described as:

LOT 1 OF "HICKMAN HILLS 1ST ADDITION" TO THE CITY OF HICKMAN, LANCASTER COUNTY NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID LOT 1; THENCE ON THE NORTHERLY LINE OF SAID LOT 1, WITH AN ASSUMED BEARING OF S71°29'35"W, A DISTANCE OF 53.05 FEET TO A POINT ON A LINE; THENCE, S18°30'25"E, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING;

THENCE, S08°22'40"W FOR A DISTANCE OF 189.26 FEET TO A POINT ON A LINE; THENCE S13°47'37"W A DISTANCE OF

76.74 FEET TO A POINT ON A LINE; THENCE, N76°12'23" W FOR A DISTANCE OF 10.00 FEET TO A POINT ON A LINE;

THENCE, N13°47'37"E FOR A DISTANCE OF 76.27 FEET TO A POINT ON A LINE; THENCE, N08°22'40"E FOR A DISTANCE OF 180.77 FEET TO A POINT ON A LINE; THENCE, S48°39'44"W FOR A DISTANCE OF 113.75 FEET TO A POINT ON A LINE; THENCE, N41°20'16"W FOR A DISTANCE

OF 10.00 FEET TO A POINT ON A LINE; THENCE, N48°39'44"E FOR A DISTANCE OF 96.77 FEET TO A POINT ON A LINE; THENCE, N71°29'35"E FOR A DISTANCE OF 32.08 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3,710 SQUARE FEET OR 0.085 ACRES, MORE OR LESS;

AND AS SET FORTH IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE;

TO HAVE AND TO HOLD UNTO the **CITY OF HICKMAN**, its successors and assigns, together with the right of reasonable ingress and egress to and from the Easement Area including the right to travel over any existing private roads of Grantor for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating, replacing, removing and enlarging said utilities and appurtenances thereto located thereon, in whole or in part, at the will of Grantee, it being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above-described property located in the Easement Area for any purpose, subject only to the right of Grantee to use the same for purposes herein expressed, and subject to any prior leases or easements of record heretofore granted to other parties.

Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Area necessary or appropriate for the enjoyment of this permanent easement. If Grantee's actions cause damage to any of Grantor's existing fences or other improvements which are within the Easement Area, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Area without the prior written consent of Grantee.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of this permanent easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Grantee's utility system.

This instrument, and the covenants and agreements herein contained, shall constitute covenants running with the land and shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

TO HAVE AND TO HOLD this permanent easement and the rights and privileges unto Grantee, its successors and assigns, in perpetuity or until such time as Grantee shall cause this permanent easement to be released of record.

IN WITNESS WHEREOF, the undersigned has executed this permanent easement this ____ day of July, 2024.

GRANTOR:

Travis Buel, Manager, Buel Properties,
LLC, a Nebraska limited liability company

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

Before me, a notary public qualified for said county, personally came **Travis Buel**, Manager, Buel Properties, LLC, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on July _____, 2024.

Notary Public

PERMANENT UTILITY EASEMENT

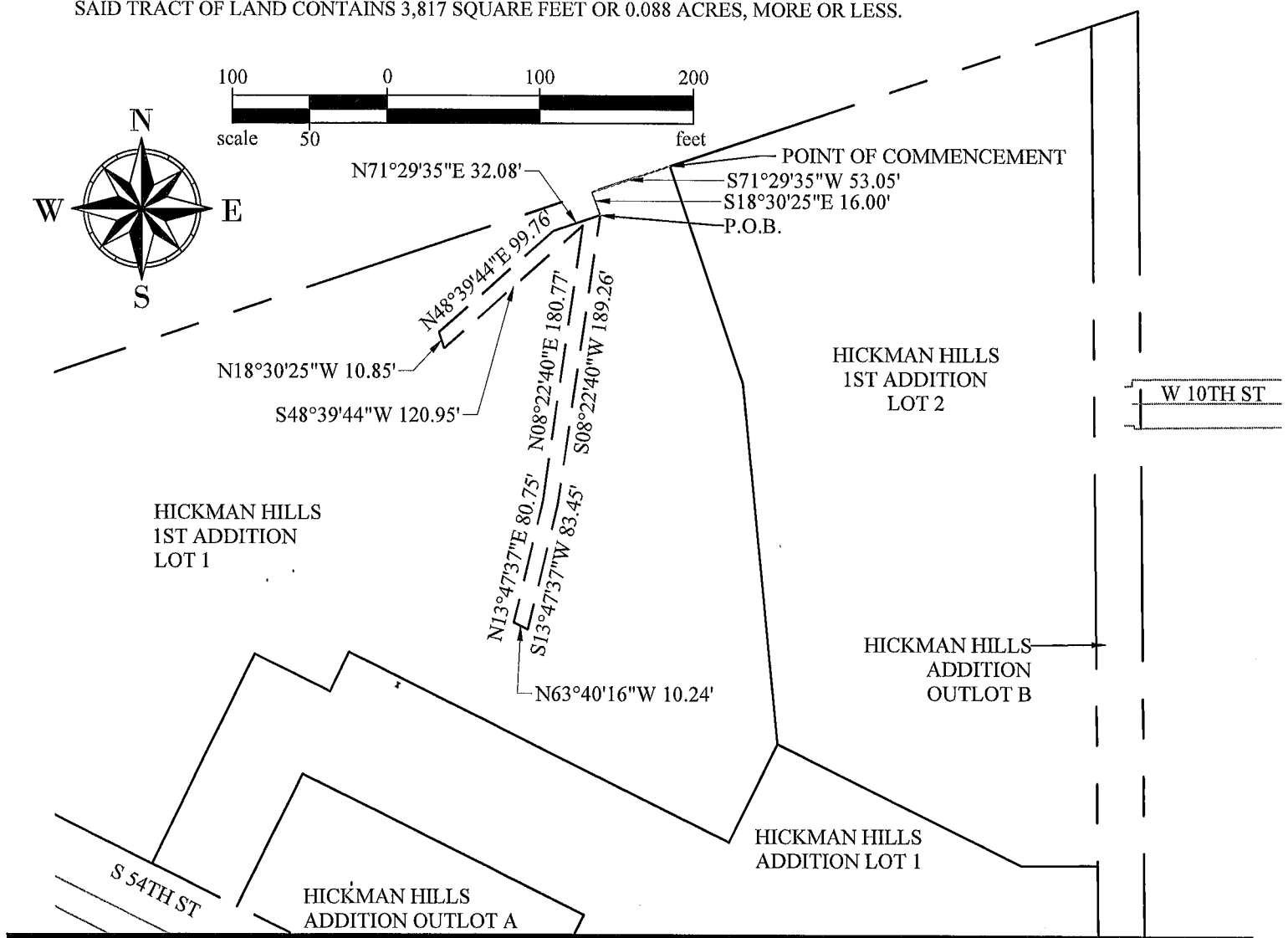
BOUNDARY DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 1 OF "HICKMAN HILLS 1ST ADDITION" TO THE CITY OF HICKMAN, LANCASTER COUNTY NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID LOT 1; THENCE ON THE NORTHERLY LINE OF SAID LOT 1, WITH AN ASSUMED BEARING OF S71°29'35"W, A DISTANCE OF 53.05 FEET TO A POINT ON A LINE; THENCE, S18°30'25"E, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING;

THENCE, S08°22'40"W FOR A DISTANCE OF 189.26 FEET TO A POINT ON A LINE; THENCE S13°47'37"W A DISTANCE OF 83.45 FEET TO A POINT ON A LINE; THENCE, N63°40'16" W FOR A DISTANCE OF 10.24 FEET TO A POINT ON A LINE; THENCE, N13°47'37"E FOR A DISTANCE OF 80.75 FEET TO A POINT ON A LINE; THENCE, N08°22'40"E FOR A DISTANCE OF 180.77 FEET TO A POINT ON A LINE; THENCE, S48°39'44"W FOR A DISTANCE OF 120.95 FEET TO A POINT ON A LINE; THENCE, N18°30'25"W FOR A DISTANCE OF 10.85 FEET TO A POINT ON A LINE; THENCE, N48°39'44"E FOR A DISTANCE OF 99.76 FEET TO A POINT ON A LINE; THENCE, N71°29'35"E FOR A DISTANCE OF 32.08 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3,817 SQUARE FEET OR 0.088 ACRES, MORE OR LESS.



July 3, 2024

**RESOLUTION NO. 2024-11
CITY OF HICKMAN, NEBRASKA**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
HICKMAN, NEBRASKA AUTHORIZING THE ACQUISITION OF PERMANENT
EASEMENT ON REAL PROPERTY FOR USE BY THE CITY.**

Recitals

- A. Buel Properties, LLC, a Nebraska limited liability company, owns certain real property located in Hickman, Lancaster County and more particularly described as follows:

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 1 AND OUTLOT "A" OF "HICKMAN HILLS 1ST ADDITION" TO THE CITY OF HICKMAN, LANCASTER COUNTY NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID OUTLOT A; THENCE ON THE SOUTHERLY LINE OF SAID OUTLOT A, WITH AN ASSUMED BEARING OF S40°56'11"E, A DISTANCE OF 21.82 FEET TO A POINT ON A LINE; THENCE, N49°03'49"E, A DISTANCE OF 10.92 FEET TO THE POINT OF BEGINNING;

THENCE, N71°29'35"E FOR A DISTANCE OF 22.70 FEET TO A POINT ON A LINE; THENCE, S82°21'56"E FOR A DISTANCE OF 89.56 FEET TO A POINT ON A LINE; THENCE, S07°38'04"W FOR A DISTANCE OF 10.00 FEET TO A POINT ON A LINE; THENCE N82°21'56"W A DISTANCE OF 109.94 FEET TO THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINS 998 SQUARE FEET OR 0.023 ACRES, MORE OR LESS.

- B. The City's permanent easement acquisition of the above-described real property for the purpose of the right to use, construct, build, maintain, and repair utilities, together with all appurtenances, which will benefit the City of Hickman for the purposes of, but not limited to, inspection, observation, measurement, repair, and maintenance of any portion of the electrical works lying within said easement.
- C. **Neb. Rev. Stat.** §18-1755 authorizes the City to acquire a permanent easement upon approval of the acquisition by action taken in a public meeting after notice.
- D. The City desires to acquire permanent easement on the real property and held the public meeting on July 23, 2024.

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

1. The City hereby approves the acquisition of permanent easement on real property from Buel Properties, LLC, a Nebraska limited liability company, in accordance with the authority under Nebraska law and the Hickman Municipal Code.
2. The Mayor of the City is hereby authorized to execute and to take all actions necessary to effectuate the acquisition of permanent easement on real property from Buel Properties, LLC, a Nebraska limited liability company.

This has been approved as of the 23rd day of July, 2024.

CITY OF HICKMAN, NEBRASKA

By: _____
Phil Goering, Mayor

ATTEST: _____
Jaala Johnson, CMC, City Clerk

(Seal)

Return to:
Kelly R. Hoffschneider, Attorney
1120 K Street, Suite 200
Lincoln, NE 68508

PERMANENT UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That, **BUEL PROPERTIES, LLC**, a Nebraska limited liability company, herein called Grantor, the record owner of the real property hereinafter described, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby grant, convey, and relinquish unto the **CITY OF HICKMAN**, a Nebraska municipal corporation, its successors and assigns, herein called Grantee, a permanent utility easement with rights, privileges, and easement of right-of-way to place, lay, bury, construct, install, operate, repair, maintain, renew, rebuild, replace, upgrade, expand, relocate, and remove cables, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such utilities thereto belonging, in, on, over, under, through and across the following described real property, legally described as:

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 1 AND OUTLOT "A" OF "HICKMAN HILLS 1ST ADDITION" TO THE CITY OF HICKMAN, LANCASTER COUNTY NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID OUTLOT A; THENCE ON THE SOUTHERLY LINE OF SAID OUTLOT A, WITH AN ASSUMED BEARING OF S40°56'11"E, A DISTANCE OF 21.82 FEET TO A POINT ON A LINE; THENCE, N49°03'49"E, A DISTANCE OF 10.92 FEET TO THE POINT OF BEGINNING;

THENCE, N71°29'35"E FOR A DISTANCE OF 22.70 FEET TO A POINT ON A LINE; THENCE, S82°21'56"E FOR A DISTANCE OF 89.56 FEET TO A POINT ON A LINE; THENCE, S07°38'04"W FOR A DISTANCE OF 10.00 FEET TO A POINT ON A LINE; THENCE N82°21'56"W A DISTANCE OF 109.94 FEET TO THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINS 998 SQUARE FEET OR 0.023 ACRES, MORE OR LESS;

AND AS SET FORTH IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE;

TO HAVE AND TO HOLD UNTO the **CITY OF HICKMAN**, its successors and assigns, together with the right of reasonable ingress and egress to and from the Easement Area including the right to travel over any existing private roads of Grantor for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating, replacing, removing and enlarging said utilities and appurtenances thereto located thereon, in whole or in part, at the will of Grantee, it being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above-described property located in the Easement Area for any purpose, subject only to the right of Grantee to use the same for purposes herein expressed, and subject to any prior leases or easements of record heretofore granted to other parties.

Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Area necessary or appropriate for the enjoyment of this permanent easement. If Grantee's actions cause damage to any of Grantor's existing fences or other improvements which are within the Easement Area, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Area without the prior written consent of Grantee.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of this permanent easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Grantee's utility system.

This instrument, and the covenants and agreements herein contained, shall constitute covenants running with the land and shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

TO HAVE AND TO HOLD this permanent easement and the rights and privileges unto Grantee, its successors and assigns, in perpetuity or until such time as Grantee shall cause this permanent easement to be released of record.

IN WITNESS WHEREOF, the undersigned has executed this permanent easement this _____ day of July, 2024.

GRANTOR:

Travis Buel, Manager, Buel Properties,
LLC, a Nebraska limited liability company

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

Before me, a notary public qualified for said county, personally came **Travis Buel**, Manager, Buel Properties, LLC, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on July _____, 2024.

Notary Public

PERMANENT UTILITY EASEMENT

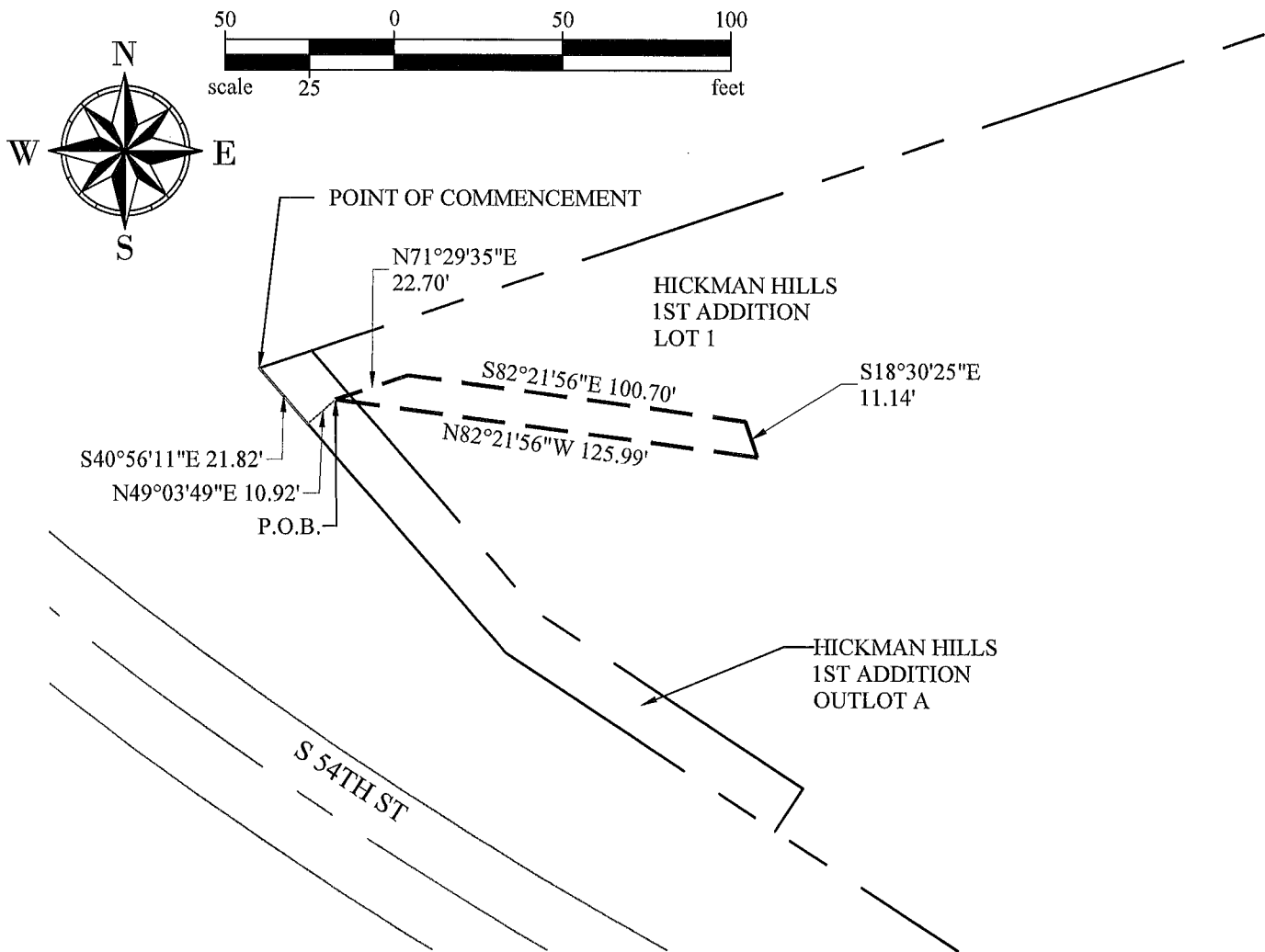
BOUNDARY DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 1 AND OUTLOT "A" OF "HICKMAN HILLS 1ST ADDITION" TO THE CITY OF HICKMAN, LANCASTER COUNTY NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID OUTLOT A; THENCE ON THE SOUTHERLY LINE OF SAID OUTLOT A, WITH AN ASSUMED BEARING OF S40°56'11"E, A DISTANCE OF 21.82 FEET TO A POINT ON A LINE; THENCE, N49°03'49"E, A DISTANCE OF 10.92 FEET TO THE POINT OF BEGINNING;

THENCE, N71°29'35"E FOR A DISTANCE OF 22.70 FEET TO A POINT ON A LINE; THENCE, S82°21'56"E FOR A DISTANCE OF 100.70 FEET TO A POINT ON A LINE; THENCE, S18°30'25"E FOR A DISTANCE OF 11.14 FEET TO A POINT ON A LINE; THENCE N82°21'56"W A DISTANCE OF 125.99 FEET TO THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINS 1,133 SQUARE FEET OR 0.026 ACRES, MORE OR LESS.



July 3, 2024

CERTIFICATE OF PAYMENT: 8



Date of Issuance: July 16, 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: \$ 1,865,182.86

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	\$ 1,865,182.86
Less retainage percentage 5%	\$ 93,259.14
Net amount due including this estimate	\$ 1,771,923.72

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	\$411,154.00	No. 8		No. 9	

Total Previous Estimates: \$1,675,023.72

NET AMOUNT DUE THIS ESTIMATE: \$ 96,900.00

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. 8

To (Owner):	City of Hickman	Application Period:	6/1/2024	6/30/2024	Application Date:	7/10/2024
Contractor	Neuvirth Construction Inc	PROJECT NAME			Invoice Number	1423 8
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)	\$ \$ 1,865,182.86
5. RETAINAGE:	
a. 5% <input checked="" type="checkbox"/> Override Work Completed	\$ \$ 5,100.00
b. 5% <input checked="" type="checkbox"/> Override Stored Materials	\$ \$ -
c. Retainage (Line 5a + Line 5b)	\$ \$ 5,100.00
d. Previous retainage	\$ \$ 88,159.14
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c-Line 5d)	\$ \$ 1,771,923.72
7. LESS PREVIOUS PAYMENTS	\$ \$ 1,675,023.72
8. AMOUNT DUE THIS APPLICATION	\$ \$ 96,900.00
9. BALANCE TO FINISH (Column O on Progress Estimate)	\$ \$ 2,310,741.85
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: 2024.07.10 11:02:02-05'00'

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

8

Job Name		Hickman WWTP				Invoice Number:		1423 8		Neuvirth Construction Inc					
Application Date		7/10/2024				Application Period:		6/1/2024	6/30/2024						
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	\$ 214,974.00	\$ -	0.00		\$ -	\$ 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	\$ 430,000.00	\$ -	0.15	\$ 85,000.00	\$ -	\$ 515,000.00	90.06%	\$ 56,834.48	\$ -	
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	\$ 100,000.00	\$ -	0.00		\$ -	\$ 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	\$ -	0.58	\$ 17,000.00	\$ -	\$ 24,273.78	83.43%	\$ 4,821.37	\$ -	
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	\$ 40,000.00	\$ -	0.00		\$ -	\$ 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	\$ 13,000.00	\$ -	0.00		\$ -	\$ 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	\$ 39,819.68	\$ -	0.00		\$ -	\$ 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	\$ -	
	Additional Handrail	0	0.00	\$ -	\$ -	\$ -	\$ -	0		\$ -	\$ -	0	\$ -	\$ -	
		Original Contract Total				\$ 3,966,900.00	\$ 1,763,182.86		//////////	\$ 102,000.00	\$ -	\$ 1,865,182.86	47.02%	\$ 2,305,641.85	\$ -
		Net Increase/Decrease Total				\$ -									
		C/O Total				\$ 203,924.71									



July 17, 2024

City of Hickman, NE
Attn: Kelly Oelke
115 Locust Street
Hickman, Nebraska 68372

Re: Hickman Buel Ph III Apt Complex Power
Hickman, Nebraska - 2024
Olsson Project 023-07376

Mrs. or Miss Oelke,

Bids for the above referenced project were received and opened on July 11, 2024. A total of one bid were submitted and have been reviewed.

After review of the bids, it is our recommendation that Notice of Award be given to the apparent low bidder, Schmader Electric Const. Co. Inc., in the contract amount of \$62,900. Upon your approval, we will commence with the processing of the contract for the project.

Please do not hesitate to call with any questions, comments, or if any further information or documentation is required.

Sincerely,

A handwritten signature in black ink, appearing to read "W Neely". The signature is fluid and cursive, with a large initial "W" and a long, sweeping underline.

Wade Neely