

City Council Regular Meeting
Tuesday, October 8, 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 September 24, 2024 City Council Meeting Minutes

5.B. Approval of September 30, 2024 City Council Special Meeting Minutes

- 5.C. Claims and Accounts Payable Report
6. Proclamations, Presentations, Appointments, Affirmations & Introductions
 - 6.A. Oath of Office, Michele Lincoln, City Clerk
 - 6.B. Presentation of Cloud SCADA Services vs On Premise Solution for Water and Wastewater Treatment Plants and Cyber Protect Proposal
7. Reports
 - 7.A. Planning Commission Report
 - 7.B. Lancaster County Sheriff's Office Report
 - 7.C. Community Center Report
8. Public Hearings - None
9. Unfinished Business
 - 9.A. Ordinance 2024-08, Broadband Franchise Agreement with ALLO Communications, LLC (Second Reading)
10. New Business
 - 10.A. Lengemann & Associates, PC Audit Scope and Objectives Engagement Agreement for Fiscal Year Ending September 24, 2024, in the amount of \$29,600. (Coincides with Five Year Agreement for Annual Audit Services Approved on March 12, 2024)
 - 10.B. Ordinance 2024-10, Adoption of 2023 National Electrical Code
 - 10.C. Ordinance 2024-11, Setting the Wages & Salaries of Non-Bargaining Unit Employees of the City of Hickman (Amending ORD2024-07, Exhibit A)
11. City Administrator's Report
12. Governing Body Comments & Council Correspondence
 - 12.A. 17th Annual Trick or Treat on the Trail Event, October 24, 2024 from 6pm to 8pm
13. Meeting Adjournment

MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD SEPTEMBER 24, 2024

Mayor Phil Goering called the meeting to order at 7:00 pm on September 24, 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 Doug Wagner, Tina 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.

Mayor Communications – None

Consent Agenda

The Mayor presented and discussed the September 10, 2024, Meeting Minutes. The City Treasurer discussed the line-item content of Claims and Accounts Payable Report with the Governing Body. The City Treasurer presented the Statement of Accounts and Budget Report as of August 31, 2024. The City Treasurer presented the Monthly City Sales Tax Report. Motion by Council Member Noren and a second by Ziemann to approve the consent agenda. The following Council Members voted “YEA”: Wagner, Ziemann, Kulwicki, Borchardt, Meese and Noren. The following Council Members voted “NAY”: None. Motion passed 6-0.

Proclamations, Presentations, Appointments, Affirmations & Introductions

Presentation of 2024 Cost of Service and Rate Study Designs for the City of Hickman Water and Wastewater Utilities by JK Energy Consulting, LLC by Mr. John Krajewski. Mr. Krajewski reviewed the financial performance of the utility. He analyzes utility rates by looking at the capital improvement plan for long-term growth and to adequately reflect the cost of service. Their recommendation is to fund the FY 2027 deficient by making a series of smaller increases over time. This would increase base utility water rates by six percent FY 2025, which is equivalent to an average of \$3.50 per month per residential customer and again six percent in the next fiscal year. Then re-evaluate for a potential third increase by FY 2027 to fund the future projects in the capital improvement plan. The growth and the need to serve new customers is the driving factor in the increase. By getting the first two rate increases in place it will help fund the new projects. More sales units will be added but you may spend a large amount in two or three years from now to serve customers for the next twenty-five years. He stated you will have more revenue come in in the future to offset this, but at least initially to borrow money for the projects, you will need to make sure the rates are adequate to cover the cost.

He noted the upgrades to the wastewater treatment plant currently in process and future water plans account on a cash basis, a \$150,000 deficient increasing to \$287,000 in the next three years. For sewer rates, he recommended an increase of five percent in FY 2025 and five percent in FY 2026. Some of this is based on existing debt and the rest on the future capital project for the water plant. He noted the commercial business usage is uniform as we do not have a big user of the utilities, no packing plants or chemical plants, so they remain comparable to residential use. The five percent base utility sewer rate increase is equivalent to an average of \$3.00 per month per customer. Council Members Meese and Borchardt asked questions about the definition of the average residential unit and if they looked at other ways of increasing the

rate base on usage blocks instead of a blanket increase. Mr. Krajewski explained there is a disparity between a single 800 square foot lot with little yard versus a larger home with a 10,000 square foot lot. He noted there are other tiered systems available, however, there is a line when increases can be considered punitive, and he has been an expert witness in those cases and based on the marginal rate and the cost to produce the next unit of water based on the pipes, the water treatment plant, and all of that, it is sufficient to send a signal without being punitive. He stated the cost is above your marginal costs, and if people use a little more at the rate you will be charging that will help long term with your revenues and make sure you have adequate funding for your debt services. Presentation for information and no action was taken at this time.

Reports

The City Public Works Director presented the Public Works Report. The Mayor invited Michelle Hamouz to speak on the registered agenda topic speaker card she gave to the recording clerk. She noted on the August 13, 2024, meeting that the council made a motion to table the alley vacation request to the September 24, 2024, meeting and she didn't see it on the agenda as unfinished business. She was curious if a decision had already been made. Mayor Goering said a decision has not been made and he would talk with the City Administrator and put it on a future agenda. The Public Works Director noted they have gotten a survey done and a price for rock and tree removal. Mayor Goering said the City Administrator would reach out to her when it is going to be on the agenda. Ms. Hamouz thanked the public works department for putting the door-to-door notice of the power outage on October 1st as the elderly neighbors may have not access to computers or the internet and would not have known otherwise. She thanked the council members that came to visit their beautiful alley between Maple and Main, 6th and 7th Streets. The Zoning Enforcement Officer presented the City Code Violations Report. Wastewater Treatment Plant Improvement Project Update. Motion by Council Member Noren and a second by Wagner to approve the Reports as given. The following Council Members voted "YEA": Wagner, Ziemann, Kulwicki, Borchardt, Meese and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

Public Hearings - None

The Mayor opened the public hearing at 7:45 pm to provide an opportunity for Public Comment on a request from SWG4, LLC for a Change of Zone from current Transitional Agricultural District (TA-1) to Medium Density Residential District (R-2). Property legally described as Etmund Estates 1st Addition, Lot 1, Parcel ID: 1528202001000, Hickman, NE 68372; generally known as west of S. 68th Street and north of Hickman Road. Speaking in support of the change of zone was Mr. Mike Eckert of Civil Design Group. He noted it is consistent with the comprehensive plan containing single family attached and single family detached residential homes. No additional comments were heard. Motion by Council Member Ziemann to close the public hearing at 7:47 pm and seconded by Meese. The following Council Members voted "YEA": Wagner, Ziemann, Kulwicki, Borchardt, Meese and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

The Mayor opened the public hearing at 7:48 pm to provide an opportunity for the Public to comment on a preliminary plat called Etmund Estates 2nd Addition. This request is from Civil Design Group, Inc., on behalf of SWG4 LLC. The Preliminary Plat includes 82 medium density residential lots in the NW quadrant of Hickman's ETJ on 23.88 acres. Property legally described as Etmund Estates 1st Addition, Lot 1, Parcel ID: 1528202001000, Hickman, NE 68372; generally

known as west of S. 68th Street and north of Hickman Road. Speaking in support of the change of zone was Mr. Mike Eckert of Civil Design Group. He noted the size of the stormwater detention cell also provides storage for the adjacent commercially zoned property to the east. He has communicated with the City Engineer on the plan for the profiles for the future connecting streets. No additional comments were heard. Motion by Council Member Wagner to close the public hearing at 7:50 pm and seconded by Ziemann. The following Council Members voted "YEA": Wagner, Ziemann, Kulwicki, Borchardt, Meese and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

Unfinished Business – None

New Business

Mayor Goering moved to agenda item 10.C and introduced Ordinance 2024-08, Broadband Franchise Agreement with ALLO Communications, LLC. Mr. Dave Miller, general manager for ALLO gave a PowerPoint presentation on the benefits of ALLO and their proposal to enter into a cable franchise agreement with the City of Hickman. Mr. Miller noted they are known as a competitive fiber to the premise provider. It means when they come into the community, they do a ubiquitous fiber build and will pass every resident, business, school, government entity and non-profit entity within the city limits. The company has a 21-year history with 185,000 customers and 1800 employees. The Lancaster County conduit project where 175 miles of conduit was laid through the county has allowed ALLO to serve small villages and residents in Kramer, Hallam, Sprague, and Martell. The goal is to make Lancaster County the most connected county in the state. Mr. Miller spoke on their four core values: honest, exceptional, local, and hassle-free. ALLO is ranked #3 in Consumer Reports national rating and the #1 commercially owned internet provider in the nation. ALLO will offer residential homes with fiber optic internet, phone and television. The fiber optic internet will offer a symmetric speed for both download and upload which benefits students and work from home individuals who need to upload large files. Outdoor wi-fi will, local channel lineups, wireless set-top boxes, and the ability to keep your same phone number will be available. For commercial business they offer cyber security technology solutions and nex-gen firewalls. ALLO's newest initiative is Smart Life and as more people in Hickman subscribe, it will allow people to get connected and stay connected as they walk and can stream continuously. Also, Smart Education is a new initiative they are working on and the goal is allow students to travel throughout the state and get connected to other schools on their network. The timeline of the buildout will be in a grid system containing roughly 800 roof tops and about three grids in Hickman. It takes about 90-120 days to safely finish one grid.

The Mayor stated the City Attorney has looked over the ordinance and is fine with it. Council Member Wagner asked if the lines would be bored underground. Mr. Ed Jarrett, Senior Manager of Plant Operations for ALLO, stated they will build the main line through the open rights-of-way and utility easements and will not build them to the home until you order service. Then the field operations team will build from the main line to the house. Council Member Wagner asked what the depth of the line to the house would be, Mr. Jarrett said typically 10-12 inches with no shallower than 8 inches. Mayor Goering stated it would be plowed in. Mr. Jarrett confirmed the line typically is plowed in unless there is a feature and a recommendation for a bore and then they would have a contractor bore it in. Council Member Wagner asked if they would talk to the homeowner about where their underground sprinkler lines are in the yard. Mr. Jarrett confirmed it is one of the requirements of the homeowner when they sign up for service to flag their

sprinkler heads and if they can provide a map of their main lines that is helpful. He stated all of Hickman's lines will be underground. Council Member Kulwicki asked if it is possible to use an exiting conduit instead of disrupting the ground. Mr. Jarrett stated they cannot legally use other providers' conduit but if the conduit is privately owned by the homeowner, business or school they could pull the lines through it. Mr. Jarrett noted they do not blind bore and use safe digging practices.

Council Member Noren asked the Recording Clerk to read the ordinance by title. Motion made by Council Member Wagner and seconded by Borchardt to approve the first reading of Ordinance 2024-08 Broadband Franchise Agreement with ALLO Communications, LLC. The following Council Members voted "YEA": Wagner, Ziemann, Borchardt, Meese and Noren. The following Council Members voted "NAY": Kulwicki. Motion passed 5-1.

The Mayor presented Item 10.A. Resolution 2024-16, Preliminary Plat for Etmund Estates 2nd Addition. Mr. Mike Eckert with the Civil Design Group discussed the gravel driveway access easement. He stated from the city street network prospective and access distance from Woodland Boulevard would be about 450 feet and that it is not optimal spacing as the city grows and adds turn lanes. He mentioned the block length waiver and future connections to 68th street as neighboring properties develop. The 160 acres of drainage flows under the road and the box culvert is greater than \$300,000. They have worked with the neighboring property owners to the west to provide access. Mr. Eckert spoke on the results of Rural Water and the Lower Platte South Natural Resources District board meetings to re-route their access and remove the easements, and the results we the same as both boards wanted to retain their access easement along the south property line. Mr. Eckert asked for the waivers of the 2023 Zoning Regulations Section 5.11.06 R-2 requirement for the street side yard setback requirement from 25 feet to 10 feet for lots abutting Red Bud Lane and to restrict driveway access to Red Bud Lane. Also to waive the zoning regulation section 5.11.06 R-2 requirement for single family attached residential units side yard setback from 10 feet to 7.5 feet, which may have changed when the latest version was adopted, and definitions of townhomes were changed. He also asked to waive the subdivision regulation section 5.15 block length due to topography as noted in the general notes of the preliminary plat.

Council Member Wagner asked the Zoning Enforcement Officer if there would be any issues by accepting the waivers. She stated the Terrace View Addition Titan Drive single family attached side yard setback is 7.5 feet which is the same as the waiver request. We have not done a street side yard setback waiver like this in the past; however, it could be allowed as driveway access for the six homes would be denied off of Red Bud Lane.

Council Member Wagner asked the City Engineer about the determination of closing the gravel driveway not making it a city street. Mr. Stark stated 68th Street is classified as an arterial street, and you want a greater separation between intersections and if you look at the subdivision regulations it will define a 150-foot separation between streets which is more for residential separation distance. If you look at the future street connectivity and sample development and look at it on the surface you may ask why not leave it, but as commercial growth continues to

the north on 68th street. He said it makes sense to take a step back and look at future driveways and to create better separation as development happens to the north and future development from the west, it could tie into Red Bud Lane which could tie into 68th Street further to the north.

Council Member Wagner asked about the box culvert. Mr. Stark said in looking at green space, drainage ways and wetlands, it makes sense to keep it natural and not have a bunch of crossings. He said you may not be paying for the culvert up front; however, the community would have to maintain it later.

Council Member Wagner asked if the City engineer had looked at the traffic to the facility to the west and he had not. Mr. Eckert said he had communications with the property owner and most of the boarding is for extended periods of time, months and years and they have about two special events per year. The developer is going to pave the Ridge Road connecting street access with a 20-foot radius which should be sufficient for the 20-foot trailers. He noted the city streets are six feet wider than they have in Lincoln. They are proposing putting signage and a locked gate across the gravel road and having a turnaround site where the existing culvert is on the road, so it is not an enticement for through use.

Council Member Noren asked about the trail system and noted we do not want sidewalk trails going forward with new developments. The Zoning Enforcement Officer noted the subdivision is not part of the 2017 Trail Master Plan, however, the Planning Commission discussed the need for sidewalk placement going from north south in the outlots so connectivity from exiting subdivision to the new development and that can be address in the subdivision agreement. Mr. Eckert said they will have the pedestrian sidewalk in the pedestrian easement.

Council Member Ziemann asked about the number of houses on the plat. Mr. Eckert stated they show 35 single-family detached and 44 single-family attached lots.

Mayor Goering asked the City Engineer if the water and sewer capacities are adequate for this new development. Mr. Stark stated there are no concerns from the sewer collection studies and a few years ago the interceptor was upsized. He looked at stormwater and water and it is within capacity. There are more opportunities to look further at the construction documents as they come forward with the final plat.

Council Member Borchardt had a concern regarding Autumn Road and Ridge Road with trailers going through there considering the amounts of cars currently parked on those streets. Mr. Stark noted this is a unique situation from an engineering standpoint and they looked at possible solutions. If you kept the gravel driveway as it is, it is not going to make sense in ten years from now when development happens. He noted it is about balance and reiterated Mr. Eckert's point about the width of the streets in Hickman and that helps. Mr. Stark stated during events days there may be a need for additional communication and some things that could be done in the short term to make people more aware there will be added traffic on those days. Mr. Eckert noted it is 450 feet, which is roughly one-quarter of a block that may be affected.

Motion made by Council Member Wagner and seconded by Noren to approve Resolution 2024-16, Preliminary Plat for Etmund Estates 2nd Addition with the four additional edits as presented.

RESOLUTION NO. 2024-16 WHEREAS, Civil Design Group, Inc. on behalf of SWG4, LLC, has submitted a preliminary plat to the City of Hickman, Nebraska, for Etmund Estates 2nd Addition Subdivision, property legally described as ETMUND ESTATES 1ST ADDITION LOT 1, generally located west of South 68th Street, north of The Woodland Plaza; WHEREAS, the Planning Commission of the City of Hickman met on September 3, 2024 to hold a public hearing and review said preliminary plat, and voted to recommend to the City Council conditional approval of Etmund Estates 2nd Addition Preliminary Plat with the following conditions: The developer will, regardless of phasing, extend Ridge Road through Block 2, Lot 7, to provide access to the neighboring properties. WHEREAS, the City Council of the City of Hickman has reviewed the preliminary plat and has determined it is in the best interest of the City of Hickman, Nebraska to grant acceptance of the preliminary plat, with the inclusion of the recommendations of the Planning Commission as stated above, and allow the developer to prepare and submit a final plat in conformance with the approved preliminary plat drawn; and,

1. To clarify Block 2, Lot 7, has been renamed to Block 2, Outlot C, on the preliminary plat for access to the neighboring properties to the west.
2. To waive the zoning regulation section 5.11.06 R-2 requirement for the street side yard setback requirement from 25 feet to 10 feet for lots abutting Red Bud Lane and to restrict driveway access to Red Bud Lane.
3. To waive the zoning regulation section 5.11.06 R-2 requirement for single family attached residential units side yard setback from 10 feet to 7.5 feet.
4. To waive the subdivision regulation section 5.15 block length due to topography.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hickman, Nebraska, that Etmund Estates 2nd Addition Subdivision, property legally described as ETMUND ESTATES 1ST ADDITION LOT 1, generally located west of South 68th Street, north of The Woodland Plaza, is hereby approved, with the conditions of incorporating the recommendations from the City Engineer and any permitting and building requirements of all governing and regulatory bodies, prior to submitting the final plat for Barber Estates Addition Subdivision. PASSED AND APPROVED THIS 24TH DAY OF SEPTEMBER 2024.

The following Council Members voted "YEA": Wagner, Ziemann, Kulwicki, Borchardt, Meese and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

The Mayor presented Item 10.B. Ordinance 2024-09, Change of Zone from TA, Transitional Agriculture District, to R-2, Medium Density Residential District on property legally described as Etmund Estates 1st Addition, Lot 1. Mr. Mike Eckert of Civil Design Group noted the change to R-2 medium density is consistent with the comprehensive plan and the appropriate zoning for this area. Council Member Wagner introduced Ordinance 2024-09 and asked the Recording Clerk to read it by title.

Motion made by Wagner and seconded by Ziemann to waive the 3-reading rule. The following Council Members voted "YEA": Wagner, Ziemann, Kulwicki and Noren. The following Council Members voted "NAY": Borchardt and Meese. Motion passed 4-2.

Motion made by Council Member Wagner and seconded by Ziemann to approve on 1st and final reading Ordinance 2024-09, Change of Zone from TA, Transitional Agriculture District, to R-2, Medium Density Residential District on property legally described as Etmund Estates 1st Addition, Lot 1. The following Council Members voted “YEA”: Wagner, Ziemann, Kulwicki, Borchardt, Meese and Noren. The following Council Members voted “NAY”: None. Motion passed 6-0.

The Mayor presented Item 10.D. Main Park ADA All Inclusive Playground Equipment Installation Invoice from Creative Sites in the amount \$91,408.00. The City Treasurer spoke on the need for clarification of the payment allocations from the keno and general funds. Council Members Meese and Wagner ask about the breakdown of the costs and payments.

Motion made by Council Member Ziemann and a second by Borchardt to table the Main Park ADA All Inclusive Playground Equipment Installation Invoice from Creative Sites in the amount \$91,408.00. The following Council Members voted “YEA”: Wagner, Ziemann, Kulwicki, Borchardt, Meese and Noren. The following Council Members voted “NAY”: None. Motion passed 6-0.

The Mayor presented Item 10.E. Certificate of Payment No. 10 to Neuvirth Construction, Inc. for the Hickman Wastewater Treatment Plant Headworks and Final Clarifier Project in the amount of \$47,500.00.

Motion made by Council Member Wagner and seconded by Meese to approve the Certificate of Payment No. 10 to Neuvirth Construction, Inc. for the Hickman Wastewater Treatment Plant Headworks and Final Clarifier Project in the amount of \$47,500.00. The following Council Members voted “YEA”: Wagner, Ziemann, Kulwicki, Borchardt, Meese and Noren. The following Council Members voted “NAY”: None. Motion passed 6-0.

Governing Body Comments and Correspondence – None

Mayor Goering reminded the audience that on October 1st there will be a power outage while Norris Public Power switches out the electrical meters. It was suggested the city website includes the information. The Public Works Director said Norris will have 40 employees here. Council Member Wagner asked if it will be a city-wide outage for eight hours, and the Public Works Director clarified the total time planned for the city is eight hours, but each individual house should only be affected for two minutes as their individual meter is switched over. Commercial businesses may take up to 12 minutes for completion.

Adjournment

Motion made by Council Member Borchardt and seconded by Ziemann to adjourn the meeting at 9:01 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.

Phil Goering, Mayor

Heidi Hoglund, Recording Clerk

MINUTES OF THE HICKMAN CITY COUNCIL SPECIAL MEETING HELD SEPTEMBER 30, 2024

Mayor Phil Goering called the meeting to order at 5:30 pm on September 30, 2024, and referenced the meeting recording process, optional sign in sheet, and open meeting law posting. Council Members Justina Ziemann, Dave Kulwicki, Steve Noren, and Doug Wagner were present for Roll Call. Council Members Travis Borchardt and John Meese were absent and excused. 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.

All present stood and recited the Pledge of Allegiance.

Mayor Goering referenced the unfinished business item which was tabled at the last city council meeting on September 24, 2024, Main Park ADA All Inclusive Playground Equipment Installation Invoice from Creative Sites in the amount \$91,408.00. The City Administrator, Kelly Oelke, gave a breakdown of the invoice, completed work and other funding sources.

Council Member Noren made a motion to approve payment of the invoice from Creative Sites for the Main Park ADA all-inclusive playground equipment installation in the amount of \$91,408.00. Council Member Ziemann seconded the motion. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Adjournment

Council Member Ziemann made a motion to adjourn the meeting at 5:44 pm. Council Member Wagner seconded the motion. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren and Wagner. The following Council Members voted "NAY": None. Motion passed 4-0.

Phil Goering, Mayor

Heidi Hoglund, Recording Clerk

Report Criteria:

Including transaction count

[Report].Reference number <>15 and <>16

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS-General Checking (CD)						
09/30/2024	1	United Health Care 09/24 Dental Premiums	1-00-22410	Payroll liabilities	410.05	
		United Health Care 09/24 Premiums - Vision	1-00-22410	Payroll liabilities	76.50	
		United Health Care 09/24 Premiums AD&D	1-10-51822	Employee benefits	100.75	
		United Health Care 09/24 EFT Premium Payment	1-00-10104	Cash in bank--General (8760)	.00	587.30-
09/30/2024	2	UNUM 09/24 Premium Long Term ER	1-10-51822	Employee benefits	227.54	
		UNUM 09/24 EFT Premium Payment	1-00-10104	Cash in bank--General (8760)	.00	227.54-
09/30/2024	3	Medica 09/24 Premiums Helath Insurance	1-10-51822	Employee benefits	3,426.57	
		Medica 09/24 Premiums Helath Insurance	1-20-51822	Employee benefits	749.61	
		Medica 09/24 Premiums Helath Insurance	1-30-51822	Employee benefits	749.61	
		Medical 09/24 Premiums Helath Insurance	1-40-51822	Employee benefits	749.61	
		Medica 09/24 Premiums Helath Insurance	1-50-51822	Employee benefits	749.61	
		Medica 09/24 Premiums Helath Insurance	1-90-51822	Employee benefits	749.61	
		Medica 09/24 Premiums Helath Insurance - Family	1-00-22410	Payroll liabilities	1,249.70	
		Medica 09/24 EFT Premium Payment	1-00-10104	Cash in bank--General (8760)	.00	8,424.32-
09/30/2024	4	Black Hills Jul-Aug 2024 Charges	1-11-54862	Utility-Gas,Elec,Water,Sewer	63.89	
		Black Hills Jul-Aug EFT 2024 Payment	1-00-10104	Cash in bank--General (8760)	.00	63.89-

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS-General Checking (CD) (continued)						
09/30/2024	5	Windstream 08/2024 Phone/Internet	1-30-58881	Telephone-Internet	890.35	
		Windstream 08/2024 Phone/Internet	1-00-10104	Cash in bank--General (8760)	.00	890.35-
09/30/2024	6	Windstream 08/2024 Phone/Internet	1-50-58881	Telephone-Internet	73.67	
		Windstream 08/2024 Phone/Internet	1-00-10104	Cash in bank--General (8760)	.00	73.67-
09/30/2024	7	Windstream 08/2024 Phone/Internet	1-30-58881	Telephone-Internet	103.13	
		Windstream 08/2024 EFT Payment	1-00-10104	Cash in bank--General (8760)	.00	103.13-
09/30/2024	8	Xpress Bill Pay Training	1-10-61884	Professional services	1,517.96	
		Xpress Bill Pay EFT Payment	1-00-10104	Cash in bank--General (8760)	.00	1,517.96-
09/30/2024	9	Nebr Dept of Rev Waste Reduction & Recy Annual Fee	1-10-78887	Miscellaneous	25.00	
		Nebr Dept of Rev Waste Reduction & Recy Annual Payment	1-00-10104	Cash in bank--General (8760)	.00	25.00-
09/06/2024	10	Ameritas Correct 401K - Overpayment	1-00-22412	Retirement payable	30.00	
		Ameritas EFT Payment	1-00-10104	Cash in bank--General (8760)	.00	30.00-
09/10/2024	11	Office Depot Credi Plan 9/04 ADMIN - Copier Paper	1-10-58883	Office supplies	187.96	
		Office Depot Credit Plan 9/24 EFT Payment	1-00-10104	Cash in bank--General (8760)	.00	187.96-

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS-General Checking (CD) (continued)						
09/17/2024	12	Verizon 08/2024 ADMIN Cell Phone Charges	1-10-58881	Telephone-Internet	56.61	
		Verizon 08/24 STREET - Monthly Cell Phone Charges	1-20-58881	Telephone-Internet	56.61	
		Verizon 08/2024 WATER - Monthly Cell Phone Charges	1-30-58881	Telephone-Internet	56.61	
		Verizon 08/2024 SEWER - Monthly Cell Phone Charges	1-50-58881	Telephone-Internet	56.61	
		Verizon 09/2024 PARK - Montly Cell Phone Charges	1-90-58881	Telephone-Internet	56.61	
		Verizon 08/2024 EFT Payment	1-00-10100	Cash in bank--General (8760):C	.00	283.05-
09/24/2024	13	Nebraska Dept of Revenue 08/2024 State Sales & Use Tax	1-00-24418	Sales tax payable	14,406.26	
		Nebraska Dept of Revenue 08/2024 State Sales & Use Exemption	1-40-39687	Miscellaneous income	.00	150.00-
		Nebraska Dept of Revenue 08/24 City Sales & Use Tax	1-00-24418	Sales tax payable	3,912.55	
		Nebraska Dept of Revenue 08/24 EFT Payment	1-00-10104	Cash in bank--General (8760)	.00	18,168.81-
09/26/2024	14	Nebraska Dept of Revenue 08/24 State Income Tax	1-10-65858	General taxes	2,526.39	
		Nebraska Dept of Revenue 8/24 EFT Payment	1-00-10104	Cash in bank--General (8760)	.00	2,526.39-
Total CASH DISBURSEMENTS-General Checking (CD):					<u>33,259.37</u>	<u>33,259.37-</u>
References: 14 Transactions: 42						
Total 924:					<u>33,259.37</u>	<u>33,259.37-</u>
Account Number	Account Title	Credit Amount	Debit Amount			
CASH DISBURSEMENTS-General Checking (CD) (continued)						
1-10-51822	Employee benefits		3,754.86			
1-20-51822	Employee benefits		749.61			

Account Number	Account Title	Credit Amount	Debit Amount
CASH DISBURSEMENTS-General Checking (CD) (continued)			
1-30-51822	Employee benefits		749.61
1-40-51822	Employee benefits		749.61
1-50-51822	Employee benefits		749.61
1-90-51822	Employee benefits		749.61
1-00-22410	Payroll liabilities		1,736.25
1-11-54862	Utility-Gas,Elec,Water,Sewer		63.89
1-10-61884	Professional services		1,517.96
1-10-78887	Miscellaneous		25.00
1-00-22412	Retirement payable		30.00
1-10-58883	Office supplies		187.96
1-10-58881	Telephone-Internet		56.61
1-20-58881	Telephone-Internet		56.61
1-30-58881	Telephone-Internet		1,050.09
1-50-58881	Telephone-Internet		130.28
1-90-58881	Telephone-Internet		56.61
1-00-10100	Cash in bank--General (8760):C	283.05-	.00
1-40-39687	Miscellaneous income	150.00-	.00
1-00-24418	Sales tax payable		18,318.81
1-10-65858	General taxes		2,526.39
1-00-10104	Cash in bank--General (8760)	32,826.32-	.00
Grand Totals:			
		<u>33,259.37</u>	<u>33,259.37-</u>

Report Criteria:

Including pending amounts
Including transaction count
[Report].Reference number <>9202451
Transaction.Date = 09/20/2024

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS - PAYROLL (CDP)						
09/20/2024	92002	PAYROLL TRANS FOR 9/14/2024 PAY PE	1-00-10104	Cash in bank--General (8760)	.00	27,990.77-
09/20/2024	92202	DIRECT DEPOSIT TOTAL	1-00-21413	Accrued wages	27,990.77	
09/20/2024	9202401	Draper, Karissa L - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202402	Effle, Dana - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202403	Forbes, Cari A - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202404	Georgiana, Trent A - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202405	Georgiana, Trent A - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202406	Henn, Rachel E - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202407	Henn, Rachel E - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202408	Hoglund, Heidi A - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202409	Luther, Wade A - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202410	Luther, Wade A - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202411	Mattson, Luke J - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202412	Merchant, Jeffrey D - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202413	Merchant, Jeffrey D - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202414	Nelson, Bradly L - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202415	Nelson, Bradly L - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202416	Oelke, Kelly M - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202417	Schrader, Roger L - DIR DEP	1-00-21413	Accrued wages	.00	
09/20/2024	9202418	Wallman, Chris - DIR DEP	1-00-21413	Accrued wages	.00	
Total CASH DISBURSEMENTS - PAYROLL (CDP):					<u>27,990.77</u>	<u>27,990.77-</u>

References: 20 Transactions: 20

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS - PAYROLL TRANSMITTALS (CDPT)						
09/20/2024	34775	Erin M. McCartney, Chapter 13 Trustee	1-00-22410	Payroll liabilities	504.00	
09/20/2024	92002	SUMMARY OF PAYROLL TRANSMITTAL	1-00-10104	Cash in bank--General (8760)	.00	13,349.01-
09/20/2024	9202450	401k	1-00-22412	Retirement payable	4,204.60	
09/20/2024	9202452	IRS	1-00-22408	FICA tax withheld	4,294.58	
		IRS	1-00-22409	Medicare tax withheld	1,004.44	
		IRS	1-00-22406	Federal tax withheld	2,241.69	
09/20/2024	9202453	Mission Square (ICMA - RC)	1-00-22412	Retirement payable	599.34	
09/20/2024	9202454	Nebraska Child Support Payment Center	1-00-22410	Payroll liabilities	217.85	
Total CASH DISBURSEMENTS - PAYROLL TRANSMITTALS (CDPT):					<u>13,066.50</u>	<u>13,349.01-</u>
References: 6 Transactions: 8						
Total 924:					<u>41,057.27</u>	<u>41,339.78-</u>
*** Journal is out of balance: \$282.51- ***						
Grand Totals:					<u>41,057.27</u>	<u>41,339.78-</u>

Report Criteria:

Including transaction count

[Report].Reference number = 15

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS-General Checking (CD)						
09/26/2024	15	Wells Fargo 3079 - Enterprise Rent A Car To be reimbursed in full by LARM	1-10-65842	Transportation & Mileage	550.00	
		Wells Fargo 3079 - Amoco Gas Station Fuel - No receipt provided	1-10-65842	Transportation & Mileage	68.80	
		Wells Fargo 3079 - Hilton Garden Inn No Receipt Provided	1-10-65842	Transportation & Mileage	21.72	
		Wells Fargo 3079 - Quik Trip Fuel 14.357 @ \$3.479	1-10-65842	Transportation & Mileage	49.95	
		Wells Fargo - 3079 Baker's (Dillon Fuel) Fuel - No receipt provided	1-10-65842	Transportation & Mileage	52.63	
		Wells Fargo 3079 - Google Play ADMIN - Software	1-10-61880	Computer expense	9.99	
		Wells Fargo 3079 - Park & Go Cornhusker Square - Parking for League & LARM Meetings	1-10-65842	Transportation & Mileage	5.00	
		Wells Fargo 3079 Credit Card 09/24 EFT Payment	1-00-10104	Cash in bank--General (8760)	.00	758.09-

Total CASH DISBURSEMENTS-General Checking (CD):

758.09 758.09-

References: 1 Transactions: 8

Total 924:

758.09 758.09-

Account Number	Account Title	Credit Amount	Debit Amount
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CASH DISBURSEMENTS-General Checking (CD) (continued)

1-10-61880	Computer expense		9.99
1-10-65842	Transportation & Mileage		748.10
1-00-10104	Cash in bank--General (8760)	758.09-	.00

Grand Totals:

758.09 758.09-

Report Criteria:

Including transaction count

[Report].Reference number = 16

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS-General Checking (CD)						
09/27/2024	16	Wells Fargo 7968 - Adobe Computer Software - Activities	1-10-61880	Computer expense	13.70	
		Wells Fargo 7968 - Adobe Software - Treasurer	1-10-61880	Computer expense	13.70	
		Wells Fargo 7968 - Amazon PO 5149 NFPA 70 Code Books	1-40-58835	Supplies & Small Tools	149.89	
		Wells Fargo 7968 - NFL Flag Football Membership fee - PARKS	1-90-58885	Dues and subscriptions	25.00	
		Wells Fargo 7968 - Crown Awards PO 515 Soccer Medals - PARKS	1-90-78887	Miscellaneous	686.49	
		Wells Fargo 7968 - Sam's Club PO 5160 Water 5 cases split - SHOP	1-20-58835	Supplies & Small Tools	19.90	
		Wells Fargo 7968 - Sam's Club PO 5160 Water 5 Cases split - SHOP	1-30-58835	Supplies & Small Tools	19.90	
		Wells Fargo 7968 - Sam's Club PO 5160 Water 5 Cases split - SHOP	1-30-58835	Supplies & Small Tools	19.90	
		Wells Fargo 7968 - Sam's Club PO 5160 Water 5 Cases split SHOP	1-50-58835	Supplies & Small Tools	19.90	
		Wells Fargo 7968 - American Flags PO 51 9 Flags - Tax was charged - Form 13 Filed	1-20-58835	Supplies & Small Tools	574.72	
		Wells Fargo 7968 - American Flags PO 51 Credit for tax paid	1-20-58835	Supplies & Small Tools	.00	37.60-
		Wells Fargo 7968 - Scheels PO 5161 Soccer Balls - PARKS	1-90-58835	Supplies & Small Tools	99.90	
		Wells Fargo 7968 - GPGFA 2024 Membership - Treasurer	1-10-58885	Dues and subscriptions	50.00	
		Wells Fargo 7968 - GPGFOA 2024 Annual Conference @ UNO 10/26- 27/24 -Treasurer	1-10-65824	Schooling/Professional Dev.	100.00	
		Wells Fargo 7968 - Adobe Software - Office Assistant	1-10-61880	Computer expense	21.09	
		Wells Fargo 7968 - Intuit - QuickBooks Continuing subscription until Timekeeping is transfered	1-10-61880	Computer expense	409.00	
		Wells Fargo 7968 - Sam's 2024 Annual Membership Fee	1-10-58885	Dues and subscriptions	117.98	

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS-General Checking (CD) (continued)						
		Wells Fargo 7968 Quarterly Cash Back	1-10-39687	Miscellaneous income	.00	291.61-
		Wells Fargo 7968 09/24 EFT Payment	1-00-10104	Cash in bank--General (8760)	.00	2,011.86-

Total CASH DISBURSEMENTS-General Checking (CD): 2,341.07 2,341.07-

References: 1 Transactions: 19

Total 924: 2,341.07 2,341.07-

Account Number	Account Title	Credit Amount	Debit Amount
CASH DISBURSEMENTS-General Checking (CD) (continued)			
1-40-58835	Supplies & Small Tools		149.89
1-90-58885	Dues and subscriptions		25.00
1-90-78887	Miscellaneous		686.49
1-30-58835	Supplies & Small Tools		39.80
1-50-58835	Supplies & Small Tools		19.90
1-20-58835	Supplies & Small Tools	37.60-	594.62
1-90-58835	Supplies & Small Tools		99.90
1-10-65824	Schooling/Professional Dev.		100.00
1-10-61880	Computer expense		457.49
1-10-58885	Dues and subscriptions		167.98
1-10-39687	Miscellaneous income	291.61-	.00
1-00-10104	Cash in bank--General (8760)	2,011.86-	.00

Grand Totals: 2,341.07 2,341.07-

Report Criteria:

Summary report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount
Border States				
1125	Border States	10130684	22 Watt LED Bulbs & Base Adapters	909.90
Total Border States:				909.90
Brady, Scott				
2133	Brady, Scott	UTILITY DEPOSIT REFUND	1203 Autumn Road	100.00
Total Brady, Scott:				100.00
Dale's Consulting & Inspection Services				
1233	Dale's Consulting & Inspection Services	09/24 INSPECTIONS FEES	Plan Reviews (7)	2,250.00
Total Dale's Consulting & Inspection Services:				2,250.00
Executive Answering Service				
1309	Executive Answering Service	223600038	Answering Service 8/20-9/16/2024	64.80
Total Executive Answering Service:				64.80
Farmers Cooperative				
1315	Farmers Cooperative	5198	Tire Disposal	995.00
Total Farmers Cooperative:				995.00
Hawkins, Inc.				
1406	Hawkins, Inc.	6837417	Water Treatment Chemicals	10.00
1406	Hawkins, Inc.	6863148	Water Treatment Chemicals	10.00
1406	Hawkins, Inc.	6879122	Water Treatment Chemicals	713.22
1406	Hawkins, Inc.	CREDIT MEMO	Water Treatment Chemicals	229.00-
Total Hawkins, Inc.:				504.22
Hochstetler, David Sr.				
1434	Hochstetler, David Sr.	09/2024 HVAC INSPECTIONS	HVAC Inspection (9)	450.00
Total Hochstetler, David Sr.:				450.00
Kreifels, Jeffrey				
1541	Kreifels, Jeffrey	09/2024 PLUMBING INSPECTIONS	Plumbing Inspection (16)	800.00
Total Kreifels, Jeffrey:				800.00
Nebraska Public Health Environmental Lab				
1690	Nebraska Public Health Environmental Lab	582434	Water Sampling Tests, Water Dept	548.00
Total Nebraska Public Health Environmental Lab:				548.00
Olsson				
1757	Olsson	511903	Project # 023-05868 Booster Pump Station	8,021.00

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount
Total Olsson:				8,021.00
One Call Concepts, Inc.				
1760	One Call Concepts, Inc.	4090150	September2024 Diggers Hotline Notifications, Elec Dept.	75.84
Total One Call Concepts, Inc.:				75.84
Paulson, Ray				
1777	Paulson, Ray	09/2024 ELECTRIC INSPECTIONS	Electrical Plan Reviews	1,350.00
Total Paulson, Ray:				1,350.00
Grand Totals:				16,068.76

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Summary report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Report Criteria:

Including transaction count

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS - PAYROLL (CDP)						
10/01/2024	92001	PAYROLL TRANS FOR 9/28/2024 PAY PE	1-00-10104	Cash in bank--General (8760)	.00	2,899.35-
10/04/2024	92002	PAYROLL TRANS FOR 9/28/2024 PAY PE	1-00-10104	Cash in bank--General (8760)	.00	25,247.46-
10/01/2024	92201	DIRECT DEPOSIT TOTAL	1-00-21413	Accrued wages	2,899.35	
10/04/2024	92202	DIRECT DEPOSIT TOTAL	1-00-21413	Accrued wages	25,247.46	
10/04/2024	10042401	Draper, Karissa L - DIR DEP	1-00-21413	Accrued wages	.00	
10/04/2024	10042402	Effie, Dana - DIR DEP	1-00-21413	Accrued wages	.00	
10/04/2024	10042403	Forbes, Cari A - DIR DEP	1-00-21413	Accrued wages	.00	
10/04/2024	10042404	Georgiana, Trent A - DIR DEP	1-00-21413	Accrued wages	.00	
10/04/2024	10042405	Henn, Rachel E - DIR DEP	1-00-21413	Accrued wages	.00	
10/04/2024	10042406	Henn, Rachel E - DIR DEP	1-00-21413	Accrued wages	.00	
10/04/2024	10042407	Hoglund, Heidi A - DIR DEP	1-00-21413	Accrued wages	.00	
10/04/2024	10042408	Luther, Wade A - DIR DEP	1-00-21413	Accrued wages	.00	
10/04/2024	10042409	Mattson, Luke J - DIR DEP	1-00-21413	Accrued wages	.00	
10/04/2024	10042410	Merchant, Jeffrey D - DIR DEP	1-00-21413	Accrued wages	.00	
10/04/2024	10042411	Nelson, Bradly L - DIR DEP	1-00-21413	Accrued wages	.00	
10/04/2024	10042412	Oelke, Kelly M - DIR DEP	1-00-21413	Accrued wages	.00	
10/04/2024	10042413	Ostrander, Justice - DIR DEP	1-00-21413	Accrued wages	.00	
10/04/2024	10042414	Schrader, Roger L - DIR DEP	1-00-21413	Accrued wages	.00	
10/04/2024	10042415	Wallman, Chris - DIR DEP	1-00-21413	Accrued wages	.00	
10/01/2024	10042416	Borchardt, Travis - DIR DEP	1-00-21413	Accrued wages	.00	
10/01/2024	10042417	Goering, Phil - DIR DEP	1-00-21413	Accrued wages	.00	
		VOID CHECK	1-10-78887	Miscellaneous	.00	
10/01/2024	10042418	Kulwicki, David - DIR DEP	1-00-21413	Accrued wages	.00	
10/01/2024	10042419	Meese, John A - DIR DEP	1-00-21413	Accrued wages	.00	
10/01/2024	10042420	Noren, Steve - DIR DEP	1-00-21413	Accrued wages	.00	
10/01/2024	10042421	Wagner, Douglas J - DIR DEP	1-00-21413	Accrued wages	.00	
10/01/2024	10042422	Ziemann, Justina A - DIR DEP	1-00-21413	Accrued wages	.00	
Total CASH DISBURSEMENTS - PAYROLL (CDP):					<u>28,146.81</u>	<u>28,146.81-</u>
References: 26 Transactions: 27						
Total 1024:					<u>28,146.81</u>	<u>28,146.81-</u>
Grand Totals:					<u>28,146.81</u>	<u>28,146.81-</u>

Report Criteria:

Including transaction count

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURSEMENTS - PAYROLL TRANSMITTALS (CDPT)						
10/08/2024	34813	Erin M. McCartney, Chapter 13 Trustee	1-00-22410	Payroll liabilities	504.00	
10/01/2024	92001	SUMMARY OF PAYROLL TRANSMITTAL	1-00-10104	Cash in bank--General (8760)	.00	12,093.26-
10/08/2024	92002	SUMMARY OF PAYROLL TRANSMITTAL	1-00-10104	Cash in bank--General (8760)	.00	504.00-
10/01/2024	9202455	401k	1-00-22412	Retirement payable	3,810.20	
10/01/2024	9202456	IRS	1-00-22408	FICA tax withheld	3,919.36	
		IRS	1-00-22409	Medicare tax withheld	916.58	
		IRS	1-00-22406	Federal tax withheld	2,232.38	
10/01/2024	9202457	Mission Square (ICMA - RC)	1-00-22412	Retirement payable	646.24	
10/01/2024	9202458	Nebraska Child Support Payment Center	1-00-22410	Payroll liabilities	217.85	
10/01/2024	9202459	IRS	1-00-22408	FICA tax withheld	130.20	
		IRS	1-00-22409	Medicare tax withheld	30.45	
		IRS	1-00-22406	Federal tax withheld	190.00	
Total CASH DISBURSEMENTS - PAYROLL TRANSMITTALS (CDPT):					<u>12,597.26</u>	<u>12,597.26-</u>
References: 8 Transactions: 12						
Total 1024:					<u>12,597.26</u>	<u>12,597.26-</u>
Grand Totals:					<u>12,597.26</u>	<u>12,597.26-</u>



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: _____



Hydro Optimization and Automation Solutions

October 2, 2024
Kelly Oelke
City of Hickman
PO Box 127.
Hickman, NE 68372

Mr. Oelke,

Below is an explanation of the financial analysis of Cloud SCADA vs on Premises solution:

Original contract:		\$196,323.00
Deduct for SCADA software and Robust computers:		\$(35,380.00)
<u>Annual</u> cost of cloud SCADA		\$10,650.00
Annual cost of HOA Cyber Protect. (This is no longer needed)		\$(9,900.00)
Estimated saving of computer upgrades.	5 year	\$(8,000.00)
	10 year	\$(10,000.00)

Per our conversation, Hickman would supply the computers since they can be an ordinary desk top computer and the City works with a vendor that covers that.

So the deduct for the first year would be capital savings minus first year of cloud fees: $\$35,380 - \$10,650 = \$24,730$

The annual cloud fee would be slightly higher than the HOA cyber protect fee. $\$10,650 - \$9,900 = \$750$. The Cyber protect is not mandatory but highly recommended. See attached document explaining Cyber protect which is not needed with the cloud solution.

The computer upgrade savins are estimates of what would be saved by not upgrading the computers to the required robust machines if the City were to host the SCADA software on premises. These estimates are probably on the low side.

After 10 years of ownership the cloud solution looks to be just over \$35,000. There may be a slight increase in the annual cloud fee after 5 years, but we don't anticipate a large jump as economies of scale will continue to offset other price increases. That does remain an unknown at this point.

I hope this makes sense. Let me know if you have any questions or concerns.

Thank you,

A handwritten signature in black ink that reads "Lincoln Williams". The signature is written in a cursive style with a horizontal line at the end.

Lincoln Williams P.E.



October 4, 2024

City of Tecumseh
Doug Goracke
PO Box 417
Tecumseh, NE 68450-0417

HOA Cyber Protect/Software Maintenance Proposal

Dear Mr. Goracke

With the growing threat of cyber-attacks on critical infrastructure, SCADA systems must implement advanced cybersecurity measures to protect against unauthorized access, data breaches, and system disruptions. Without robust cybersecurity measures in place, municipal SCADA systems managing water and wastewater are at significant risk of exploitation by malicious actors. The potential consequences of a cyberattack on such systems are dire, ranging from contaminated water supplies to service disruptions affecting entire communities. Moreover, the lack of qualified personnel to continuously monitor and update these systems leaves them particularly vulnerable. By investing in a cyber protection monitoring program, the city water system can safeguard its infrastructure, protect public health, and ensure uninterrupted delivery of essential services to its residents. This urgent situation highlights the absolute need to take action to reduce these risks and strengthen the ability of the water system to handle changing cyber threats.

Regrettably, most of the time, these safeguarding measures, like backups, aren't regularly maintained and checked to ensure they're up-to-date and functioning correctly. This is particularly problematic for municipal SCADA systems managing water and wastewater. Unfortunately, there's often no qualified person designated to oversee this task. After the SCADA system is initially set up, it's left unmonitored and without updates. Consequently, the protection becomes outdated, key features stop working, and the system becomes exposed. It's not just vulnerable to cyberattacks but is also susceptible to common hardware or software failures, which can be both costly and inconvenient.

HOA Solutions is offering a program we call "HOA Cyber Protect". This program will provide several benefits:

This program will provide several action steps by HOA:

- Annual Subscription to VTScada Software and Technical Support
- Keep all software patched and up to date on the SCADA computer.
 - VTScada software
 - Cyber Security/Virus protection
 - Backup Software
- Annual subscription for cloud backup and disaster recovery.
- VTScada email to SMS text message relay service for Outbound messages.
- Monthly monitoring of the SCADA computers.
 - Last computer backup
 - Validate cloud backup is good and that it boots up
 - Configuration backup
 - Last reboot

Hydro Optimization and Automation Solutions

- Hard drive status
- Software status
- Alarm notification system status
- User Security Review

This is not an “insurance policy” it is a “maintenance program”. In the event there is a security breach or a hardware failure, recovery costs are not covered under this agreement. However, the probability of such an event happening will be reduced and the recovery will be much faster at far less expense.

This contract shall automatically be renewed on January 1st of every year until further notice by Customer and or Service Provider. As a result of entering into this agreement, not only will you have the above listed benefits, the cost of the “recommended” 5-year computer/software upgrades will be drastically reduced. The pricing structure from the software manufacturers is a pay as you go or pay later structure. If the annual support for the software is not paid, then that cost will be captured at the 5-year upgrade time. So, it makes sense to keep the VTScada software current year after year and the system protected, backed up and operating at its best.

The annual cost of this program is\$x,xxx.00

This is not an “insurance policy” it is a “maintenance program”. In the event there is a security breach or a hardware failure, recovery costs are not covered under this agreement. However, the probability of such an event happening will be reduced and the recovery will be much faster at far less expense.

If you have any technical questions that arise from this proposal, please contact our Chief Technology Officer, Joel Hying at one of the following:

Office Number: 402-467-3750

Email: Joel.Hying@HOA-Solutionsinc.com

Regards,

Curtis A. Klein-General Manager



Hydro Optimization and Automation Solutions, Inc.

Hickman Water and Wastewater Control System Upgrade Contract

PROJECT IDENTIFICATION: Hickman Water and Wastewater Control Systems Upgrade

THIS PROPOSAL IS SUBMITTED TO: Kelly Oelke, City Administrator, City of Hickman, P.O. Box 127, Hickman, NE 68372

1. HOA will enter into an agreement with the city of Hickman to perform and furnish all equipment and work as specified or indicated in this contract and within the times indicated in this contract.
2. In submitting this contract, HOA represents, as more fully set forth in this contract, that:
 - a. HOA has visited the site and become familiar with and is satisfied as the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - b. HOA is familiar with all federal, state, and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
 - c. HOA and the City of Hickman are aware of the general nature of Work to be performed by Hickman and others at the site that relates to Work for which this proposal is submitted.
 - d. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation.
3. HOA will supply and complete the following equipment and work:

This proposal is for the components and integration of the components to upgrade the water and wastewater control systems. HOA will be the sole contractor for this project and will be responsible for all hardware, programming, configuration, installation, startup, and commissioning.

The goal of this project is to seamlessly update the control equipment for the City of Hickman Water Plant, Wastewater Treatment Plant, Well sites, and Water Tower for reliable data acquisition and operation. Below is a breakdown of quantity of sites:

- One (1) Water Treatment Plant
- Two (2) Well Sites
- One (1) Water Tower
- One (1) Wastewater Treatment Plant
 - Three (3) Control Panels

Work and services to be provided are:

- System design and engineering
- Integration
- PLC and HMI programming
- Communication equipment configuration
- Factory Acceptance Test (FAT) and Site Acceptance Test (SAT)
- Training

Base – Control System

• Water Treatment Plant

- Installation and termination of back panel in the existing enclosure
- Installation of antenna and cabling

- o Connection to power and equipment
- o Installation and Setup of SCADA Computer and UPS
- **Wastewater Treatment Plant Master and Ancillary Panels**
- o Installation and termination of back panels in the existing enclosure.
- o Connection to power and equipment
- o Installation and Setup of SCADA Computer and UPS
- **Well Sites – QTY 2**
- o Installation and termination of back panel
- o Installation of antenna and cabling
- o Connection to power and equipment
- Tower Site**
- o Installation and termination of back panel
- o Installation of antenna and cabling
- o Connection to power and equipment

The cost for the base bid this project \$198,823.00

HOA Solutions would like to provide a credit on this project to take possession of your used PLC and Radio hardware once it is replaced. These parts will allow us to continue service other our other customers who are still using the same hardware your system currently has.

Credit for Existing PLC and Radio Hardware.....\$2,500.00

Project Price, less the above Credit.....\$196,323.00

****Note: HOA Solutions will tie to existing sensors. We will provide sensors at an extra cost to the base bid if not included in the bid. ****

Terms and Payment Schedule

Lead Times

Our current lead time for this project is estimated to be 2-3 months. This lead time can improve but can also get worse. HOA will be in constant contact with the City of Hickman on any lead time changes.

Terms

Payment is to be made Net 20 days from the date on the invoice. A service charge of 1.5% per month will be charged on accounts that are 30 days past the invoice date. Work will be suspended on projects that go 45 days or more past the invoice date.

Payment Schedule

25% Payment required at time of purchase order.

50% Payment at the time of equipment delivery.

15% Payment at the time of Startup/Commissioning.

10% Payment at the time HOA has completed Punch List.

- Any changes requested past 30 days of the punch list completion will be handled under warranty or as an additional work order depending on scope.
- Final payment is due 30 days upon receipt of invoice after initial punch list completion as defined by HOA and owner to avoid above listed service charge

Taxes

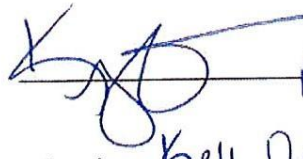
Applicable sales taxes are not included in this pricing.

Warranty

HOA Solutions warrants for a period of one (1) year from date of the Substantial Completion that product furnished under this contract will be of merchantable quality and free from defects in material, workmanship, and design as determined at the date of shipment by HOA Solution. This determination will be made by generally recognized, applicable, and accepted practices and procedures in the industry, to include any specifications specifically agreed to in writing by HOA Solutions prior to the date of shipment. This warranty is in lieu of all other warranties, whether expressed, implied, or statutory, including implied warranties of merchantability or fitness, and hereby excludes certifications or the like for product performance, use, or design with respect to any standard, regulation, or requirement (unless and to the extent independently approved in writing at HOA Solutions). In addition, the warranty extends only to the Buyer or customer purchasing directly from HOA Solutions or an authorized HOA Solutions distributor. Satisfaction of this warranty, consistent with other provisions herein, will be limited to the replacement or repair or modification of, or issuance of a credit for, the products involved, at HOA Solutions Inc's option, with HOA Solutions to determine the availability of service personnel and any absorption of associated service expenses; such warranty satisfaction available only if (a) HOA Solutions is promptly notified in writing upon discovery of an alleged defect and (b) HOA Solutions' examination of the subject product discloses to its satisfaction that defect has not been caused by misuse; neglect; improper installation; improper operation, repair, or alteration; accident; or unusual deterioration or degradation of the parts.

We agree to the work and equipment schedule as outlined in this proposal and give HOA the authorization to begin said project.

City of Hickman Authorized Signature:

 per City Council
Approval 5/28/2024

Title: City Administrator

Printed: Kelly Delke

Date: 6/17/2024

HOA Authorized Signature:



Title: GENERAL MANAGER

Printed: Chris A. Kline

Date: 6-17-2024

MINUTES OF THE HICKMAN PLANNING COMMISSION MEETING

October 1, 2024

Call to Order

Planning Commission Chair, Josh Maurer, called the Hickman Planning Commission Meeting to order at 7:00 PM on Tuesday, October 1, 2024. Notices of the meeting were distributed and posted at the Hickman City Hall, U.S. Post Office-Hickman, and U-Stop Market. The Open Meeting Laws Act, document placement in the meeting room and Executive Closed Session allowances were acknowledged and referenced. The participant sign-in sheet, registered agenda topic speaker cards and the meeting recording process were referenced.

Roll Call

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

Approval of Minutes

Chair Maurer noted the minutes have been distributed/read. He asked if there were any corrections to the minutes of the September 3, 2024, Planning Commission Meeting. Hearing none, a motion was made by Tran and seconded by Murry to approve the September 3, 2024, Planning Commission Meeting Minutes. The following members voted “YEA,” Huenink, Echternkamp, Murry, Seuferer, Tran, Stewart, Ostrander, Maurer. The following members voted “NAY,” none. Motion passed 8-0.

Presentations & Introductions

Marvin Planning Consultant’s Inc. Comprehensive Plan Update and Status Report. Mason Herrman and Spencer Lemon presented the progress made to the document and gave a status update. They are looking to complete more public engagement and have a draft document for the November meeting and hope to have a final draft for the December meeting. No motion made the presentation was for information only.

Reports - None

Public Hearings - None

Unfinished Business – None

New Business - None

Planning Commission Comments & Correspondence - none

Meeting Adjournment

Motion by PC member Echternkamp and seconded by PC member Seuferer to adjourn the meeting at 7:31 PM. The following members voted “YEA,” Huenink, Echternkamp, Murry, Seuferer, Tran, Stewart, Ostrander, Maurer. The following members voted “NAY,” none. Motion passed 8-0.

Josh Maurer, Chair

Date

Heidi Hoglund, Recording Clerk

Date

September 2024 Community Center Report

10 Inquiries

5 Tours

36 Participants Sign in for Open Gym Time

28 Participants for Adults Only Pickleball Open Play

In Meeting Room, A & B

- 4 Nonprofit Meetings
- 2 Baby Showers
- 1 Hunter Safety Education Course

In the Multipurpose Room

- 3 Adults Only Pickleball Open Plays
- 2 Wedding Rentals (1 was a Quinceañera)
- 2 HACFF Women's Volleyball Games
- 1 EOS Party
- 1 Patio Only Rental

Upcoming Events for Community in October/November 2024

- Adults Only Pickleball Open Play New Fall/Winter Hours:
 - Sundays from 1:00 PM to 5:00 PM
 - 2nd & 4th Fridays from 9:00 AM to 1:00 PM
 - *Hours subject to change based on current rental schedule.*
- HACFF Women's Volleyball
- Hunter Safety Education Courses
- Hickman Makers Market – October 12, 2024
- Norris PTO Halloween Trivia – October 18, 2024
- Norris School Board Candidate Open House – October 26, 2024
- Lancaster County General Election – November 5, 2024
- Wedding Rental – November 8-10, 2024
- American Red Cross Blood Drive – November 15, 2024
- Terrace View HOA Meeting – November 18, 2024

Damage to Report: Two cracked pickleballs.

(We purchased a cheaper brand of indoor pickleballs, they unfortunately are not holding up. We will go back to utilizing the Onix brand for all future purchases.)

CITY OF HICKMAN, NE BROADBAND FRANCHISE

ORDINANCE 2024-08

AN ORDINANCE OF THE CITY OF HICKMAN GRANTING A NON-EXCLUSIVE FRANCHISE TO ERECT, CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM WITHIN THE RIGHT OF WAY IN THE CITY OF HICKMAN, LANCASTER COUNTY, NEBRASKA; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, ALLO Communications, LLC, Franchisee, has applied to the City of Hickman, Nebraska for a non-exclusive franchise to enter, occupy, and use Right of Way to erect, construct, operate and maintain a Cable System to offer and provide broadband data services to customers in the City of Hickman; and

WHEREAS, the 1934 Communications Act, as amended by the Telecommunications Act of 1996, recognizes and provides state and local government authority to manage the public Right of Way and to require fair and reasonable compensation on a competitively neutral and nondiscriminatory basis;

WHEREAS, a franchise is a general permission to a service provider to enter, use, and occupy the Right of Way for the purpose of locating facilities subject to requirements that a Franchisee must also obtain separate construction and use permits from the City for use of each and every specific location in the Right of Way in which the Franchisee intends to construct, install, operate, maintain, repair or remove identified facilities installed under this Ordinance;

WHEREAS, a franchise does not include, and is not a substitute for any other permit, agreement, or other authorization required by the City, including without limitation, permits required in connection with construction activities in Right of Way which must be administratively approved by the City;

WHEREAS, the grant of a non-exclusive franchise requires submission to and approval by the City Council;

WHEREAS, the City Council finds that the franchise terms and conditions contained in this Ordinance are in the public interest.

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of Hickman, Lancaster County, Nebraska the following:

This Franchise Agreement ("Franchise") is between the City of Hickman, Nebraska, hereinafter referred to as the "Grantor" and ALLO Communications LLC hereinafter referred to as the "Grantee."

The Grantor hereby acknowledges that the Grantee has the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a Cable System (defined below) on the terms set forth herein.

1. **Definitions:**

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. "Gross Revenues" means all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Service Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, franchise fee, or sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers.
- e. "Service Area" shall mean the geographic boundaries of the Grantor.
- f. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.
- g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

3. **Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14.

4. **Police Powers and Conflicts with Franchise.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits that are granted by this Franchise.

5. **Use of the Streets and Dedicated Easements.**

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair,

replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.

- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.
- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.
- d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.
- e. Grantee shall not be required to obtain any permits or other licenses for drop work that is outside of Streets or drop work that does not involve the disturbance of hardscape infrastructure (e.g., concrete or asphalt), and Grantee shall be charged only those fees published in the Grantor's rights-of-way fee schedule (if applicable) for drop work.

6. Maintenance of the System.

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended, regardless of the transmission technology utilized.
- d. Grantee shall test the Cable System consistent with FCC regulations.

7. Service.

- a. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least thirty (30) residences per linear strand mile of cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty-five (125) feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right,

but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee or to any area which is financially or technically infeasible. Grantee at its discretion may make Cable Service available to businesses within the Service Area. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 11 with a copy to the Manager of Government Affairs. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

8. Insurance/Indemnity.

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$3,000,000 per occurrence

- b. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

9. Revocation.

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to court of competent jurisdiction.
- c. Upon revocation of the Franchise, Grantee may, at Grantee's expense, remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

10. Confidentiality. If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information as allowed by applicable law. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential to any person.

11. Notices, Miscellaneous.

- a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally

recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Hickman
Attn: City Clerk
PO Box 127 / 115 Locust Street
Hickman, NE 68372
Phone: (402)792-2212
Email: cityclerk@hickman.ne.gov

Grantee: ALLO Communications LLC
Attn.: President
330 S 21st Street
Lincoln, NE 68510
E-mail: brad.moline@allofiber.com

Copy to: ALLO Communications LLC
Attn: Legal Department
121 S 13th St, Suite 100
Lincoln, NE 68508
Email: Legal@allofiber.com

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
 - c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
 - d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.
12. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

13. Franchise Fee.

- a. Grantee shall pay to the Grantor annually an amount equal to three percent (3%) of the Gross Revenues for such calendar year. This Franchise Fee may be increased by the Grantor upon ninety (90) days prior written notice to Grantee.
- b. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than thirty (30) days after the end of each calendar year the franchise fees required by this section, together with a financial statement showing total Gross Revenues derived from the Cable System during such year. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.

14. Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on _____ (ten years from date of signature page) unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties.

15. Acceptance and Entire Agreement. The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

16. Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee.

17. Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the obligations applicable to Grantee are no more burdensome than those imposed on the applicable provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

18. PEG Access. Grantee shall provide one channel on the Cable System for use by the Grantor non-commercial, video programming for public, education and government ("PEG") access programming. The Grantor shall have responsibility for programming content for the PEG channel. The PEG channels may be placed on any tier of service available to Subscribers.

19. Courtesy Service. Upon request, the Grantee shall furnish, without installation charge and without monthly fees one standard installation of Basic Cable Service at the locations detailed on Exhibit A, provided that such location can be served by a drop of 150 feet or less and such location is, at the time of the request and at all times while receiving complimentary Basic Cable Service, receiving both voice and internet services from Grantee. In the event the application location and/or applicable applicant is not receiving both voice and internet services from Grantee, Grantee shall have no obligation to provide complimentary Basic Cable Service and shall have the right terminate the applicable location's courtesy Basic Cable Service. The cost of any drop in excess of 150 feet shall be borne by the party requesting the service.

This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS ____ DAY OF _____ 2024.

CITY OF HICKMAN

Phil Goering, Mayor

Attest: Council President Doug Wagner, in lieu of City Clerk (SEAL)

Accepted this ____ day of ____, 2024, subject to applicable federal, state and local law.

ALLO Communications LLC

Signature: _____

Name/Title: Bradley A. Moline/President

Date: _____

EXHIBIT A

Hickman City Hall
115 Locust Street
Hickman, NE 68372

Lengemann & Associates, P.C.

Certified Public Accountants

www.lengemanncpa.com

September 25, 2024

Kelly Oelke
City of Hickman
115 Locust Street
Hickman, NE 68372

We are pleased to confirm our understanding of the services we are to provide the City of Hickman (the City) for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As indicated by the City Council, the City plans to omit the MD&A. Our opinion on the basic financial statements will not be affected by this missing information, but reporting standards require us to disclose this fact in our final audit report. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Budgetary Comparison Schedule – All Fund Types

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GASS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements:

- 1) Combining Balance Sheet – Other Governmental Funds
- 2) Combining Schedule of Revenues, Expenditures and Changes in Fund Balances – Other Governmental Funds

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government*

Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include test of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statement represent the underlying transactions and events in a manner that achieves fair presentations. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later any periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continues as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

Management override of controls

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting error and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulation, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements

Management is responsible for making all financial records and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also prepare the financial statements, the related notes, and maintain the schedule of capital assets of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Nebraska Auditor of Public Accounts; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Lengemann & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Nebraska Auditor of Public Accounts or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lengemann & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Nebraska Auditor of Public Accounts. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Randy Hood is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit approximately November 2024, and to issue our reports no later than March 31, 2025.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$29,600. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City of Hickman. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, and a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal

control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements

We appreciate the opportunity to be of service to the City of Hickman and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

LENGEMANN & ASSOCIATES, P.C.



RESPONSE:

This letter correctly sets forth the understanding of the City of Hickman.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Lengemann & Associates, P.C.

Certified Public Accountants

www.lengemanncpa.com

February 15, 2024

City of Hickman
Kelly Oelke, City Administrator
115 Locust Street
Hickman, NE 68372

Dear Ms. Oelke:

The purpose of this letter is to introduce our Certified Public Accounting and consulting firm Lengemann & Associates, P.C. and briefly highlight the benefits the City of Hickman (City) can receive from establishing a relationship with our Firm.

Our Firm is uniquely qualified to provide the audit and financial-advisory services to your organization through a uniquely designed service process that ensures you receive value and benefit from your relationship with our Firm.

We are the leader in providing services to local governmental entities such as water districts, SID's, cities and villages and would like to allow you the opportunity to capitalize on our extensive experience and commitment to this service area.

Service Approach

Our goal is to become intimately aware of all aspects of a client's business. Our professionals accomplish this through their direct involvement in the client's business. Because of this close relationship, we are able to assist clients in the decision-making process and to offer suggestions for improvement. We have made listening to and understanding the concerns of our clients the main focus of our practice. We realize that the services we offer only have significance if they provide value to our clients.

However, we realize that such a relationship can develop only if there is a well-established dialogue between the management and the professionals who serve you. We view it as our responsibility to encourage such a relationship. We would like to meet with you regularly during the year to keep abreast of current developments and to discuss alternative courses of action before if you prefer, rather than after, transactions have been finalized.

Our Firm

Our mission is to provide clients with innovative, yet practical, solutions that improve profitability, anticipate needs, and exceed expectations, enabling them to continue their success.

Due to the nature of our Firm, we will have the same personnel return each year, which will benefit your organization by eliminating the retraining process that may occur with other firms. We believe this continuity of relationships will set us apart from our competitors.

To maintain and improve our professional service to our various clients, we have taken the proactive approach to continuing education. We review the various courses offered through Nebraska Society of CPAs along with national courses offered through the AICPA that would improve the services we offer to our clients.

Firm Profile

Lengemann & Associates, P.C. was founded thirty years ago and is a locally established and respected full-service accounting and auditing firm located in Papillion, Nebraska and licensed in the states of Nebraska and Iowa. We offer audit, tax, consulting and estate planning and preparation services. We are in compliance with the registration requirements to engage in the practice of public accounting within Iowa. Our Firm and all employees are independent of the City in accordance with Government Auditing Standards. We currently have fourteen total employees including four CPAs and one enrolled IRS agent in our firm. As requested, the breakdown is as follows:

- Four Shareholders
- One Audit-Supervisor
- Seven Staff Accountants
- Two Professional Staff

Our professionals are experienced in many specialized industry groups. Some of the larger of our clients' operations include:

1. Non-profit type entities including approximately 40 local governments and water districts, cemeteries/funeral homes, private foundations, and 501(c)(3) organizations in the Omaha, Bellevue and Papillion/La Vista area.
2. Multiply Nebraska Counties
3. Oil and gas land partnership that has operations in Nebraska, Texas, and Florida.
4. Nebraska city/villages financial statement audits.
5. Multiple Single Audit Engagements

Engagement Team

The staff that will be assigned to perform services for the City will be composed of highly trained individuals with extensive experience in audit engagements. Our staff will maintain a knowledgeable, yet non-intrusive approach to the audit, and in this way, deliver an audit of exceptional quality requiring few disruptions in the conduct of the on-going operations of the City. The technical qualifications of Lengemann & Associates, P.C. personnel selected for this audit will ensure service of the highest quality. All certified staff members are required to complete a minimum of 80 hours of continuing professional education every two years. Our Firm takes great pride in providing high quality staff members and providing them an environment designed for their success and betterment.

Audit Approach

Rooted in auditing standards generally accepted in the United States, our audit approach places a heavy emphasis on early planning and a continued understanding of how a specific organization function. This enables us to identify critical audit components, provide your staff with a better understanding of what assistance is expected of them, and tailor our procedures to the unique aspects of the City. The benefit to you is a more efficient audit approach, performed within your time requirements while minimizing disruptions to your staff's daily work schedule. The key phases of our approach to audits include the following:

1. Planning and Timing
2. Fieldwork
3. Reviews and Wrap-Up
4. Report Issuance

The importance of an independent, unbiased and objective audit cannot be overemphasized. We demand compliance with the profession's ethics and independence standards. As part of those standards, we participate in a peer review program and have selected audits reviewed every three years by an outside peer reviewer.

As a local firm, our service approach does not include formal customer service rankings, but we are committed to serving the Organization in the most proactive fashion possible. We hope to be considered not only as accountants but as business advisors who are looked upon as an extension of your management team. We recognize the importance of communication and would work with the Board of Directors, management, and the regulatory authorities to establish ongoing communication not just during fieldwork, but also throughout the year.

Fees

Our goal is to provide high-quality, reliable service at reasonable fees. Our fees are based on estimated hours and hourly rates, determined by each professional's level of experience. We hereby propose to perform the following professional services for the fees listed below in a separate statement we have provided additional information.

- \$25,000 Financial Statement Audit for the fiscal year ended September 30, 2023
- \$29,600 Financial Statement Audit for the fiscal year ended September 30, 2024
- \$31,000 Financial Statement Audit for the fiscal year ended September 30, 2025
- \$32,400 Financial Statement Audit for the fiscal year ended September 30, 2026
- \$34,400 Financial Statement Audit for the fiscal year ended September 30, 2027

These fees include all direct and indirect costs, including out of pocket expenses. We will bill for our service. Our proposed fee is based on the following assumptions:

1. The overall condition of your financial and accounting records is satisfactory.
2. We will receive support from your accounting personnel necessary for the preparation of requested schedules and other supporting documentation before we commence fieldwork.
3. There will not be a need for substantial research of any unforeseen technical issues or new accounting or auditing pronouncements in order for us to complete our audit.

Our fee estimates are “not to exceed” commitments. Should any additional work be required or requested that exceeds our fee estimates, this work will only be performed if agreed to by both our firm and the City.

Conclusion

Our Firm wants to be a key part of the future success of the City. Our professional staff has developed a reputation for helping similar local governments meet their goals and fulfill their missions. With the close, personal involvement of senior professionals on engagements, the extensive experience and insight of our professionals, and our commitment to staff continuity and meeting engagement deadlines, we can continue to help you accomplish your goals. Our association with you does not end when the audit is completed but continues throughout the year.

We agree this proposal is a firm irrevocable offer for a five-year period beginning with the 2023 fiscal year audit. Lengemann & Associates, P.C. is independent of the City of Hickman and component units, as defined by generally accepted auditing standards and U.S. General Accounting office’s Government Auditing Standards. We appreciate the opportunity to present this proposal and look forward to building a long-lasting relationship with the City.

If you have any questions or comments, please contact me at 402-592-1236. If this proposal meets your approval, please sign in the area below and mail it back to us.

Sincerely,
LENGEMANN & ASSOCIATES, P.C.


Randy Hood

Accepted by:  _____

Date: 3/12/24 _____

ORDINANCE NO. 2024-10

ELECTRICAL CODE

AN ORDINANCE RELATING TO THE ADOPTION OF AN ELECTRICAL CODE BY REFERENCE; TO ADOPT THE NATIONAL ELECTRICAL CODE, 2023 EDITION, AS AMENDED; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; TO PROVIDE FOR THE PUBLICATION THEREOF IN BOOK OR PAMPHLET FORM; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. Section 9-405 of the Municipal Code of the City of Hickman, Nebraska, be amended to read as follows:

§9-405 ELECTRICAL CODE; ADOPTED BY REFERENCE

To provide certain minimum standards, provisions, and requirements for safe and fire proof installation, methods of connection, and uses of materials in the installation of electrical wiring and appliances, the 2023 National Electrical Code, as recommended and published by the National Fire Protection Association 70, printed in book or pamphlet form, is hereby incorporated by reference and all other amendments thereto, as though printing in full herein insofar as said code does not conflict with statutes of the State of Nebraska. One (1) copy of the 2023 National Electrical Code and all amendments thereto shall be on file at the office of the City Clerk and available for public inspection during office hours. The provisions of the Electrical Code shall be controlling throughout the municipality and its zoning jurisdiction.

Section 2. The above code is amended by those amendments set forth in Addendum 1, attached hereto and made part of this ordinance.

Section 3. The publication of said code and amendments thereto shall be by book or pamphlet form.

Section 4. Any other ordinance or section passed and approved prior to passage, approval, and publication or posting of this ordinance and in conflict with its provisions is repealed.

Section 5. This ordinance shall take effect and be in full force from January 1, 2025 and after its passage, approval, and publication or posting as required by law.

Passed and approved this 8th day of October, 2024.

Mayor Phil Goering

(SEAL)

ATTEST: _____

Michele Lincoln, City Clerk

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY OF HICKMAN, NEBRASKA SETTING THE WAGES AND SALARIES OF CITY OFFICERS AND NON-BARGAINING UNIT EMPLOYEES OF THE CITY OF HICKMAN.

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

Section 1. That the wages and salaries of non-bargaining unit officers and employees of the City shall be no more than the amounts set forth for each job position/classification in **Exhibit A**, which is attached hereto and incorporated herein as though set out in full, and that all wages and salaries shall be payable in a manner set by the Mayor and City Council.

Section 2. That all non-bargaining unit officers and employees that receive an hourly wage and are currently earning more than allowed under the maximum amount for their job position/classification shall continue to be paid at the hourly rate received as of the date of passage of this ordinance until further action of the City Council.

Section 3. That, where a wage or salary range is provided for in **Exhibit A** or where the job position/classification has wage or salary steps, the wage or salary paid to each individual city officer or non-bargaining unit employee shall be established by the Mayor after due consideration of the recommendations of the City Administrator, Personnel Committee, and the guidelines contained in the Employee Handbook.

Section 4. That wage or salary bonuses, as provided for in the Employee Handbook, may be awarded to each city officer or non-bargaining unit employee based upon performance or other criteria, which would be in addition to any amounts set in this ordinance or that may have been implemented by the Mayor.

Section 5. All other ordinances approved prior to the passage, approval, and publication or posting of this ordinance which conflict with these provisions are repealed.

Section 6. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED THIS 7th DAY OF OCTOBER 2024.

Mayor Phil Goering

(SEAL)

ATTEST: _____
Michele Lincoln, City Clerk

**ORDINANCE 2024-11
EXHIBIT A**

Annual Salary

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$29,203.20	\$30,079.30	\$30,981.67	\$31,911.13	\$32,868.46	\$33,854.51	\$34,870.15	\$35,741.90	\$36,635.45	\$37,551.34
2	\$32,837.38	\$33,822.50	\$34,837.17	\$35,882.29	\$36,958.76	\$38,067.52	\$39,209.54	\$40,189.78	\$41,194.53	\$42,224.39
3	\$35,822.59	\$36,897.27	\$38,004.19	\$39,144.31	\$40,318.64	\$41,528.20	\$42,774.05	\$43,843.40	\$44,939.48	\$46,062.97
4	\$40,192.26	\$41,398.02	\$42,639.96	\$43,919.16	\$45,236.74	\$46,593.84	\$47,991.66	\$49,191.45	\$50,421.23	\$51,681.76
5	\$43,264.00	\$44,561.92	\$45,898.78	\$47,275.74	\$48,694.01	\$50,154.83	\$51,659.48	\$52,950.97	\$54,274.74	\$55,631.61
6	\$47,244.29	\$48,803.35	\$50,413.86	\$52,077.52	\$53,796.08	\$55,571.35	\$57,405.20	\$58,840.33	\$60,311.34	\$61,819.12
7	\$52,479.23	\$54,211.05	\$56,000.01	\$57,848.01	\$59,757.00	\$61,728.98	\$63,766.03	\$65,360.18	\$66,994.19	\$68,669.04
8	\$58,103.55	\$60,020.97	\$62,001.66	\$64,047.72	\$66,161.29	\$68,344.61	\$70,599.99	\$72,364.99	\$74,174.11	\$76,028.46
9	\$64,182.14	\$66,300.15	\$68,488.06	\$70,748.17	\$73,082.86	\$75,494.59	\$77,985.91	\$79,935.56	\$81,933.95	\$83,982.30
10	\$70,520.32	\$72,847.49	\$75,251.46	\$77,734.76	\$80,300.00	\$82,949.90	\$85,687.25	\$87,829.43	\$90,025.17	\$92,275.80
11	\$77,464.19	\$80,020.51	\$82,661.19	\$85,389.01	\$88,206.84	\$91,117.67	\$94,124.55	\$96,477.67	\$98,889.61	\$101,361.85
12	\$92,866.18	\$95,930.76	\$99,096.47	\$102,366.66	\$105,744.76	\$109,234.34	\$112,839.07	\$115,660.05	\$118,551.55	\$121,515.33

Hourly Rate

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$14.04	\$14.46	\$14.90	\$15.34	\$15.80	\$16.28	\$16.76	\$17.18	\$17.61	\$18.05
2	\$15.79	\$16.26	\$16.75	\$17.25	\$17.77	\$18.30	\$18.85	\$19.32	\$19.81	\$20.30
3	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38	\$19.97	\$20.56	\$21.08	\$21.61	\$22.15
4	\$19.32	\$19.90	\$20.50	\$21.11	\$21.75	\$22.40	\$23.07	\$23.65	\$24.24	\$24.85
5	\$20.80	\$21.42	\$22.07	\$22.73	\$23.41	\$24.11	\$24.84	\$25.46	\$26.09	\$26.75
6	\$22.71	\$23.46	\$24.24	\$25.04	\$25.86	\$26.72	\$27.60	\$28.29	\$29.00	\$29.72
7	\$25.23	\$26.06	\$26.92	\$27.81	\$28.73	\$29.68	\$30.66	\$31.42	\$32.21	\$33.01
8	\$27.93	\$28.86	\$29.81	\$30.79	\$31.81	\$32.86	\$33.94	\$34.79	\$35.66	\$36.55
9	\$30.86	\$31.88	\$32.93	\$34.01	\$35.14	\$36.30	\$37.49	\$38.43	\$39.39	\$40.38
10	\$33.90	\$35.02	\$36.18	\$37.37	\$38.61	\$39.88	\$41.20	\$42.23	\$43.28	\$44.36
11	\$37.24	\$38.47	\$39.74	\$41.05	\$42.41	\$43.81	\$45.25	\$46.38	\$47.54	\$48.73
12	\$44.65	\$46.12	\$47.64	\$49.21	\$50.84	\$52.52	\$54.25	\$55.61	\$57.00	\$58.42

POSITION TITLE

Temporary Part Time
Permanent Part Time
Janitor
Office Assistant
Activities-Community Center Coordinator
Public Works/Facility Maintenance I
City Utility Clerk
Public Works/Facility Maintenance II
City Deputy Clerk
City Zoning Enforcement Officer
Parks & Recreation Director
Assistant Public Works Director
City Clerk
City Treasurer
Wastewater Dept Superintendent
Water Dept Superintendent
Street Dept Superintendent
Public Works Facility & Maintenance Director
City Administrator

Grade Level
1 / 2
3 / 4
3 / 4
5 / 6
6 / 7
6 / 7
6 / 7
7 / 8
7 / 8
8 / 9
8 / 9
9 / 10
10 / 11
10 / 11
10 / 11
10 / 11
11 / 12
11 / 12

Step Level Longevity

Step 1- 4	12 months
Step 5 - 7	24 months
Step 8 - 13	36 months

After initial placement in wage scale upon implementation or hiring:

Step increases are awarded upon employee's date of hire anniversary.
 Next grade change determines next anniversary date for step increases.
 Next grade increases will result in no less than \$1,000.00 per year.
 Next grade change will be at step level that best correlates to "no less than \$1,000.00 per year"

Determination of placement or advancement in wage scale will be set by qualifications in job descriptions and acceptable level of performance.

2024 HICKMAN
TRICK OR TREAT on the TRAIL & PARADE
Trick or Treat
October 24th
6:00 pm to 8:00 pm



Come join us for the Annual Trick or Treat on the Trail in Hickman!
The event will take place on **Thursday, October 24, 2024, from 6:00-8:00 pm**
on the Linear Park Trail starting at 1st & Walnut Street.

Participant Donation Request \$2.00

Cash accepted night of event or in advance online at

https://www.paypal.com/cgi-bin/webscr?cmd=_s-xclick&hosted_button_id=7TDVRK69RNLKS

2024 Hickman Trick or Treat on the Trail

